



CITY OF INGLEWOOD, CALIFORNIA

RFB-0017

MOBILE DATA COMPUTER /TERMINALS

QUOTES DUE:

April 29th , 2009 at 11:30 am

AT
THE OFFICE OF THE CITY CLERK
1stTH Floor City Hall
One Manchester Blvd.
Inglewood, CA 90301

Contact Person During Bidding Period:
Michael Tate, Procurement and Contracts Coordinator
(310) 412-5364

City of Inglewood

RFB-0017
TABLE OF CONTENTS

	<u>Page</u>
1 INVITATION TO SUBMIT BID	3
2 INSTRUCTIONS TO BIDDERS	5
3 LIST OF GENERAL PROVISIONS	6
4 WORK INSTRUCTIONS	11
5 BIDDER'S PROPOSAL AND STATEMENT PAGE	13
6 DECLARATION FOR THE BIDDER	15
7 EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES	16
8 NON-COLLUSION DECLARATION	17
9 NO BID FORM	18

RFB-0017
CITY OF INGLEWOOD
INVITATION TO SUBMIT BID
(Specifications and Conditions Governing Bid Award)

Project for proposal: **MOBILE DATA COMPUTER/TERMINALS**

The City of Inglewood invites and will receive quotes duly filed as provided herein for the furnishing of material for the above-designated project.

Each bid shall be submitted and completed in all particulars using the form entitled; "Bidder's Proposal and Statement" attached hereto and must be enclosed in a sealed envelope as described in the "Submission of Proposal" section contained in the General Provisions of this document.

Quotes will be opened in public, and will be announced then and there to all persons present. Specifications and other bid documents for the above items are on file in the Purchasing Department, and may be obtained upon request.

The City Council reserves the right to waive any irregularities in any bid, and to take quotes under advisement for a period not to exceed sixty days from and after the date bids are opened and announced.

RFB: MOBILE DATA COMPUTER/TERMINALS

The following conditions and terms apply:

- 1) The City Council reserves the right to reject any or all bids.
- 2) Attached are detailed specifications and conditions for bid submission.
- 3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
- 4) If any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
- 5) Bid specifications may be obtained from the Purchasing Division located on the 8th floor of City Hall, or call (310) 412-5266.
- 6) All proposals must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Please give unit price as specified. Proposal shall be valid for forty-five (45) calendar days from receipt of bid.
- 7) The City reserves the right to add or subtract quantities based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

TIMOTHY E. WANAMAKER
CITY ADMINISTRATOR
CITY OF INGLEWOOD, CALIFORNIA

RFB-0017

INSTRUCTIONS TO BIDDERS

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. **PROPOSAL:**

- a. Have you submitted a bid on all items of the proposal? _____
- b. Is proposal properly signed and dated? _____
- c. If bid is being submitted by a corporation, is corporate seal affixed to proposal? _____

2. **CONTRACT COMPLIANCE:**

- a. Have you completed the non-collusion affidavit? _____
- b. Is the non-collusion affidavit properly signed and duly notarized? _____
- c. Have you examined and understand the requirements and forms to be furnished on the project? _____

3. **BUSINESS CERTIFICATE**

Are you aware of, Section 6, entitled Inglewood Business Tax Certificate? _____

GENERAL PROVISIONS

Section 1.	PRICES.....	7
Section 2.	SUBMISSION OF PROPOSAL.....	7
Section 3.	PAYMENT TERMS.....	8
Section 4.	REQUEST FOR INFORMATION.....	8
Section 5.	LOWEST RESPONSIBLE BIDDER.....	8
Section 6.	INGLEWOOD BUSINESS TAX CERTIFICATE.....	9
Section 7.	INDEMNIFICATION.....	9
Section 8.	NON-DISCRIMINATION.....	9
Section 9.	AWARD OF BID.....	9
Section 10.	EXECUTION OF AGREEMENT.....	9
Section 11.	TERMINATION OF AGREEMENT.....	10
Section 12.	RIGHT OF CITY TO WITHHOLD PAYMENT.....	10

RFB-0017

GENERAL PROVISIONS

The City of Inglewood, California hereby extends an invitation to submit a proposal in accordance with this quote, to provide labor and or materials for the designated purchase. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There is no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the bidder at the City's option.

Section 1. PRICES

The proposal shall state the total cost for the product or service as specified in this document.

Section 2. SUBMISSION OF PROPOSAL

Proposals shall be submitted on the **BID FORMS** provided by the City and shall be enclosed in a sealed envelope, marked and addressed as directed. The bidder shall state in words and figures the specific sum for which he/she proposes to supply the contracted item or service. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the proposal will be considered.

Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the Purchasing Manager for its withdrawal and the proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

The proposal should be identified as follows:

The envelope enclosing the proposal shall be sealed and addressed to the City Clerk (1st floor), City Hall, One Manchester Boulevard, Inglewood, CA 90301. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words "Proposal For..." followed by the name of the work and the date and hour of bid opening.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive informalities in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require. **Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any bid to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely bid of a proposal.**

Section 3. PAYMENT TERMS

Standard payment shall be made by City check.

Section 4. REQUEST FOR INFORMATION

Firms shall include all information and documents to describe the vendor's experience.

Section 5. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's bidding documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity for the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

Section 6. INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

Section 7. INDEMNIFICATION

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld

Section 8. NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

Section 9. AWARD OF BID

The award of bid will be to the vendor that is the lowest responsive bidder. The materials and or workmanship proposed meet the required specifications and the price is the lowest .

Section 10. EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

Section 11. TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

Section 12. RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

Work Instructions**Mobile Data Computer/Mobile Data Terminal Specifications****Motorola Workstation 810 series (or higher) Motorola brand or equivalent with the following minimum specifications:**

- CPU Intel® Core™2 Duo (Merom) T5500; 1.66 GHz; 2 MB L2 cache; 667 MHz FSB (Standard)
- Intel Core 2 Duo (Merom) T7400; 2.16 GHz; 4MB L2 cache; 667 MHz FSB (Optional) or Intel Celeron® M 430; 1.73 GHz; 1 MB L2 cache; 533 MHz FSB
- Expansion options Optional Communications and Video Expansion Board: adds 1x RS232 port, 1x USB 2.0 port, 2x Ethernet ports (10/100 Mbps), 1x DVI port, 1x video input (PAL or NTSC)
- Optional Serial and USB Expansion Board
- I/O interfaces included 1x RGB display interface
- 3x USB 2.0 in 12.1" displays (1 for keyboard, 2 general purpose)
- 1x External Type II PCMCIA port
- 1x Auxiliary port (Centronics-type 26 pin connector for ignition sense, vehicle speed/direction, and other data)
- Memory 1 GB standard
- Motorola Vehicular Radio Modem (VRM) 850 series (or higher) Motorola brand or equivalent
- Operating system Microsoft Windows Vista Business edition, SP1
- Pointing device Built into keyboard
- High brightness display: 12.1" High Brightness (1200 NIT) XGA, with RGB or DVI interfaces. Resistive tempered glass touchscreen. Viewing Angles V=160, H=160. Contrast Ratio 1:400. 8 programmable buttons with backlit insets so you can custom label user functions. Speaker, .5W. 3 USB 2.0 ports (1 keyboard, 2 general use)
- 80 GB shock mounted hard drive

- Bluetooth connectivity
- GPS Optional dead reckoning GPS module
- Wireless WAN integrated Private DataTAC, EVDO Rev A/1xRTT, or GPRS/Edge/UMTS modem
- Compatibility with Motorola Airmobile and TxMessenger

DELIVERY TIME

The firm awarded this contract shall deliver all items to the City of Inglewood within 90 days. The delivery and will be the sole responsibility of the vendor awarded the bid. If the firm awarded this bid fails to meet the due date requirements, the City reserves the right to terminate this agreement and award the bid to the next lowest bidder.

MATERIAL SUBSTITUTIONS

Absolutely no substitutions to the items that you have submitted for your proposal are allowed. All items received that differ from those called out in the proposal shall be returned at the vendor's expense.

WARRANTY

All products shall be guaranteed for defective materials and workmanship, commencing at final acceptance. No payment shall be made without a written guarantee. **Minimum warranty required is 1 year parts, 1 year labor.**

Products found to be defective or not in accordance with specifications shall be corrected by the vendor promptly after receipt of written notice from the City. If the vendor fails to make such replacements promptly, the City reserves the right to cancel the agreement.

Note:

This quote is for material. Installation will be performed by the City of Inglewood

RFB-0017**PROPOSAL AND STATEMENT PAGE****To the Mayor and City Council****City of Inglewood****Inglewood, CA 90301****THE UNDERSIGNED PROPOSES AND AGREES TO FURNISH IN ACCORDANCE WITH
SPECIFICATIONS ALL MATERIALS AT THE FOLLOWING PRICES:**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	10	Motorola Workstation 810 series (or higher) as specified in the work instructions. Motorola Brand or equivalent		
SUBTOTAL				
TAX 8.75%				
FREIGHT/DELIVERY FOB DESTINATION				
GRAND TOTAL				

\$

(GRAND TOTAL IN WORDS)

The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all quotations submitted; to re-advertise at its discretion.

Company's Legal Name

Street Address of Company

City	State	Zip code	Phone number
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Authorized Signature	Title	Date
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Type or Print Above Name

Tax Identification Number

If contractor (must provide license number)

The original copy of the quote must be signed in writing, sealed and submitted in the envelope furnished.

DECLARATION FOR THE BIDDER

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

_____.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

RFB-0017

Extension of Contract to Other Public Agencies

The prices, terms and conditions of this quote may be extended to other governmental agencies at the mutual agreement of both the city and the bidding vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with successful bidder. The City of Inglewood does not warrant any additional use of the contract by such agencies. The bidder's response as requested below will no way affect the City of Inglewood's consideration of this quote.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this quote.

Yes _____ No _____ Length of time _____ Days/Months

RFB-0017

NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with the contract described below.

(Full description of contract):

I declare under penalty that the foregoing is true and correct to the best of my knowledge.

Executed at _____, California on

_____200_____

Signature of Bidder

RFB-0017

NO BID FORM

TO ALL BIDDERS:

IF YOU **DO NOT** INTEND TO SUBMIT A QUOTE/BID FOR THIS PROJECT,
PLEASE INDICATE BELOW AND RETURN **IMMEDIATELY** TO THE PURCHASING
DIVISION OF THE CITY OF INGLEWOOD.

_____THE FIRM CANNOT SUPPLY THE ITEM(S)/COMMODITIES SPECIFIED,
PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_____THE FIRM BELOW CANNOT BID AT THIS TIME BECAUSE OF THE
FOLLOWING: _____

_____THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF
INGLEWOOD BID LIST, PLEASE REMOVE OUR NAME.

Quote/Bid Number: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____