



**REQUEST FOR QUOTES
SEPTEMBER 30, 2020**

FY21-15 POLICE CRUISER EQUIPMENT

LEGAL NOTICE

The City of Council Bluffs is seeking quotes for equipment that will be installed in our police cruisers. Quotes are to be returned to kriebe@councilbluffs-ia.gov no later than 10:00 a.m. October 20, 2020.

This is an all-or-none quote and will be awarded to one Vendor. All equipment must be delivered by December 31, 2020. If Vendor can't meet that deadline, delivery date must be included with bid submission. Any delivery dates left blank on the Bidder Proposal Form will be assumed to be December 31, or sooner.

The City reserves the right to reject any or all quotes, waive irregularities, advertise for new quotes, accept the quote which, in the judgment of the City, is most advantageous to the City, or to take any other action deemed necessary to protect the best interest of said City.

In accordance with the Affirmative Action Program of the City of Council Bluffs, Iowa, Executive Orders 11246 and 11375, Titles VI and VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act of 1965 and Chapter 216, Code of Iowa 2020, all successful bidders entering into contracts on behalf of the City exceeding \$10,000 are required to have an approved nondiscrimination and equal opportunity statement and an approved affirmative action program.

All bidders are required to submit a signed Statement of Intent/Nondiscrimination and Equal Opportunity. Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action format prior to contract execution.

AGREEMENT

The entire contents of this agreement shall become a part of the contract or purchase order. In case of discrepancy between the contents of the contract documents, the following items listed by descending order shall prevail.

- Addendum(s)
- Agreement/Bid Proposal
- Specifications, Plans and Drawings

Definitions: The words "City of Council Bluffs", "City", "Purchaser" or other pronouns used in their place shall mean the City of Council Bluffs and its various departments and divisions. The words "Bidder", "Contractor", "Vendor" or other pronouns used in their place shall mean a firm responding to this Bid. The word "Equivalent" shall mean equal in quality or value.

1. Units shall be delivered in the time specified on the Bidder's Proposal Form, FOB destination. Final inspection shall be made in accordance to the City's Specifications and

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Agreement, by a representative of the Fleet Maintenance Division and/or City Purchasing Officer.

2. Successful bidder(s) shall furnish all necessary warranties at time of delivery.
3. Final payment will be made upon complete approval of the Mayor or one of his agents within 30 days of delivery, installation, acceptance and receipt of an invoice.
4. Each bidder and the City recognize the Legal Notice to Bidders as part of the agreement.
5. Each bid must be clearly marked as specified in the Legal Notice. No responsibility is attached to the City or any City employee for accidental premature opening of a bid not properly addressed and / or identified.
6. Each bid shall be accompanied by diagrams and/or brochures showing specific models on which bid is made, and have manufacturer's specifications for each different model. Brochure and specifications on each attachment (if applicable) shall also accompany the bid.
7. Bids shall be valid for forty five (45) days commencing on the first day following the bid opening date.
8. TIE BIDS: If two (2) or more bidders submit identical bids, the decision of the City to make award to one (1) or more such bidders shall be final.
9. BID REJECTION: It is noted that the City of Council Bluffs reserves the right to reject any or all bids. The City may waive any informalities or technicalities in the bids.
10. ALTERNATE BIDS: As the City desires to purchase new and unused equipment, alternate bids on demonstrated and /or used equipment are not acceptable unless otherwise stipulated in the Legal Notice to Bidders.
11. DELIVERY: The successful bidder shall furnish and successfully demonstrate equipment per bid specifications and agreement.
12. Item(s) to be bid, by bidder, as complete units. Successful bidder(s) and / or manufacturer shall assume product liability and warranty for all components.
13. It shall be the responsibility of the successful bidder(s) to notify the City Purchasing Officer, in writing, if there becomes any reason the specified delivery time cannot be met.

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The City reserves the right to assess any costs incurred by the City due to late delivery to the successful bidder(s).

14. It is expected that the Bidder supply only the best materials and design which will be in the best interests of the City. All parts and materials used in the construction of this equipment shall be new. Used or rebuilt parts or materials shall not be considered.
15. No addenda shall be considered valid except those issued in writing from the City of Council Bluffs Purchasing Officer.
16. The bidder, without exception, shall indemnify and hold harmless, the Purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article of manufacture used in the performance of the contract, including its use by the Purchaser. If the bidder uses any design, device or materials covered by letters, patents or copyrights, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.
17. The Bidder shall be fully responsible to the Purchaser (City of Council Bluffs) for acts and omissions of any and all subcontractors.
18. TAX EXEMPT: Prices quoted shall not include federal or state taxes from which the City of Council Bluffs, Iowa is exempt. Exemption certificates will be furnished upon request.
19. CANCELLATION: The City of Council Bluffs may terminate the contract at any time if the contractor fails to carry out the terms, or fails to make substantial progress toward the fulfillment of the contract obligations. In such event, the City of Council Bluffs shall provide the contractor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice, the contractor fails to remedy these conditions, the City of Council Bluffs may send a certified letter to the contractor for immediate cancellation of the contract. In such event, the City of Council Bluffs would receive a pro-rated portion of the value of the performance bond, depending on the value of the remaining portion of the contract. The contract may be terminated prior to the end of the contract period by mutual agreement of both parties by at least ninety (90) days written notice.
20. WARRANTY: All parts and components must have a warranty period of five (5) years.

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21. QUESTIONS: Any questions regarding this bid or requests for exceptions or deviations to the specifications must be submitted to Purchasing via e-mail (kriebe@councilbluffs-ia.gov) by October 14, 2020 at 2:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel. Answers to those questions and approval or denial of exceptions will be posted on the city's website, www.councilbluffs-ia.gov, no later than 3:00 p.m. on October 15, 2020.

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BIDDER PROPOSAL FORM

POLICE CRUISER EQUIPMENT

BIDDER: _____

BY: _____ TITLE: _____

EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

By signing this form, I acknowledge all questions & answers and addenda released by the City of Council Bluffs.

SIGNATURE: _____

If there is an error in extended prices, unit price shall govern. No product substitutions are allowed.
 Any delivery dates left blank on the Bidder Proposal Form will be assumed to be December 31, or sooner.

Line	Item Number	Hardware	Description	Unit Price	Qty	Extended Price	Delivery Date
1	PJ722	Printer	Brother - PocketJet 7 thermal printer, 200-dpi, integrated USB	\$	8	\$	
2	LB3603		Brother - 10 Foot USB cable for Pockjet 7	\$	5	\$	
3	LB3692		Brother - 14 Foot Power Adapter - 12 volt	\$	4	\$	
4	KBA-BLTX-UCNNR	Keyboard	TG3 - Rugged USB Backlighting with Touchpad Keyboard	\$	10	\$	
5	7160-0857		Gamber Johnson - Low Profile Quick Release Keyboard Tray	\$	3	\$	

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6	MMSU-1	Barcode Scanner	Magnetic Mic - Single Unit Magnetic Mic Mount Kit	\$	3	\$	
7	4910LR-151-LTRK		L-Tron - Barcode/Imaging Scanner Kit: includes firmware and cable	\$	2	\$	
8	GJ-33-LVD2	MDT & Printer Dock	Gamber Johnson - Panasonic CF-33 Laptop Docking Station (Dual RF)	\$	1	\$	
9	7160-0822		Gamber Johnson - Chevrolet Tahoe (2021+) Close to Dash Mount	\$	5	\$	
10	7160-0220		Gamber Johnson - MONGOOSE - 9" Locking Slide Arm: VESA 75MM and GJ hole pattern	\$	5	\$	
11	7170-0237-08		Gamber Johnson - Chevrolet Tahoe PPC(2021+) console box, leg kit, cup holder, armrest, USB/AUX input panel, pocket and Tahoe wings kit.	\$	5	\$	
12	C-PM-109		Havis - Brother PocketJet Printer Mount with Top paper feed	\$	5	\$	
13	AP-CG-Q-S11-BL	Puck Antenna	Antennas Plus - Cell/LTE/GPS Antenna, Threaded Bolt Mount, Color black, TNC/TNC	\$	6	\$	
Shipping :						\$	
Total Cost:				\$			

With NEW 2021 Tahoe Body Style : PROVIDE "LIKE PARTS" from same MANUFACTUER

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STATEMENT OF INTENT / NONDISCRIMINATION
AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person in any way be favored or discriminated against because of his race, creed, color, sex, sexual orientation, gender identity, national origin, political or religious affiliations.

We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action Program format to contract execution.

COMPANY

EXECUTIVE OFFICER

EQUAL OPPORTUNITY OFFICER

Address and Telephone Number of Equal
Opportunity Officer

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TO BE FILLED OUT AFTER BID AWARD

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as “Owner” and _____, hereinafter referred to as “Contractor”, with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the _____ day of _____, did submit a proposal to the Owner of certain Plans and/or Specifications entitled _____ a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instruction to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Proof of Insurance, Standard Details, Drawings, Addenda, Question & Answers and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall not be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of 1% of the total project cost for each and every day past the deadline for completion of the work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. As consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or completion or work as agreed in the bidder’s Proposal Form. Payment to be made upon billed delivery and/or completion of the work as provided.

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7. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.
8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____
at 209 Pearl Street, Council Bluffs, Iowa 51503.

Executed for Contractor

By: _____

Title: _____

ATTEST: (Witness)

By: _____

Title: _____

Executed for Owner:

By: _____

Director of Department

ATTEST: (Witness)

By: _____

(if required)

Insurance Approved By: _____

Risk Manager