



July 27, 2010

The City of Palo Alto, Purchasing and Contract Administration, on behalf of the Public Works Department, Equipment Management Division requests a quotation for:

PROJECT TITLE:
VEHICLE COMPUTER MOUNTS, LIGHTING AND ACCESSORIES

REQUEST FOR QUOTATION NUMBER

RFQ137999

RFQ CLOSURES: 3:00 P.M., TUESDAY, AUGUST 10, 2010

Documents will not be accepted after 3:00 P.M., Tuesday, August 10, 2010

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- SECTION II** Purchase Order Terms and Conditions
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*Complete, sign and submit forms as instructed in the RFQ. Failure to complete and/or submit these forms may cause rejection of your Bid.

FOR BID DOCUMENTS: CONTACT PURCHASING AND CONTRACT ADMINISTRATION
(650) 329-2271

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

July 27, 2010

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated in the Bid.

Project Title**VEHICLE COMPUTER MOUNTS, LIGHTING AND ACCESSORIES****City of Palo Alto Request for Quotation (RFQ) number:****RFQ137999****Quotation Due Date**

Quotation acceptance period closes (your quotation must be received by purchasing and contract Administration not later than) **3:00 p.m., Tuesday, August 10, 2010.**

Buyer/Contract Manager

Jose Arreola

Telephone Number: (650) 329-2319

Project Manager

Keith LaHaie

Telephone Number: (650) 496-6948

Contract Award

The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total price of the Base Bid items. This total is being used for the purpose of determining the lowest responsible bidder.

Pursuant to Palo Alto Municipal Code Section 2.30.440, a responsible bidder is a bidder determined by the awarding authority:

- (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
- (2) To have the ability to perform the contract within the time specified;
- (3) To have the equipment, facilities and resources of such capacity and location to enable the bidder to perform the contract;
- (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
- (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and
- (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.

Specifications

The specifications or scope of work included have been prepared to describe the standard of quality, performance, and other characteristics needed to meet city requirements. The city will accept alternate proposals of a designated material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement. The City reserves the right to conduct site visits for inspection of products being offered to determine if they meet the requirements as specified.

Delivery Requirements

When delivery time is requested in the quote or bid documents, time shall be of the essence; therefore, the quote or bid shall include the delivery date. In some instances, the City may specify only a maximum number of days for delivery and will use this delivery date as part the criteria to determine the award. The purchase order to be awarded is for a specific quantity purchased at one time.

(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Decision to Reject

The City reserves the right to reject any or all quotations, to waive any informalities contained therein, and to select quotations on an item-by-item basis. No quotation may be withdrawn for a period of **sixty (60) days** following the date of bid opening. The terms and conditions (the provisions) that shall govern any resulting agreement between City and the Lowest Responsible Bidder are contained in this RFQ. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

Exceptions

To the specifications or requirements issued must be itemized and justified in writing and included with proposals or quotations submitted.

Documentation

Manuals, when applicable, shall be furnished by the Vendor with the shipment or under separate cover.

Prices

Prices shall remain firm through out the Contract period. City shall receive the benefit of any additional discount or general reduction in the prices quoted herein prior to the delivery or invoicing of any product or equipment ordered as a result of this RFQ.

Taxes

Quotations shall include all applicable federal, state and local taxes, import duties, commissions or other charges. Current rate for the City of Palo Alto is 9.25%.

F.O.B. Point

Prices shall be F.O.B. Palo Alto, Freight Prepaid. Price shall include all applicable transportation and delivery charges.

Submittal of Documents

Submit documents by delivering or mailing to the Manager of Purchasing and Contract Administration (**fax responses shall not be accepted**). Bidders assume the risk of the method of dispatch chosen:

(Delivery in person or by other carriers)

City of Palo Alto
Purchasing and Contract Administration
Mezzanine, Civic Center
250 Hamilton Avenue, MS-MB
Palo Alto, CA 94301

(US Mail only)

City of Palo Alto
Purchasing and Contract Administration
Mail Stop - MB
PO Box 10250
Palo Alto, CA 94303

Marking instructions

All Bids/Quotations and accompanying documents shall be submitted in a sealed envelope. The outside of the envelope shall be marked, and identified in the manner specified below:

Quotation Enclosed

Project Title:

VEHICLE COMPUTER MOUNTS, LIGHTING AND ACCESSORIES;

Request for Quotations (RFQ) number 137999.

Bidder/Company name, and return address.

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Complete, sign and submit the RFQ/Bidder Information, Nondiscrimination Certification, and Bidder Bid Pages with your quotation. Failure to complete and/or submit these forms may cause rejection of your quotation. All quotations must be submitted on these forms.

Bidder Information

Provide the information requested below or indicate “not applicable”, if appropriate:

A. Name and Address of Bidder (Company) – also provide “Remit To” address if different:

Telephone Number: _____ Facsimile number: _____

E-Mail: _____ Website: _____

B. Taxpayer Identification Number: _____

C. Bidder is a:

- California Corporation
- Corporation organized under the laws of the State of _____,
with head offices located at _____,
and offices in California at _____.

- Limited Liability Company
List name of managing member(s):

- Sole Proprietorship _____ proprietor.
- Partnership
- Limited Liability Partnership

List names of general partners; state which partner or partners are managing partner(s)

- Other (attach Addendum with explanatory details)

D. How many years have you (or your firm) done business under the name listed above? _____

E. How many years of experience with similar equipment or services covered in this RFQ? _____

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

F. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

G. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFQ. Any Bidder in submitting a Quotation is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFQ and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

To assure that all Bidders have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Bid:

Addendum number(s) received: 1; 2; 3; 4; 5; 6; 7; 8; 9

Or, _____ No Addendum/Addenda Were Received (check and initial).

H. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Signature must be the same signature as appears in *Bidder Bid Pages*:

(Signature)

(Printed name of signatory)

(Title of signatory)

ACCEPTANCE/AGREEMENT: City of Palo Alto (City) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or filing this Purchase Order (P.O.), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This P.O., including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by City.

CITY'S PROPERTY: Seller agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by City shall be and remain City property and shall be held by Seller for City unless directed otherwise. Seller shall account for such items and keep them protected, insured, and in good working conditions without expense to City.

DELIVERY: The terms of delivery are as stated on the reverse side hereof. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this P.O. No boxing, packing, or cartage charge will be allowed unless authorized by this P.O. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to City's written instruction. Items not delivered may be canceled without penalty to City. Shipments in greater or lesser quantity that ordered may be returned at Seller's expense unless written authorization is issued by City.

PRICES: The price which Seller charges in filling this P.O. shall not be higher than Seller's most recent quote or charge to City for such materials, supplies, services and/or installations unless City expressly agrees otherwise in writing. Notwithstanding the prices set forth the P.O. City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this P.O.

TERMINATION: City shall have the right to terminate this P.O. or any part thereof upon ten (10) days notice in writing to Seller.

(1) Without Cause. City may terminate all or any part of this P.O. without cause. Any claim by Seller for damages due to termination without cause must be submitted to City within thirty (30) days after effective date of termination.

(2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this P.O., City may, in addition to any other right or remedy provided by this P.O. or by law, terminate all or any part of this P.O. in writing without any liability of City with respect to Seller at any time during the term of this P.O. In the event of termination for cause, City may purchase supplies or services elsewhere on such terms or in such manner as City may deem appropriate and Seller shall be liable to City for any cost and other expenses incurred by City, which is charged to City.

CHANGES: City shall have the right at any time by written notice via P.O. Change Order to Seller to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing with then (10) days after receipt by Seller of notice of such change. Price increases or extensions of time for delivery shall not be binding on City unless evidenced by a P.O. Change Order issued by City's Purchasing Manager.

INSPECTION: City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this P.O. All materials, supplies, services and/or installations must be furnished as specified.

(1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. City may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

(2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by City

(3) Seller's obligations to wave defects that exist.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this P.O. shall:

(1) conform to the specifications, drawings, samples, or other descriptions specified by City or if none are so specified, to Seller's standard

specification or the standards of the ASTM or ANSI or other national standard organizations;

(2) be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;

(3) be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);

(4) be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);

(5) be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs.

Seller further expressly agrees to protect, indemnify, and hold harmless City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.

(6) have good marketable title.

GOVERNING LAW: This P.O. shall be governed by the laws of the State of California.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors, Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability, (including non-owned automobile liability) Worker's Compensation, and employer's liability insurance as well adequately protect City against such damage, liabilities, claims, losses, and expenses (including attorneys' fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by City.

EQUAL OPPORTUNITY CLAUSE: By acceptance of this P.O., Seller certifies it is in compliance with the Equal Opportunity Clause required by Executive Order 11246, as amended, and the Palo Alto Municipal Code, as amended, including Affirmative Action Compliance Programs for Veterans; Handicapped; and Minority Business, and other equal opportunity programs.

FORCE MAJEURE: City may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and or installations at the direction of City and shall deliver them when the cause affecting the delay has been removed. City shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this P.O. and City's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies City as soon as they occur. City may cancel this P.O. if such delay exceeds thirty (30) days from the original delivery date. Seller shall use its best efforts to grant preference to this P.O. over those of other customers, which were placed after this P.O.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this P.O. on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to City. Seller shall be deemed to have the legal authority to enter into this P.O. with City on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this P.O. and the attached specification with respect to any obligation of Seller, the provision which impose the greater obligations upon Seller shall prevail.

BIDDER (COMPANY): _____ DATE: _____

SPECIFICATIONS AND BIDDER BID PAGES

SECTION III

Bidder's Response and Acceptance

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated.

Project Title: Vehicle Computer Mounts, Lighting and Accessories;
(RFQ) number 137999.

Quotation Due Date: Tuesday, 3:00 p.m., August 10, 2010

Successful bidder will supply the computer mounts, lighting and accessories described in items 1-28 below. Items will be supplied according to the manufacturer and part number specified – no substitutions allowed. All pricing will be FOB Palo Alto CA, and will include all freight and miscellaneous charges. All items supplied will be billed on a single invoice, reflecting the format of this RFQ.

Schedule A:

ITEM	QTY	U/M	DESCRIPTION	PRICE	EXT. PRICE
1.	1	EA	Gamber-Johnson QUAD-MOTION TS3 Four-motion attachment	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
2.	1	EA	Gamber-Johnson NP-NOTEPAD4 Universal computer mount	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
3.	1	EA	Gamber-Johnson 7160-0036 Mount base	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
4.	1	EA	Gamber-Johnson DS-LOWER-5 Lower base	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
5.	1	EA	Gamber-Johnson LAC-02 Support brace	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
6.	6	EA	Gamber-Johnson 7160-0090 Mount base	\$	\$
7.	6	EA	Gamber-Johnson 7160-0230 Support brace	\$	\$
8.	7	EA	Gamber-Johnson QADJ-UPPER-M Upper pole	\$	\$
9.	5	EA	Gamber-Johnson NP-PANDOCK Docking station	\$	\$
10.	1	EA	GoLight 2020 Permanent mount spotlight with dash mounted remote	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$
11.	1	EA	National Signal Low Profile Directional Display™ panel 30" X 60" 25 LED lightheads with 25' control cable and 25' power cable.	XXXXXXXXXXXXX XXXXXXXXXXXXX	\$

BIDDER (COMPANY): _____ DATE: _____

SPECIFICATIONS AND BIDDER BID PAGES

SECTION III

12.	6	EA	Tripp-Lite PV700HF 700-watt compact power inverter	\$	\$
13.	25	EA	Truck-Lite 80162C LED dome light	\$	\$
14.	1	EA	Unity 330GM Post-mount spotlight	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
15.	1	EA	Unity 184RH Spotlight installation kit	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
16.	1	EA	Unity 330V Door-mount spotlight	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
17.	1	EA	Unity 189 Spotlight installation kit	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
18.	5	EA	Unity 330P Post-mount spotlight	\$	\$
19.	5	EA	Unity 29RH Spotlight installation kit	\$	\$
20.	2	EA	Whelen MJYAAP Mini Justice® series lightbar with four (4) corner amber modules.	\$	\$
21.	1	EA	Whelen Low profile adjustable mounting foot with strap kit for Mini Justice® lightbar (2011 Ford F-150).	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
22.	70	EA	Whelen 50A02ZAR 500 Series Linear Super-LED surface mount lightheads with black flanges	\$	\$
23.	70	EA	Whelen 5FLANGEB 500 Series black trim ring kit	\$	\$
24.	8	EA	Whelen TANF85 Traffic Advisor™ front-load 500 Series LED	\$	\$
25.	7	EA	Whelen JY2AAAA 56.25" Justice® WE-CAN series lightbar with four (4) corner amber modules and including the following options: six (6) JDCA – inboard amber module.	\$	\$
26.	5	EA	Whelen MKEZ2 Low profile adjustable mounting foot with strap kit.	\$	\$
27.	1	EA	Whelen Low profile adjustable mounting foot with strap kit for Justice lightbar (2010 Sprinter van).	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
28.	1	EA	Whelen Low profile adjustable mounting foot with strap kit for Justice lightbar (2011 Ford F-250).	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	\$
29.	Sales Tax @ 9.25% on items 1-28				\$

TOTAL – SCHEDULE A, ITEMS 1 through 29: \$ _____

Grand Total in words: _____

BIDDER (COMPANY): _____ DATE: _____

SPECIFICATIONS AND BIDDER BID PAGES

SECTION III

PAYMENT TERMS _____

Number of calendar days for delivery (ARO) for Schedule A: _____

Lowest Responsible Bidder

The lowest bid shall be the lowest grand total price of the Base Bid items. This total is being used for the purpose of determining the lowest responsible bidder.

Signature must be the same as signature in Section I – Request for Quotations and Bidder Required Information.

Signature:

(Signature)

(Print name)