

CITY OF ROSEVILLE

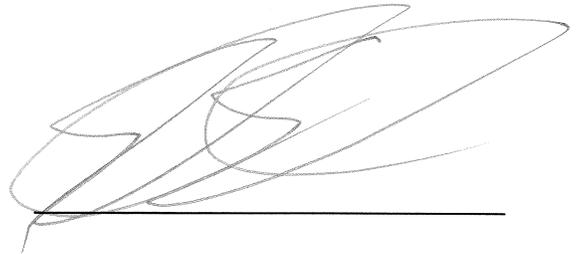
NOTICE TO BIDDERS

RFQ 2061

NOTICE IS HEREBY GIVEN that sealed bids for **Police Vehicle Equipment** will be received by the City of Roseville. Bids will be accepted **ONLY at the office of the City Clerk**, Roseville Civic Center, **311 Vernon Street, Roseville, California**, until 3:00 p.m., **May 28, 2013**. Said bids will be publicly opened and read aloud at the City Clerk Research Room, 311 Vernon Street, Roseville, CA, at 3:05 p.m., **May 28, 2013**. Specifications and bid forms for the submitting of a proposal shall be obtained at the office of the Central Services Director or online at www.roseville.ca.us, and each bid shall be submitted only upon that form. Right is reserved to reject any or all bids and to waive any informalities or irregularities in any bid or in the bidding.

4/30/13

Date



Samuel D. Elmer
Administrative Analyst II

IMPORTANT!!!

The City is not responsible for misdelivered bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder's sole responsibility to make sure that bids arrive at the proper location. Any bid which does not actually arrive in the City Clerk's Office by the date and time of the bid opening will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your bid **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678**

The Bidder is also directed to place the enclosed bid label, without alteration, on the outside of the package or envelope so that it is visible when delivered to the City.

SEALED BID



**IMPORTANT
NOTICE TO
BIDDER**

*The envelope containing your bid **MUST** have:*

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

INVITATION NO.	RFQ 2061
DATE OF OPENING	5/28/13
TIME OF OPENING	A.M. 3:05 P.M.
BID FOR	Police Vehicle Equipment

SEALED BID

**CITY OF ROSEVILLE
INVITATION FOR BID AND AWARD [FORMAL]**

RFQ NO. 2061

Issued Central Services Director Telephone: (916) 774-5720 By: Purchasing Dept Fax: (916) 774-5736 City of Roseville, CA	Date Issued: May 1, 2013	Page No.	No of Pages
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Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the **City Clerk, 311 Vernon Street, Roseville, CA 95678**, until **3:00 p.m.**, Pacific Time on **May 28, 2013** and at that time publicly opened, for furnishing the equipment, supplies, or services described in the accompanying Schedule. Bid bond in the amount of 0% is required. Performance bond in the amount of 0% of the total amount of the bid shall be furnished by the successful bidder in accordance with Paragraph 11 of Terms and Conditions.

General information and instructions to bidders are contained in the terms and conditions on the attached page.

SCHEDULE

Please quote your best price, delivered FOB to the City of Roseville, in accordance with all specifications, terms, conditions, and attachments of RFQ 2061, for Police Vehicle Equipment:

Lump Sum Total \$ _____

(Transferred from Total on Specifications Price Sheet)

DO NOT INCLUDE SALES TAX IN YOUR BID

Notes:

- Direct all questions regarding this RFQ to Shannon Wiest in writing **ONLY**, via EMAIL at swiest@roseville.ca.us or by fax at 916-774-5736. **Questions MUST** be submitted no later than Tuesday, **May 21, 2013 at 5:00 p.m.**
- Submit (1) **ONE** original and (2) **TWO** copies of your bid package. Please mark packages, "original" and "copy".
- Bidder agrees to offer the City of Roseville and other public entities, public utilities, or non-profit public benefit corporations the item(s) and price(s) quoted herein, under the same terms and conditions of this RFQ, for a period of up to ___year(s). Price(s) may be adjusted in an amount not to exceed increases reflected in the U.S. Dept. OF Labor/Consumer Price Index _____ (Bidder to specify which index applies).

IMPORTANT: THE ATTACHED STICKER MUST APPEAR ON THE OUTSIDE OF THE SEALED BID ENVELOPE WHEN SUBMITTING A SEALED BID.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.

BIDDERS MUST COMPLETE THE FOLLOWING:

Discount terms: ___% ___ days.

Bidder agrees to accept payment by City Visa Credit Card. Yes No **Bidding and award on "all or none" basis.**

Name and Address of Bidder:	Signature of Person Authorized to Sign Bid:	Date of Bid:
BIDDER TO INDICATE STATUS, AS TO: "PARTNERSHIP", "CORPORATION", "SOLE PROPRIETORSHIP", ETC.	Type or Print Signer's Name, Title, Phone No. and Email	

CITY OF ROSEVILLE

SPECIFICATION INSTRUCTION SHEET

All bids must follow the instructions listed below:

1. Each field of the specification under Bidder's Proposal **MUST** be filled out completely.
2. An exact response is required when specific information such as Make or Model number is requested.
3. When no specific information is requested, you **MUST** indicate whether your vehicle will meet each specification or not. Acceptable responses are:
 1. Yes – Comply
 2. Yes
 3. Meets Spec
 4. Equal
 5. No – See Exception
4. When exceptions occur you **MUST** provide information that will enable the City of Roseville to consider whether your deviation or exception will be acceptable and meet the needs of the City.

Note: The final determination as to whether or not an exception to the City specification is acceptable will be at the sole discretion of the City.

IMPORTANT: Failure to comply with the instructions on this information sheet will result in your bid being considered “non-responsive” and therefore rejected.

CITY OF ROSEVILLE SPECIFICATION NUMBER 2061 5/1/2013

	SPECIFICATIONS		BIDDER'S PROPOSAL
l.	CCSRNTA3, Cencom Saphire Siren, Whelen	11	
m.	792H, Opticom Emitter,	11	
n.	SSFPOSC6, Headlight Flasher, Whelen.	11	
o.	SA315P, Speaker, Whelen	11	
p.	SAK17, Speaker Bracket, Whelen.	11	
q.	BCT15, Scanner, Uniden.	11	
r.	BK2007CRV03, PB-450-L Push Bumper With Whelen ION Lights (Front & Side) Red & Blue, Setina.	11	
s.	GK103001S1USSCA, 870/AR Gun Mount W/Standard Key, Setina.	11	
t.	GK10271USSCA, AR-Gun Mount W/Standard Key , Setina.	11	
u.	PK0418CRV00, Partition-Lexan RP, Setina	11	
v.	ST0380CRV92, Lower Extension Panel, Setina.	11	
w.	WK0513CRV00, Window Guards, Setina.	11	
x.	MBPC98RB, Linear Led Mirror Beams, Whelen.	11	
y.	CC-SAC-17, Center Console With Welded Top, Troy Products. All face plates and floor mount to be included.	11	
z.	AC-INTBH, Internal Beverage Holder, Troy Products.	11	
aa.	AC-MCM1, Mic Clip & Bracket, Troy Products.	22	
bb.	AC-CVLTBOX, Trunk Organizer, Troy Products.	11	
cc.	PARP-PARM002, Arm Rest & Mounting Bracket.	11	
dd.	CS2191, Prostraint Rear Seat with seat belts, Aedec.	11	
ee.	SI440CVTH05, Secure Idle.	11	
ff.	STC918K, Vehicle Side Battery Jumper.	11	
gg.	STC923-16, Female to Female Battery Jumper.	11	
hh.	735X613, Solar Panel, Pulse Tech.	11	
ii.	576-1060, Solenoid, White Rodgers.	11	
jj.	14.0553, Three Outlet Power Assy, Able2.	11	
kk.	AC-CVTRAY50, Trunk Tray, Troy Products.	11	
ll.	PAR46FLC, LED Clear Lighthouse, Whelen.	11	
mm.	CB185P-50, 50 Amp Circuit Breaker, Bussman.	11	
nn.	5582, Toggle Switch, Cole Hersee	11	
oo.	5201, Timer, Power Tamer	11	

CITY OF ROSEVILLE SPECIFICATION NUMBER 2061 5/1/2013

Lump Sum Total \$ _____
(Transfer this amount to the Invitation for Bid and Award page)

Optional Lightbar Total \$ _____

****Only include the first lightbar type in your lump sum total amount; do not include the Optional lightbar pricing in your lump sum total.**

******YOU MUST INCLUDE ALL THREE PRICING PAGES WITH YOUR BID RESPONSE******

TERMS AND CONDITIONS OF INVITATION FOR BID

Read carefully

1. GENERAL CONDITIONS

Bidders are required to submit their proposals upon the following conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City ordinances, Uniform Commercial Code of California, and other applicable state and federal statutes.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service, except on behalf of the City as an officer or employee. This prohibition extends to the City boards and commissions other than those which are purely advisory.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown; and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Invitation For Bids.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include federal taxes in bid prices since the City of Roseville is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Roseville. The name and address of bidder, the date and hour of the bid opening, and the material or services bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids, including bids transmitted by facsimile means, will not be considered. Bids, however, may be withdrawn by telegraphic or facsimile notice provided such notice is received prior to the time and date set for the bid opening.
- (c) Samples, when required, must be submitted within the time specified at no expense to the City of Roseville. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS

- (a) The City may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid or if,
 2. The bid does not strictly conform to law or the requirements of the bid or if,
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, including state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may reject all bids whenever it is deemed in the best interest of the City to do so and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The City may waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

7. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he may submit to the Central Services Manager on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. 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. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Central Services Manager on or before five days prior to scheduled opening.

9. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforms to the Invitation For Bids, is most advantageous to the City, price and other factors considered. The City may determine price based upon the cost to the City over the expected useful life of the materials or supplies.
- (b) The City reserves the right to accept any item or group of items of this bid, unless the bidder qualifies his bid by specific limitations. Re Par. 5 (a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful bidder results in binding contract without further action by either party.
- (d) Prices must be quoted f.o.b. Roseville with all transportation charges prepaid, unless otherwise specified in the Invitation For Bids.
- (e) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE BOND

- (a) The successful bidder(s) shall furnish the City of Roseville with a performance bond in the amount set forth in the Invitation For bids. This bond is not to be submitted with bid but must be presented to the Purchasing Department upon notification.
- (b) The City of Roseville will not enter into a contract or issue a purchase order until the successful bidder has complied with the performance bond provisions.
- (c) The performance bond shall be in a form acceptable to the City Attorney of City.
- (d) The performance bond of the successful bidder(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (e) Failure of vendor to perform any of the service required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefor, shall constitute a total breach of this contract and shall cause this contract to terminate. In the event of such termination, the performance deposit shall be retained by the City of Roseville as liquidated damages, based upon mutual agreement and understanding between vendor and City at the times this bid is solicited, submitted, and accepted, that the City of Roseville is a government agency engaged in public projects and that the measurement of damages might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Central Services Manager and the City Manager the failure to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance bond may in whole or in part, as may be determined by the Central Services Manager and the City Manager, be returned to the vendor without action by the City Council of the City of Roseville. It is understood that such determination shall be entirely at the discretion of the Central Services Manager and the City Manager.

12. ASSURANCE OF COMPLIANCE – EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, religion, national origin, sex, age, handicap, or political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms and provisions of the City of Roseville's Affirmative Action Plan, including without limitation the Nondiscrimination Clause and the Small and/or Minority Business Enterprise Clause as contained in the City of Roseville's current Affirmative Action Plan, on file in the City's Personnel Department.

**CITY OF ROSEVILLE
TERMS AND CONDITIONS OF PURCHASE**

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – INSPECTION. The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller’s design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – TERMINATION.

A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.

B. City may by written notice terminate this order for Seller’s default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby.

If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver

property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure

of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

- D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. As used in this Article, the Word "Seller" includes Seller and his suppliers at any tier.

ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

ARTICLE XII – FAIR EMPLOYMENT PRACTICES. If this order is for an amount of \$10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

ARTICLE XIII – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.