

INVITATION FOR BID NOTICE ISSUED: 04-27-09

CITY OF AUBURN, ALABAMA SPECIFICATION CONTACT:
Will Mathews(334) 501-3113
or
email at wmathews@auburnalabama.org

INVITATION TO BID

Patrol Car Laptops, Mounts, and Installation

BIDS SHALL BE ACCEPTED UNTIL:

Sealed bids will be received by the City of Auburn, hereinafter referred to as "The City", until 2:00 p.m. local time on Thursday, May 7, 2009, in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly opened and read for furnishing the following:

Patrol Car Laptops, Mounts, and Installation

Bid Specifications are attached. The City is requiring bid prices on approximately forty-one (41) patrol car laptops, mounts, and installation. Bids must be submitted on the attached form within a sealed envelope.

TWO (2) COMPLETE COPIES OF SEALED BIDS MUST BE DELIVERED TO:

Purchasing Officer, City of Auburn
144 Tichenor Avenue
Auburn, Alabama 36830

The envelope must be plainly marked on the outside as follows:

BID: Patrol Car Laptops, Mounts, and Installation
OPENING: 2:00 P.M. Local Time
DATE: Thursday, May 7, 2009

SUBMITTED BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID AND SPECIFICATIONS.

CITY OF AUBURN, ALABAMA

Penny Smith
Deputy Finance Director

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1.0 BID REQUIREMENTS

1.1 BID SUBMISSION:

Submit bid form in duplicate (two copies) with specification pages, if applicable. No facsimile bids shall be accepted. The bidder prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted. The City reserves the right to request additional written or oral information from Respondents in order to obtain clarification.

1.2 BASIS OF BID AWARD:

The City of Auburn reserves the right, as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any or all bids, and to waive any informalities in bids received. Bids will be good for sixty (60) days after being opened by the City of Auburn, Alabama. The City reserves the right to revert to the State of Alabama Contract if the bid price is higher than the contracted amount through the State. Bid award does not constitute an order or obligation to order by the City. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

The award of the contract, if to be awarded, will be made within sixty (60) calendar days after opening of proposals to the lowest responsible bidder whose proposals comply with the requirements of the invitation to bid. Should no award be made within the sixty (60) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

It is further agreed that the Contract shall not be valid and binding upon the City until approved by the City Council, as to legal form and is subject to the Resolutions and Orders of the City of Auburn, Alabama, and State and Federal Law.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder's risk.

2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed.

3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.

4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.

5. When specified, samples must be timely submitted and at no expense to the City.

6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Purchasing Officer or Office of the City Manager. Bids received late will be rejected.

1.7 BID DEPOSITS:

Bid Deposits are not required unless specified in the specifications.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the City, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected.

Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The City may accept or reject alternate bids; whatever is most advantageous to the City.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, and Bid Form are incorporated into the contract as if fully setout therein.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the bidder to insure and verify that they are in receipt of and completed all attached addenda(s) prior to submission of bid forms.

1.12 LICENSING AND INSURANCE:

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. Any non-Alabama bidders must submit a written opinion from an attorney stating the amount, if any, of preference granted by law to businesses in his state of residence.

The Successful bidder will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. If general liability coverage is on a claims-made basis, the Successful bidder will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease - policy limit. The successful bidder is responsible for the payment of any deductibles or self-insured retentions.

Successful bidder will be required to maintain Garage Keeper's Insurance in the minimum amount of \$250,000 or agree to perform installation work at a site owned by the City of Auburn.

The certificate of insurance shall provide the City of Auburn with thirty (30) days written notice of cancellation of any of the coverage named in said certificates. *The City of Auburn will be shown as additional insured under the successful bidder's general liability and automobile liability insurance policies for the work to be performed.*

The successful bidder shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the successful bidder. These certificates shall be made available to the City of Auburn before the Letter of Notice to Proceed is issued.

The successful bidder agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the successful bidder, its employees, or its subcontractors in connection with the work to be performed under this contract. The successful bidder agrees to purchase liability insurance to cover this indemnity obligation.

At the City of Auburn's discretion, the successful bidder may be required to have in force higher limits than amounts mentioned above and/or broader coverage than normally carried by the successful bidder. Questions concerning insurance coverage may be directed to the Risk Manager, D'Arcy Wernette at 334.501.7243.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the City may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that the bid complies with Invitation for Bid form and Bid Specifications.

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.

B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.

C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

2.3 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Bidder fails to honor stated prices as submitted in the Bid Form or Contract, the City reserves the right to obtain the same items from the next lowest bidder who submitted a bid price for the item. The original bidder shall be responsible for the difference in price and required to make restitution to the City for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Bidder has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the City). Prices shall be firm for ALL City departments and locations for term of the agreement.

2.4 DOMESTIC PRODUCT PROCUREMENT:

The successful bidder agrees in all events to use in the project materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the successful bidder determines that said items are not available at a reasonable price, he must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products.

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women's businesses are given many opportunities to provide the above-mentioned services when economically feasible..

2.5 DEFINITIONS:

- A. The term "City" means the City of Auburn, Alabama and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "ITB" means Invitation to Bid.
- D. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

2.6 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by City. City will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by City notwithstanding payment, prior inspections or approvals. City may require prompt replacement or correction of rejected goods at Bidder's expense, including a reduction in price for rejected goods. Bidder shall not resubmit rejected goods to City without prior written approval and instructions from City. In addition, Bidder shall identify resubmitted goods as previously rejected. Bidder shall provide and maintain a quality assurance and control system acceptable to City.

2.7 WARRANTY:

Unless otherwise agreed to in writing by the parties, Bidder warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by City, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Bidder's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to The City and its assigns. Except for latent defects, the City shall give notice of any nonconformity to the Bidder within one (1) year after acceptance. City may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Bidder's expense. Return to Bidder of any defective or non-conforming goods and delivery to the City of any corrected or replaced goods

shall be at Bidder's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the City. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.8 PAYMENT:

The City will pay Bidder for goods upon delivery to, submission of certified invoices and acceptance. The City will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt. The successful bidder will note that the City pays by invoice on each Friday of the month. Invoices must be received by accounts payable at least seven working days before the scheduled check write. If you have any questions concerning billing, contact our accounts payable office at (334) 501-7237.

2.9 CHANGE ORDER:

The City may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Bidder for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, the City, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.10 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the City at time of Order.

2.11 RESPONSIBILITY FOR SUPPLIES:

Except as otherwise provided, Bidder shall be responsible and bear all risks for loss and damage to goods until delivery at the City's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.12 SUBCONTRACTS:

Bidder shall not enter into any subcontract(s) without the City's prior written approval.

2.13 CHOICE OF LAW:

The contract will be interpreted according to laws of the State of Alabama.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama - Eastern Division located in Opelika, Alabama.

The contract may not be assigned by the successful bidder without written permission of the City of Auburn.

2.14 TERMINATION:

A. General: Performance of work may be terminated by the City in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interests of the City with a thirty (30) day written notice.

The Bidder may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Bidder, the City may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Bidder will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Bidder or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the Bidder responsible for damages.

C. Default: The City may terminate the whole Contract or any part in either of the following circumstances:

C-1. If bidder fails to deliver the items required by the contract within the time specified; or

C-2. If bidder fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from The City specifying such failure.

In the event of termination under subparagraph 1, the City shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Bidder the excess cost for such similar items provided, however, Bidder shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Bidder and without the fault or negligence of Bidder. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the City provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

C-3. In the event of the Bidder's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the bidder may be declared ineligible for further City contracts. The rights and remedies of the City provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.15 NOTICE AND SERVICE THEREOF:

Any notice from the City shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Bidder, at the address stated on the bid form.

2.16 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the City for any goods furnished.

2.17 COMPLIANCE WITH APPLICABLE LAWS:

Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, Alabama or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

2.18 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.19 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Accounts Payable Department at (334) 501-7237.

2.20 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the City until approved by the City Council.

2.21 RENEWAL OPTION:

The City reserves the right to negotiate the contract for additional one-year terms with the written consent of the awarded bidder. If the contractor/bidder requests an increase in compensation for any renewal period, the bidder shall notify the Purchasing Officer no less than 60 days prior to the end of the contract period. The City shall notify the Bidder of the intent to exercise the renewal option. However, failure to notify the Bidder does not waive the City's right to exercise the renewal option.

BIDDERS ARE REQUIRED TO SUBMIT 2 COMPLETE COPIES OF BID FORMS WITH ORIGINAL SIGNATURES

It is the intent of these specifications to describe the minimum requirements for furnishing approximately 41 police vehicle laptops, mounts, and the installation of these. The City of Auburn has chosen a T5010 model laptop currently manufactured by Fujitsu as an acceptable minimum standard. Only products of manufacturers that meet or exceed these specifications will be considered as alternates. These are minimum requirements and are intended for guidelines, equivalent or comparable units will be considered with appropriate exceptions noted.

LAPTOP SPECIFICATIONS

	YES	NO	EXCEPTION
<ul style="list-style-type: none"> PROCESSOR - Minimum of Intel Core 2 Duo Processor T9600 2.8 GHz with 1066MHz FSB and 6MB L2 Cache. 	_____	_____	_____
<ul style="list-style-type: none"> DISPLAY - Minimum 13.3 inch Color WXGA LED indoor/outdoor Active digitizer with web cam integrated rotating bi-directional hinge assembly for Tablet functionality. 	_____	_____	_____
<ul style="list-style-type: none"> MEMORY - Minimum of 4GB 1066 SDRAM. 	_____	_____	_____
<ul style="list-style-type: none"> HARD DRIVE - Minimum 160GB 7200rpm Serial ATA (SATA) shock-mounted w/ suspension protection. 	_____	_____	_____
<ul style="list-style-type: none"> VIDEO CONTROLLER/GRAPHICS - Minimum Intel Graphics Media Accelerator 4500 MHD. 	_____	_____	_____
<ul style="list-style-type: none"> OPTICAL DRIVE - Optional Internal Modular Optical Drive Dual-Layer Multi-Format DVD Writer. 	_____	_____	_____
<ul style="list-style-type: none"> AUDIO- Minimum Realtek ALC269 HD Audio with two built-in digital microphones. 	_____	_____	_____

	YES	NO	EXCEPTION
<ul style="list-style-type: none"> PORTS - Must be equipped with a minimum of One 15-pin D-SUB connector for VGA external monitor Three USB 2.1 (Universal Serial Bus) connectors for input/output devices One DC In connector One IEEE 1394 (4-pin type) jack One LAN (RJ-45) connector Docking port (100-pin, to dock with port replicator) One stereo headphone jack One stereo microphone/line-in jack. 	_____	_____	_____
<ul style="list-style-type: none"> BATTERY - Minimum Lithium Ion (6 cell) main battery and Lithium Ion (6 cell) modular bay bridge battery; AC and DC adapter/charger. 	_____	_____	_____
<ul style="list-style-type: none"> STYLUS - Minimum Continuous Sensing Stylus / Active Digitizer or comparable Technology. 	_____	_____	_____
<ul style="list-style-type: none"> LAN - Minimum 10/100/1000 Ethernet LAN connection with RJ-45 port. 	_____	_____	_____
<ul style="list-style-type: none"> WIRELESS LAN - Must be equipped with Intel 802.11 ABGN wireless secure LAN. 	_____	_____	_____
<ul style="list-style-type: none"> BLUETOOTH - Integrated Bluetooth (v2.0) wireless. 	_____	_____	_____
<ul style="list-style-type: none"> WIRELESS BROADBAND - Integrated/Embedded 3G cellular Wireless broadband configured for Sprint service. 	_____	_____	_____
<ul style="list-style-type: none"> OPERATING SYSTEM - Genuine Windows VISTA® Business with CompuTrace LoJack 	_____	_____	_____
<ul style="list-style-type: none"> SECURITY - Provide integrated security for data protection and user authentication (finger print scanner, embedded security chip, integrated smart card reader). 	_____	_____	_____

MOUNT REQUIREMENTS	YES	NO	EXCEPTION
▪ Semi-Rugged construction	_____	_____	_____
▪ Dash mount for convertible laptop computer w/ hinged option	_____	_____	_____
▪ Sealed and backlit USB keyboard with swivel arm	_____	_____	_____
▪ Integrated thermal printer mount option	_____	_____	_____
▪ Console mounting for radio, siren control, and switch box	_____	_____	_____
▪ Auxiliary 12-volt power outlets(3 min)	_____	_____	_____
▪ Locking Mechanism for computer mount	_____	_____	_____
▪ AM/FM radio conversion kit for Console mounting	_____	_____	_____

Quoted price to include installation of mount and relocation of electronics.

The Agreement/Contract term is from:

05-20-09 through 05-19/2010

TO: City of Auburn

We, the undersigned, propose to furnish the items listed below and guarantee that if we are awarded the bid, we will furnish these goods in accordance with the attached specifications. **THIS FORM MAY BE COPIED IF YOU WISH TO BID ALTERNATE MODEL EQUIPMENT.**

Patrol Car Laptops, Mounts, and Installation

YOU MUST SPECIFY THE EXACT EQUIPMENT BEING BID
(Enclose brochures/description documents if needed)

MAKE BID: _____

MODEL BID: _____

TOTAL LAPTOP BID WITH COMPUTRACE LOJACK EACH: _____

EACH MOUNT COST: _____

EACH INSTALLATION & RELOCATION COST: _____

ESTIMATED DELIVERY DATE: _____

DELIVERY DATE IS IMPORTANT CONSIDERATION

Exceptions: _____

BID PRICE IS GUARANTEED FOR THIRTY (30) DAYS AFTER BEING OPENED BY THE CITY OF AUBURN

Authorized Signature

Name of Firm

Printed Name of Signee

Address

Date

City, State, Zip

Phone No.

Fax No.

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$_____

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE _____

If you cannot hold your price for one full year, you will guarantee this price to remain in effect until:

(DATE YOUR BID PRICES EXPIRES)