



November 18, 2009

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

PROJECT TITLE:

REGIONAL WATER QUALITY CONTROL PLANT (RWQCP)
DIGITAL RADIO HARDWARE SCHEDULE

REQUEST FOR QUOTATION (RFQ) NUMBER 134312

RFQ DUE DATE: 3:00 P.M., TUESDAY, DECEMBER 8, 2009

Documents will not be accepted after 3:00 P.M., Tuesday, December 8, 2009

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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 Quote.

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

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

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

November 18, 2009

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

RWQCP DIGITAL RADIO HARDWARE SCHEDULE

Description of Project

The Regional Water Quality Control Plant (RWQCP) is replacing its complete analog Motorola radio system and legacy pager system with a new digital Motorola radio system. The scope of work involves supplying and configuring approximately 26 XPR6500 display radios, 27 XPR6300 nondisplay radios, and 1 XPR4300 desktop radio with various combinations of remote microphone and batteries. Hardware includes a repeater, duplexer, antenna, cables, desktop radio text messaging hardware, and a digital radio for PAPD communications. The radio system shall be complete including software, configuration, set-up, FCC licensing, and field installation.

Approximately 44 Motorola HT-1000 existing radios are offered for as-is trade-in along with 5 multiple charger units. Trade-in equipment will be available three months after successful field use of the new radio system by Palo Alto employees.

City of Palo Alto Request for Quotation (RFQ) number:

134312

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, December 8, 2009.

Buyer/Contract Administrator

Carolynn Bissett
Telephone Number: (650) 329-2460
Carolynn.Bissett@cityofpaloalto.org

Project Manager

James Allen
Telephone Number: (650) 329-2243

Contract Award

The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices on the base contract. This total is being used for the purpose of determining the lowest bid. The City reserves the right to award more than one contract from this RFQ.

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 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.

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

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

Notwithstanding the foregoing, City may terminate the agreement, with or without cause, by providing ten (10) days written notice.

Prices

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. In addition to price, the City shall consider the quality of supplies/services previously provided by, and the financial qualifications of the Bidder in determining the firm to which the city will award the Contract. In those instances when the selected firm is unable to meet City's requirements, City may buy such items, as City may deem necessary, from others.

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.

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.

Taxes

Quotations shall include all applicable federal, state and local taxes, import duties, commissions or other charges.

F.O.B. Point

Prices shall be F.O.B. Destination, 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)

(US Mail only)

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

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: RWQCP DIGITAL RADIO HARDWARE SCHEDULE, RFQ 134312

Bidder/Company name, and return address.

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 (COMPANY): _____ DATE: _____

(Fill in name on each page)

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

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. Have you (or your firm) previously worked for the City of Palo Alto? ____ Yes, or ____ No (if “Yes”, list above, or if necessary, provide information on additional sheets).

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

- 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 (COMPANY): _____ DATE: _____

(Fill in name on each page)

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

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*:

Officer*

(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 tie 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 Sellers= 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 form 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: _____

SECTION III - SPECIFICATIONS AND BIDDER BID PAGES

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: RWQCP DIGITAL RADIO HARDWARE SCHEDULE

Quotation Due Date: 3:00 P.M., TUESDAY, DECEMBER 8, 2009

BID SCHEDULE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
OPERATIONS DISPLAY RADIOS					
01	25	EA	MOTOROLA TRBO XPR6500 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDH9JA1_N	\$	\$
02	25	EA	BATTERY, IMPRESS LITHIUM-ION 2200MAH		\$
03	22	EA	REMOTE SPEAKER MICROPHONE W/ ENHANCE AUDIO OPTION, MOTO TURBO PORTABLES (PMMN4025)	\$	\$
04	5	EA	MULTI-UNIT IMPRES CHARGER W/ DISPLAY, MOTO TURBO PORTABLES WPLN4219	\$	\$
OPERATIONS CONFINED SPACE DISPLAY RADIOS					
05	3	EA	MOTOROLA TRBO XPR6500 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDH9JA1_N	\$	\$
06	3	EA	REMOTE SPEAKER MICROPHONE W/ ENHANCE AUDIO OPTION, MOTO TURBO PORTABLES (PMMN4025)	\$	\$
07	3	EA	BATTERY, 1400MAH INTRINSICALLY SAFE	\$	\$
STORMWATER NONDISPLAY RADIO					
08	1	EA	MOTOROLA TRBO XPR6300 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDC9LA1_N	\$	\$
09	1	EA	BATTERY, IMPRESS LITHIUM-ION 2200MAH	\$	\$
MISCELLANEOUS NONDISPLAY PLANT RADIOS					
10	6	EA	MOTOROLA TRBO XPR6300 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDC9LA1_N	\$	\$

SECTION III - SPECIFICATIONS AND BIDDER BID PAGES

MAINTENANCE NONDISPLAY RADIOS					
11	16	EA	MOTOROLA TRBO XPR6300 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDC9LA1_N	\$	\$
12	8	EA	REMOTE SPEAKER MICROPHONE W/ ENHANCE AUDIO OPTION, MOTO TURBO PORTABLES (PMMN4025)	\$	\$
13	16	EA	BATTERY, IMPRESS LITHIUM-ION 2200MAH	\$	\$
14	1	EA	MULTI-UNIT IMPRES CHARGER W/ DISPLAY, MOTO TURBO PORTABLES WPLN4219	\$	\$
MAINTENANCE NONDISPLAY CONFINED SPACE RADIOS					
15	2	EA	MOTOROLA TRBO XPR6300 PORTABLE RADIO, UHF 450-512 MHz, 4 Watts, 160 Channel, AAH55TDC9LA1_N	\$	\$
16	2	EA	REMOTE SPEAKER MICROPHONE W/ ENHANCE AUDIO OPTION, MOTO TURBO PORTABLES (PMMN4025)	\$	\$
17	2	EA	BATTERY, 1400MAH INTRINSICALLY SAFE	\$	\$
HARDWARE					
REPEATER HARDWARE AT INCINERATOR BUILDING					
18	1	EA	MOTOTRBO XPR 8300 REPEATER, AAM27TRR9JA7AN	\$	\$
19	1	EA	WALL MOUNT KIT INCLUDING WALL MOUNT BRACKET AND SCREWS FOR MOTO TRBO XPR8300 REPEATER PMLE4476	\$	\$
20	1	EA	DUPLEXER, UHF, 450-470 MHz RFE4000	\$	\$
21	1	EA	ANTENNA, 450-470 MHz, UNITY GROUND PLANE DB201-P	\$	\$
22	50	LF	1/2" FOAM HELIAX 50 OHM COAX CABLE LDF4-50A	\$	\$
TEXT MESSAGING HARDWARE					
23	2	EA	DMR PORT PROG CABLE FOR MOTOTRBO PMKN4012	\$	\$
24	1	EA	MOTOROLA XPR 4300 MOBILE RADIO, AAM27QNC9JA1-N	\$	\$
25	1	EA	POWER SUPPLY, MOTOROLA CDM1250, 14V, 10A, 25-60 WATT	\$	\$
26	1	EA	DESKTOP TRAY W/ SPEAKER, MOTO TRBO XPR4500 RSN4005	\$	\$
27	1	EA	UHF YAGI ANTENNA	\$	\$

BIDDER (COMPANY): _____ DATE: _____

SECTION III - SPECIFICATIONS AND BIDDER BID PAGES

SOFTWARE					
28	1	EA	PROGRAMMING SOFTWARE FOR MOTOTRBO CPS R1.0.59 GLOBAL MOTOTRBO RVN5115	\$	\$
INSTALLATION					
29	1	EA	FIELD SERVICE - COMPLETE SYSTEM INSTALLATION AND PROGRAMMING	\$	\$
30	1	EA	FCC LICENSING	\$	\$
RADIO HARDWARE TRADE-IN, AS IS CONDITION					
31	33	EA	TRADE-IN EXISTING EQUIPMENT (3m after installation): Motorola Handie Talkie HT-1000, Model H01SDC9AA3DN	\$	\$
32	5	EA	TRADE-IN EXISTING EQUIPMENT (3m after installation): Motorola multiple charger 6-radio stations, Model NTN1177C	\$	\$
33	13	EA	TRADE-IN EXISTING EQUIPMENT (3m after installation): Motorola Handie Talkie HT-1000, Model H01SDC9AA3DN	\$	\$
34	15	HR	PRE-ORDER CONSULTING SERVICES	\$	\$
35	6	MONTH	MONTHLY RENTAL OF REPEATER XPR8300 AND 2 XPR6500 DISPLAY RADIOS FOR TESTING	\$ /month	\$
9.25% Sales Tax					\$
Bid Total, items 01 – 35, including sales tax: (Total in words : _____)					\$

Lowest Responsible Bidder

The lowest bid shall be the lowest bid price on the Total of the Bid Schedule. Reference Section I, *Contract Award* for additional lowest responsible bidder information.

Payment Terms _____ **Delivery ARO** _____

Delivery: Delivery terms shall be **F.O.B. Destination, Freight Prepaid** in accordance with the attached terms and conditions. Vendor must be able to deliver within 3 -4 weeks ARO.

Deliver To: City of Palo Alto /Radio Service Center MSC 'B'
3201 East Bayshore Road
Attn: Terri Hoang
Palo Alto, Ca 94303

Signature must be the same as signature(s) in Section I – Request for Quotation and Bidder Required Information.

Signature: _____ (Signature)

_____ (Print name)