

CITY OF CONCORD, CALIFORNIA

May 24, 2011

REQUEST FOR BIDS #2225

“TRUNK MOUNTED WEAPONS LOCKERS”

INSTRUCTIONS TO BIDDER

1. General: City of Concord is seeking bids for the following: Furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) **to provide, deliver and install Trunk Mounted Weapons Lockers** as specified herein. Pricing shall be F.O.B. Destination. Destination is City of Concord, 1350 Galindo Street, Concord, California 94520. No charge shall be allowed for your preparing a response to this Request for Bid.

The City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. Subcontractors: Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Concord.

3. Examination of Specifications: Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the bidder’s own risk and relief on a plea of error cannot be secured.

4. Questions, Interpretations, or Corrections of Bid Document: Bidder shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. For questions regarding this solicitation, contact Anita Bell-Karno, Purchasing Agent at 925-671-3219 or Cheryl Owens, Police Department Administrative Services Manager at 925-603-5878.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder’s sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

Please note that the City of Concord does not use any bidding service. It is the potential bidder’s responsibility to

contact the City of Concord Purchasing Office if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted in the City's website, www.cityofconcord.org/business/purchasing. Otherwise the document(s) posted will provide instructions on how to obtain the solicitation document and/or addenda.

5. Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

6. Exceptions: Although it is the intention of the City of Concord to accept only those bids which are in strict compliance with these specifications, any bidder that cannot meet all specifications must explain all exceptions to the bid specifications in detailed written form. A short list of bid finalists will be determined and announced only after a careful review of all submissions.

Failure to comply with the terms of this paragraph shall be cause for rejection.

Note: The product offered must fit into the vehicles as described in Page 9, Specifications, Item 3 Design Requirements. There is no exception for this requirement.

7. Terms of the Offer: City of Concord's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

8. Agency Compliance/License: All equipment and materials shall comply with all applicable federal, state, and local safety rules and regulations, including OSHA. All transactions related to this Request for Bid and any order resulting from it shall be governed by the laws of the State of California.

9. Award: The bid shall be awarded in accordance with the appropriate codes and policies, in a timely manner to the "lowest, responsible bidder". City of Concord municipal code applies the "best value" concept. Criteria in determining low bid shall include, but not be limited to:

The City shall evaluate submittals received on the following criteria:

- a. Cost; and
- b. The ability, capacity, and skill of the bidder to provide the product required; and
- c. The ability of the bidder to provide the product promptly or within the time specified without delay or interference; and
- d. The quality of the bidder's performance on previous purchases or contracts with the City of Concord; and
- e. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- f. The ability of the bidder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

10. Insurance: Upon notification of award, the successful bidder must provide an insurance certificate within 10 working days. The successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional

insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

11. Local Vendor Preference: In accordance with Policy and Procedure No. 142, an advantage shall be extended to City of Concord businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any bidder claiming this preference must include their current City of Concord business license information at the time of the submittal.

12. Bid Forms: Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include an original and **four (4) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have the original signature and must be signed by a person who is authorized to bind the bidding firm. The four additional sets (copies) may contain photocopies of the original package.

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the City of Concord, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All proprietary information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The City will not recognize submittals where all the information in the proposal is submitted as proprietary information or a trade secret.

13. Modifications and Withdrawal: Submittals may not be modified after submittal. Respondents may withdraw proposals at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the City prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

14. Bid Protest: Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City Purchasing Agent no later than 5:00 p.m. of the fifth (5) business day following the date of the Bid opening.

1. The initial protest must contain a complete statement of the basis of the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
4. The party filing the protest must have actually submitted a Bid. A subcontractor of a party filing a Bid on this purchase may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy In The Event Of Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further to pursue the Bid Protest, including filing of a challenge of the award, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

6. The City shall review all timely protests prior to formal award of the Bid. The City shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the City Manager or the City Manager's designee. At the time of the City's consideration of the award of the bid, the City shall also consider the merits of any timely protest. The City may either accept the protest or award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.
7. These bid protest procedures shall not limit the City's ability to reject all bids

15. Submittal Deadline: Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the City of Concord, Finance Office, 1950 Parkside Drive, MS06, Concord, California 94519. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening and will be available on the City's website, www.cityofconcord.org/business/purchasing. Bid results may be faxed or mailed to interested parties upon request by contacting the Purchasing Agent 925-671-3219.

Sealed bid submittals will be received until **THURSDAY, JUNE 2, 2011, 3:00 P.M.** as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the Finance Office before the submittal deadline. Bids are to be submitted in a sealed envelope to: City of Concord, Finance Office, 1950 Parkside Drive, MS 06, Concord, California 94519. Bidder assumes the burden of delivery. Submittals are to be clearly marked:

**“REQUEST FOR BID # 2225
TRUNK MOUNTED WEAPONS LOCKERS
SUBMITTAL DEADLINE: THURSDAY, JUNE 2, 2011, 3:00 P.M.”**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any

way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contract shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. *Note: This purchase is not a public project.*
7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the City Clerk of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. This is not a prevailing wage contract. *Note: This purchase is not subject to prevailing wage.*
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.
9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons

acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.

12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Arbitration:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with Section 9-1.10, State of California, Department of Transportation, Standard Specifications, July 2002.
14. **Attorney's Fees:** In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.
15. **Assignment:** The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance and Course of Construction Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy for "all risk" construction in an amount sufficient to cover all work performed in accordance with the Contract Documents.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

Coverage shall not extend to any indemnity coverage for the active negligence of the additionally insured in any

case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage **\$2,000,000 CSL**

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

Except as provided for in Section 7-1.12 of the Standard Specifications, the Contractor shall save, keep, and hold harmless the City, its officers, and agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance, except as provided for in Section 7-1.12 of the Standard Specifications.

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be

insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any City insurance is to be considered excess.

SPECIAL PROVISIONS

1. Sales Tax/Costs: Effective April 1, 2011, the sales tax rate for Concord-based vendors is 9.75%; the rate for non Concord-based vendors is 9.25%. If the successful bidder does not collect sales tax as part of the invoice/payment process, the City will make payment of the tax directly to the State of California in the form of a use tax at the same rate. (Note: Do not include sales tax in the bid submittal.)

All costs, except sales tax, must be included in the submittal. If certain costs, such as shipping or installation, are not included in the "each" or unit cost and charged separately, those costs may be listed separately on the bid form

2. Payment Terms: Upon delivery of the equipment, the City of Concord shall inspect, test, and accept the products awarded. Upon acceptance of the equipment by the City of Concord, and receipt of a correct and complete invoice, the City shall make payment within thirty (30) days.

3. Alternate Product: Where an apparent low bidder has proposed an alternate product, the burden of proof to demonstrate equivalency shall rest entirely with that bidder. All evidence of equivalency shall be based on the detailed guidelines set forth in this specification. The bidder must include in the bid submittal sufficient

documentation that the product offered meets the published requirements. Failure to do so will result in the submittal no longer being considered. The City shall be the sole judge of whether the alternate product offered meets published requirements. The City of Concord reserves the right to waive immaterial variations in the specifications.

4. Sample: During the evaluation process, the City reserves the right to examine the product offered. Upon a faxed written notification issued by the Purchasing Agent subsequent to the bid opening, the bidder must provide the product offered within three (3) City of Concord working days. Failure to provide the product offered within the time allowed may result in the submittal to be no longer considered. Bids for item(s) that do not perform to the City of Concord's satisfaction will be declared non-responsive and will not be considered for award of bid. Demonstrations are at no cost to the City.

5. Employee Screening: Prior to beginning work, the successful bidder will be required to provide Cheryl Owens with the names of all personnel who will be working on this job. All personnel who will be working on this job will be fingerprinted at the Concord Police Department for a criminal history check. The cost for fingerprinting applicants is \$41.00. The Concord Police Department will waive the \$41.00 fingerprint live-scan fee. The criminal history check is conducted by the State of California. The cost is approximately \$60 per person. These costs will be paid by the successful bidder. Those personnel not deemed acceptable by the City of Concord's Police Department will not be allowed to work on this project.

SPECIFICATIONS

1. Scope: The City of Concord Police Department is intent on purchasing trunk mounted weapons lockers for fifty-seven (57) police cars. The following detailed product specifications set forth the features intended for use by members of the Concord Police Department.

The City of Concord reserves the right, at any time during the procurement process, to request documentation from bidder(s) proving compliance with any or all of the terms of this specification. Orders may not be placed, or payment for delivered product made, until the City of Concord is assured that the trunk mounted weapons locker supplied fully complies with the specifications set forth herein.

Submission of non-compliant bid packages severely hinder the process of locker selection and bid award. Therefore, any prospective bidder whose products do not specifically comply to each and every detail of this locker specification is urged not to submit a bid.

2. Purchase Requirements:

A. Specific Quantity: The City of Concord intends to purchase a total of fifty-seven (57) trunk mounted weapons lockers. The successful bidder agrees to supply the same trunk locker at the unit price cost of the above quantity order for an additional period of twelve (12) months for placement in new police vehicles and/or normal replacement purposes.

The City of Concord reserves the right to increase the quantities at the time of award, at the same firm unit prices bid herein.

B. Price Extension: The contractor is asked to offer the unit price quoted in this bid for four (4) additional years, subject to annual price increases of up to 4%.

3. Design Requirements:

A. Intended Use and Utility: The trunk mounted weapons locker detailed herein is intended to be mounted in

marked and unmarked police vehicles in the patrol fleet of the Concord Police Department. It is also intended for daily use and should be constructed to provide a high degree of security of items to include weapons, evidence and other sensitive materials.

The trunk mounted weapons locker will be mounted in the trunks of the existing fleet of Ford vehicles. The trunk mounted weapons locker must be able to be interchangeably mounted in all major makes and models of police vehicles in production including but not limited to Ford, Dodge and Chevrolet products.

Since security is paramount, the contractor must supply and install metal security plates on the interior of all trunk lids where the locker will be installed. This will prevent access to the trunk by way of disabling the plastic rear light housing and accessing the trunk via the emergency release lever.

All installations must be completed on the premises of the Concord Police Department.

B. General Design: The trunk mounted weapons locker shall meet or exceed the following minimum specifications. Substitutions will not be allowed due to the nature of the items that will be stored in the lockers.

The trunk mounted weapons locker must be made from 12 gauge aluminum.

The drawer must extend out to 90% of the box and must be removable. The drawer must wrap around the cabinet frame and have a 30lb gas shock to assist in opening. The drawer must have a single handle that extends more than 75% of the drawer width. A Simplex 900 series lock must be mounted in the center of the drawer and the drawer must be lined with 3mm neoprene.

The cabinet frame must have an Adams Rite 7140 electric strike with push button release. The cabinet must be bolted through the wheel well and the metal wall behind the rear seat. The cabinet must be machine riveted or welded together and must be powder coated black.

Two timers must be able to supply power to the lock. One will be a timed delay off of a momentary push button while the second will be a 12v timer that is activated via the ignition.

The cabinet must measure 21” deep by 43.5” wide by 10” tall.

4. Product Consistency:

A. Quality Control Program and Policy: Any manufacturer bid must have a comprehensive Quality Control Program, which includes a written Q.C. Policy and the minimum quality assurance steps shown below. The manufacturer must also be Quality Certified by an accredited Quality registrar to the ISO 9001 standard. Certificate of registration must accompany this bid. All documents and data must be made available for inspection upon request.

B. Product Consistency: The manufacturer must warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified.

The manufacturer must allow unannounced plant and data inspections if the City wishes to conduct them, at any time during or after the production of the agency’s vests. (Note: All plant visits will be paid for by the City of Concord.

5. Pre-Award Testing: All bid submissions that appear to conform to the specifications contained herein will be considered as prospective vendors.

6. Guarantee/Warranty: Any vehicle weapon locker exhibiting defects during the warranty period shall be replaced

without cost, including freight, by the bidder and/or manufacturer.

A. Packing Slips: Each shipping carton shall contain a packing slip bearing the manufacturer's name, commodity and quantity. The packing slip shall be easily identified and readily available. If attached to, or included within a carton, that carton shall be suitably marked to facilitate locating the slip.

7. Contractual Requirements:

A. Inspection of Facilities: Representatives of the City of Concord Police Department shall be permitted to inspect the vehicle weapon lockers manufacturer's facilities as deemed necessary.

B. Full Disclosure: Bidder shall submit a legal and binding agreement that describes which of the parties shall be responsible for any and all financial or legal claims against the bidder.

Bidder shall disclose any and all legal or administrative actions, civil or criminal, resolved or unresolved, that have occurred or have been filed in any jurisdiction(s), in the past five (5) years, involving the bidding entity and/or weapon locker manufacturer, or its (their) officers or principals. Said disclosure shall be in written form and shall include a brief summary of the action(s), a list of parties, and any relevant case or control number(s).

C. Deficiencies: The City of Concord reserves the right to waive minor deficiencies, formalities or technical variances which by their nature are restrictive if, in its judgment, it would be in the best interest of the City of Concord to do so and it would not prejudice the rights of other potential bidders.

D. Subjective Considerations: In determining the most advantageous bid, the City of Concord also reserves the right to consider quality, workmanship, service, dependability and reputation of the bidder, manufacturer and/or distributor, independent of price.

8. Installation: All installations must be completed on the premises of the Concord Police Department. Installation may be performed Monday through Thursday, except City of Concord holidays/furlough days as desired by the City, between the hours of 8:00 a.m. and 5:00 p.m.

The entire solicitation document does not need to be returned – only this bid submittal section in the original page format and required documents.

CITY OF CONCORD

RFB #2225 - “TRUNK MOUNTED WEAPONS LOCKERS”

BID SUBMITTAL

TO THE CITY OF CONCORD: In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers’ Compensation Insurance and all payroll taxes on such labor) to provide, deliver, and install **Trunk Mounted Weapons Lockers**, in accordance with the Special Provisions and Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B. delivered and set up as described in this document. All costs, excluding sales tax, must be included in the bid submittal.

I. COST:

Item	Quantity	Description	Unit Cost	Extended Cost
1.	57	Trunk Mounted Weapons Locker	\$	\$
2.		Other Costs: Must describe (See Special Provisions, Item 1):		
	XXXXX	Total (Sum of 1,2,etc)	XXXXXXXX	\$

Name of Bidder: _____

RFB #2225 – Trunk Mounted Weapons Lockers

(Bid Submittal, continued)

(COST) : Provide trunk mounted weapon lockers (I. Cost, Item 1) unit cost in words: _____

_____ dollars

and _____ cents

II. PRODUCT OFFERED:

1. Product Offered: Provide the manufacturer and model/part numbers:

2. Exceptions: Provide all exceptions. Attached an additional sheet(s) of paper if necessary. (See Instructions to Bidders, Item, 6.).

Name of Bidder: _____

(Bid Submittal, continued)

III. OTHER:

1. Guarantee/Warranty: Provide a copy of the warranty. (See Specifications, Item 6)

2. Full Disclosure: Provide a copy of an agreement that describes which of the parties shall be responsible for any and all financial or legal claims against the bidder. (See Specifications, Item 7B.)

Bidder shall disclose any and all legal or administrative actions, civil or criminal, resolved or unresolved, that have occurred or have been filed in any jurisdiction(s), in the past five (5) years, involving the bidding entity and/or weapon locker manufacturer, or its (their) officers or principals. Said disclosure shall be in written form and shall include a brief summary of the action(s), a list of parties, and any relevant case or control number(s). (See Specifications, Item 7B.)

3. Price Extension: (See Specifications, Item 2B)

If agreeable to the successful bidder, the same prices, terms and conditions of this solicitation are extended for four (4) additional years, subject to a price increases of up to 4%. .

_____ Yes

_____ No

4. Local Vendor Preference: If applicable, provide City of Concord business license number and expiration date: (See Instructions, Item 11).

Name of Bidder: _____

(Bid Submittal, continued)

5. The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.

Addendum No.	Date
_____	_____
_____	_____

Submitted by:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ STATE, ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ DATE: _____



CITY OF CONCORD

Number: 142
Authority: Council Motion
Effective: 6/2/92
Revised: 7/27/09
Reviewed: 2004
Initiating Dept.: FI

**LOCAL VENDOR PREFERENCE
FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

- 4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.
- 4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.
- 4.3 The local vendor preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

- 5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.
- 5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.
- 5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.
- 5.4 Public projects governed under the State of California Public Contract Code.
- 5.5 Professional or consultant services.
- 5.6 Sole source purchases.
- 5.7 Purchases of supplies, services, and equipment not requiring bids.

RFB #2225 – Trunk Mounted Weapons Lockers

- 5.8 Application of the local vendor preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.