

City of Fayetteville Staff Review Form

2019-0744

Legistar File ID

12/3/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Sara Glenn

11/13/2019

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a contract between City of Fayetteville and Dana Safety Supply DBA Fleet Safety to supply Police SUV upfitting equipment to the City per Bid 19-46 for a term of one (1) year with four one-year automatic renewals.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081

Police/Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The "Current Budget" and "Item Cost" boxes have been left blank, due to the quantity of items will vary depending upon the departmental needs.



MEETING OF DECEMBER 3RD, 2019

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Sara Glenn, Fleet Operations Superintendent

DATE: November 13, 2019

SUBJECT: Police SUV Upfit Equipment Contract

RECOMMENDATION:

City Council approve the signing of the Police SUV Upfit Equipment contract with Dana Safety Supply DBA Fleet Safety of North Little Rock, AR; the awarded winner of Bid 19-46, for the purchase of required items to prepare Police SUV units for duty.

BACKGROUND:

The City of Fayetteville currently does not have a contract in place for purchasing the specific items necessary to upfit a Police SUV. A contract is needed to insure the vital equipment can and will be purchased at a defined low cost.

DISCUSSION:

Bid 19-46 was approved on 10/1/2019 by Purchasing.

Due to the complexity and requirements of upfitting and maintaining Police vehicles, Fleet's necessity of having an agreement to guarantee equipment for these units resulted in the posting of Bid 19-46. Through the bid process, Dana Safety Supply was able to provide the lowest pricing.

BUDGET/STAFF IMPACT:

Fleet recommends Council approve the Police SUV Upfit Equipment contract between the City of Fayetteville and Dana Safety Supply for Police vehicle equipment.

Within the first year of the agreement, Fleet will be able to prepare seven new units for a combined estimated total of \$25,323.27.

Attachments:

Bid Tab 19-46
Dana Safety Supply's Submitted Bid
Police SUV Upfit Equipment Contract



CITY OF
FAYETTEVILLE
ARKANSAS

Police SUV Upfit Equipment

Official Bid Tabulation

Lionel Jordan, Mayor

Date of Advertisement: 09.13.2019

Date of Issue: 09.13.2019

Bid No. 19-46

Date: 10.01.2019

Time: 2:00 PM

Item	Manufacturer	Description	Est. Qty.	Fleet Safety / Dana Safety Supply		Light Em Up, Inc.		Superior Automotive Group		Truckers Lighthouse	
				Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	ALERTE	10.750B - LED QUICK MOUNT BLUE	14	\$ 69.53	\$ 973.42	\$ 59.99	\$ 839.86	\$ 110.85	\$ 1,551.90	\$ 73.00	\$ 1,022.00
2	SHO-ME	10.6322 - MEGA 63 LED (BLUE) LIGHTS	14	\$ 52.00	\$ 728.00	\$ 45.00	\$ 630.00	\$ 64.35	\$ 900.90	\$ 46.00	\$ 644.00
3	WHELEN	GS2SP3B - WEC LEGACY 54" BLUE CORNERS, TIR ALLEY	7	\$ 1,605.00	\$ 11,235.00	\$ 2,285.00	\$ 15,995.00	\$ 1,773.45	\$ 12,414.15	\$ 1,688.00	\$ 11,816.00
4	WHELEN	STPKT93 - WEC LIGHTBAR BRACKET 2015+ TAHOE	7	No Charge	No Charge	\$ 20.00	\$ 140.00	No Charge	No Charge	\$ 47.00	\$ 329.00
5	WHELEN	CCSRN5 - WEC CARBIDE AMP CONTROL MOD W/CANPORT OBDII	7	\$ 665.00	\$ 4,655.00	\$ 20.00	\$ 140.00	\$ 845.00	\$ 5,915.00	No Charge	No Charge
6	WHELEN	CC5K2 - WEC CARBIDE INSTALLATION KIT FOR 2016+ TAHOE	7	No Charge	No Charge	\$ 10.00	\$ 70.00	No Charge	No Charge	\$ 689.00	\$ 4,823.00
7	WHELEN	CANCTL7 - WEC CONTROL 21 PUSH BUTTON CONTROL HEAD - ONLY	7	No Charge	No Charge	\$ 10.00	\$ 70.00	No Charge	No Charge	No Charge	No Charge
8	WHELEN	SAK63D - WEC 2017+ TAHOE DRIVER SIDE SA315P SPEAKER BRACK	7	No Charge	No Charge	\$ 15.00	\$ 105.00	No Charge	No Charge	\$ 18.00	\$ 126.00
9	WHELEN	SSFPOS16 - WEC H/L & T/L PLUG-IN FLASHER 2006+ PPG TAHOE	7	\$ 45.75	\$ 320.25	\$ 66.00	\$ 462.00	\$ 63.56	\$ 444.92	\$ 56.00	\$ 392.00
10	WHELEN	TADP8BB - WEC DOM PLUS LINZ6 T/A, BB	7	\$ 705.00	\$ 4,935.00	\$ 756.00	\$ 5,292.00	\$ 809.35	\$ 5,665.45	\$ 669.00	\$ 4,683.00
11	WHELEN	DBKT5 - WEC DOMINATOR UPPER REAR WINDOW MT	7	\$ 16.00	\$ 112.00	\$ 15.00	\$ 105.00	\$ 15.12	\$ 105.84	\$ 13.00	\$ 91.00
12	WHELEN	PDU42WB - D&R POWER DISTRIBUTION, TIMER, FUSE PANEL	7	\$ 197.80	\$ 1,384.60	\$ 189.00	\$ 1,323.00	\$ 233.40	\$ 1,633.80	\$ 218.00	\$ 1,526.00
13	WHELEN	SA315P - 100W COMPACT (BLACK) COMPOSITE 122DB SPEAKER	7	\$ 140.00	\$ 980.00	\$ 150.00	\$ 1,050.00	\$ -	\$ -	\$ 115.00	\$ 805.00
TOTAL BASE BID				\$ 25,323.27		\$ 26,221.86		\$ 28,631.96		\$ 26,257.00	

CERTIFIED:

A. Joren, Purchasing Manager CPPB, CPPO

Witness, Les McGaugh

Date

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 19-46, Police SUV Upfit Equipment

DEADLINE: Tuesday October 01, 2019 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 09.13.19

INVITATION TO BID

Bid 19-46, Police SUV Upfit Equipment

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Fleet Safety / Dana Safety Supply

Contact Person: Karla Scott Title: Asst. Manager

E-Mail: karla@fleet-safety.com Phone: 501-370-9500

Business Address: 1100 Hemlock St.

City: North Little Rock State: AR Zip: 72114

Signature: Karla Scott Date: 9.20.19

Tax ID number: 27-1557226

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 19-46, Police SUV Upfit Equipment

The City of Fayetteville is accepting sealed bids for the purchase of upfit equipment for police vehicles. This bid is for upfit equipment items only, does not include installation services, and does not include the actual vehicles. All bids shall be submitted to the City Administration Building, City Hall, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 before the deadline stated.

Sealed bids shall be received by Tuesday October 01, 2019 before 2:00 PM, local time. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids>. All questions should be directed to Les McGaugh.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville, AR

By: Les McGaugh

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 09.13.19

City of Fayetteville
 Bid 19-46, Police SUV Upfit Equipment
 Bid Form

DATE REQUIRED AS A COMPLET UNIT: 45 CALENDAR DAYS FROM DATE OF ORDER
 F.O.B. Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR 72701

Item #	Manufacturer, or Equal	Description	Estimated Quantity	Price Per Each	Extended Price
1	ALERTE	10.750B -LED QUICK MOUNT BLUE	14	\$ <u>69.53</u>	\$ <u>973.42</u>
2	SHO-ME	10.6322 - MEGA 63 LED (BLUE) LIGHTS	14	\$ <u>52.00</u>	\$ <u>728.00</u>
3	WHELEN	GS2SP3B - WEC LEGACY 54" BLUE CORNERS, TIR ALLEY	7	\$ <u>1605.00</u>	\$ <u>11,235.00</u>
4	WHELEN	STPKT93 - WEC LIGHTBAR BRACKET 2015+ TAHOE	7	\$ <u>incl.</u>	\$ <u>incl.</u>
5	WHELEN	CCSRN5 - WEC CARBIDE AMP CONTROL MOD W/CANPORT OBDII	7	\$ <u>665.00</u>	\$ <u>4,655.00</u>
6	WHELEN	CC5K2 - WEC CARBIDE INSTALLATION KIT FOR 2016+ TAHOE	7	\$ <u>incl</u>	\$ <u>incl</u>
7	WHELEN	CANCTL7 - WEC CANTROL 21 PUSH BUTTON CONTROL HEAD - ONLY	7	\$ <u>incl</u>	\$ <u>incl</u>
8	WHELEN	SAK63D - WEC 2017+ TAHOE DRIVER SIDE SA315P SPEAKER BRACK	7	\$ <u>incl</u>	\$ <u>incl.</u>
9	WHELEN	SSFOSI6 - WEC H/L & T/L PLUG-IN FLASHER 2006+ PPG TAHOE	7	\$ <u>45.75</u>	\$ <u>320.25</u>
10	WHELEN	TADP8BB - WEC DOM PLUS LINZ6 T/A, BB	7	\$ <u>705.00</u>	\$ <u>4,935.00</u>
11	WHELEN	DBKT5 - WEC DOMINATOR UPPER REAR WINDOW MT	7	\$ <u>16.00</u>	\$ <u>112.00</u>
12	WHELEN	PDU42WB - D&R POWER DISTRIBUTION, TIMER, FUSE PANEL	7	\$ <u>197.80</u>	\$ <u>1,384.60</u>
13	WHELEN	SA315P - 100W COMPACT (BLACK) COMPOSITE 122DB SPEAKER	7	\$ <u>140.00</u>	\$ <u>980.00</u>

TOTAL BASE BID: \$25,323.27

This bid from continues on the next page.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid

Upon signing this Bid, the bidder certifies that:

- X 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
Bid 19-46, Police SUV Upfit Equipment
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Unsigned bids will be rejected. Items marked * are

This bid form continues on the next page.

*NAME OF FIRM: Dana Safety Supply Purchc Name of Bidder: Fleet Safety
*D/B/A or Corporation Name Fleet Safety
*BUSINESS ADDRESS: 1100 Hemlock St
*CITY: North Little Rock *STATE: AR *ZIP: 72114
*PHONE: 501-370-9500 FAX: 501-370-9503
*E-MAIL: karla@fleet-safety.com
*BY: (PRINTED NAME) Karla Scott
*AUTHORIZED SIGNATURE: Karla Scott
*TITLE: Asst Manager
DUNS NUMBER: 622775232 CAGE NUMBER: 66FR2
*TAX ID NUMBER: 27-1557226

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 19-46, Police SUV Upfit Equipment

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, by section, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a

proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such

additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request

for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1.0 GENERAL

- 1.1 This contract is for one (1) year with four (4) automatic renewals. Price increase information is in Section 5.0.
- 1.2 This specification concerns an initial order and purchase of equipment currently needed to upfit current model year Chevrolet Tahoe SUV's currently owned/on order by the City of Fayetteville.
- 1.3 This bid does not include installation of the specified equipment and is for equipment only.
- 1.4 All items bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.5 All specifications written are to minimums, unless otherwise noted.
- 1.6 Wherever used in this bid, the following terms shall be understood to have the following definitions: "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder. "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.
- 1.7 Equipment supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville. Items shall be classified as FOB Destination, freight prepaid where the seller/bidder pays all freight charges, bears all freight charges, owns goods during transit and files any claims.
- 1.8 Deliveries for the items shall only be accepted during normal business hours between 8:30 AM and 4:00 PM, local time.
- 1.9 Specifications shall be completed on City provided forms and submitted with bid.
- 1.10 All items presented in the bid form will be ordered as a single order. Awarded bidder shall be allowed to deliver in multiple shipments; however, all items ordered shall be received within thirty (30) calendar days of order being placed by the City of Fayetteville. The City desires as few deliveries as possible.
 - a. ✓ Exceptions to delivering within 30 calendar days will be allowed for delays by the manufacturer which are outside of the bidder's control. Any exceptions to delivering within 45 calendar days shall be noted below:

- ◆ EXCEPTIONS (list line item number below with number of days for delivery from date of order): 3.5.a - 60-75 days

- 1.11 Cost of each individual line item shall include all costs including but not limited to the cost of the item, mark up, shipping, freight and any other associated costs with delivering the specified items on site. **Shipping and freight shall not be priced as a separate individual line item.** Pricing provided shall include all materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall not be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in bid evaluation.
- 1.12 Bidders shall bid and provide pricing on all line items of all sections in the bid form. Failure to bid on all line items shall result in rejection of bid. The City intends to award this bid to the lowest responsive responsible bidder.
- 1.13 Bidders shall quote products of the requested Manufacturer, or approved equivalent. FOR EACH LINE ITEM, BIDDER SHALL PROVIDE: Manufacturer's Name, Model number, and appropriate literature.

2.0 MANUFACTURER / MODEL

- 2.1 Item(s) bid shall be new, not used, and of the latest standard production model as offered for commercial trade.
- 2.2 Item(s) bid price shall be valid for the most current model year being sold. The City reserves the right to change model numbers to match newer model year police vehicles under the following conditions:
- a. ☒ Function remains the same
 - b. ☒ City's Item Description remains the same
 - c. ☒ And/or, New model police vehicles require newer model number equipment
 - d. ☒ And/or, Newer model number replaces previous model discontinued by manufacturer.

3.0 TECHNICAL SPECIFICATIONS

- 3.1 Bidder shall provide and deliver all items needed to upfit each vehicle in a single shipment.
- 3.2 Bidders shall quote products of the requested Manufacturer, or approved equivalent. FOR EACH LINE ITEM, BIDDER SHALL PROVIDE: Manufacturer's Name, Model number, and appropriate literature.
- 3.3 **Alerte**
- a. ☒ Item 1: LED QUICK MOUNT BLUE / 10.750B
 - 44 super bright LED's (BLUE)
 - Self-contained flasher
 - Horizontal mounting bracket
 - 10-foot cigarette lighter plug cable
 - Size: 7 3/4" W x 4" H x 1 1/2"D
 - Weight 8 oz.

3.4 Sho-Me

- a. ☒ Item 1: MEGA 63 LED (BLUE) LIGHTS / 10.6322
- 0.5A Avg / 0.7A Max
 - Measurements: 1-1/8" x 3/4" x 5-1/8"

3.5 Whelen

- a. ☒ Item 1: WEC LEGACY 54" LIGHTBAR (BLUE) CORNERS, TIR ALLEY / GS2SP3B
- b. ☒ Item 2: WEC LIGHTBAR BRACKET 2015+ TAHOE / STPKT93
- c. ☒ Item 3: WEC CARBIDE AMP CONTROL MOD W/CANPORT OBDII / CCSRN5
- d. ☒ Item 4: WEC CARBIDE INSTALLATION KIT FOR 2016+ TAHOE / CC5K2
- e. ☒ Item 5: WEC CANTROL 21 PUSH BUTTON CONTROL HEAD – ONLY / CANCTL7
- f. ☒ Item 6: WEC 2017+ TAHOE DRIVER SIDE SA315P SPEAKER BRACK / SAK63D
- g. ☒ Item 7: WEC H/L & T/L PLUG-IN FLASHER 2006+ PPG TAHOE / SSFPOS16
- h. ☒ Item 8: WEC DOM PLUS LINZ6 T/A, BB / TADP8BB
- i. ☒ Item 9: WEC DOMINATOR UPPER REAR WINDOW MT / DBKT5
- j. ☒ Item 10: D&R POWER DISTRIBUTION, TIMER, FUSE PANEL / PDU42WB
- k. ☒ Item 11: 100W COMPACT (BLACK) COMPOSITE 122DB SPEAKER / SA315P

4.0 WARRANTY

- 4.1 Warranty shall include the following, at minimum. Bidder shall serve as the warranty administrator for all items.
- a. ☒ Warranty date shall start upon the delivery by the manufacturer and completion of the manufactures representative inspection and acceptance of the equipment by the City of Fayetteville.
- b. ☒ All items bid shall have a one (1) year warranty or standard manufacturer's warranty, whichever is greater, against defects in workmanship and materials. Warranty shall include shipping to and from the City of Fayetteville. Warranty period shall begin starting with the date of acceptance from the City.

5.0 PRICE INCREASES -

- a. ☒ All Price Increases shall be provided with appropriate back up documentation showing itemized price increases received from suppliers and shall be approved prior to any orders taking place. Vendors shall allow thirty (30) calendar days for price increase approval. The City shall not allow a price change on orders shipped and/or delivered prior to a price request increase being submitted to the City. Prices bid shall be valid for a minimum of 180 calendar days from the date of bid opening.
- b. ☒ The City reserves the right and intends to award a secondary supplier contract to the second lowest responsive responsible bidder in case of quality or delivery issues by the primary provider.
- c. ☒ The City reserves the right to deviate from estimated purchase quantities. The current estimated quantities are based on actual usage data from the past year.
- d. ☒ Vendor guarantees against increases in quoted price for the first 180 calendar days from the date of the bid deadline.
- e. ☒ Contract Length shall be for one year with four (4) yearly renewable options. This contract may be terminated by either party by a thirty (30) day written notice without penalty.
- f. ☒ In the event of a price increase by the primary bidder, the City reserves the right to purchase from the second lowest responsive responsible bidder in the event such price increase causes the secondary bidder to be lower.
- g. ☒ If model numbers change per section 2.0 of the technical specifications, pricing on new model shall match percentage off MSRP of item as provided on bid form.

6.0 DELIVERY / DOCUMENTATION

- 6.1 All units shall be delivered in a single shipment to the City of Fayetteville Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR for compliance review and final acceptance.
- 6.2 Delivery shall include the following documents as a minimum. Items below can be coordinated and e-mailed in advance of shipment. Freight will not be allowed as a separate line item and shall be included with the cost of each item.
 - a. ☒ Invoice
 - b. ☒ Complete listing of all items included in order
 - c. ☒ Pricing breakdown of all items, matching bid pricing



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, AR
Contract for: Police SUV Upfit Equipment
Vendor: Dana Safety Supply (Fleet Safety)
Term: One (1) year with four one-year automatic renewals

This contract executed this ____ day of _____, 20__, between the City of Fayetteville, Arkansas, and **Dana Safety Supply dba Fleet Safety** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Fleet Safety agrees to provide ordered upfitting equipment to the City of Fayetteville for their Police SUVs, to complete Bid 19-46 as stated in the Police SUV Upfit Equipment bid proposal; and in accordance with specifications attached hereto and made a part hereof Bid 19-46 and this contract.
2. The City of Fayetteville shall pay Fleet Safety based on their bid proposal for stated commitments.
3. The Contract documents which comprise the contract between the City of Fayetteville and Fleet Safety consist of this contract and the following documents attached hereto, and made a part hereof:

Appendix A: Bid package identified as Bid 19-46 Police SUV Upfit Equipment, with the specifications and conditions typed thereon inclusive of all bidding documents and issued addenda.

Appendix B: Fleet Safety's bid proposal

4. These contract documents constitute the entire agreement between the City of Fayetteville and Fleet Safety and may be modified only by a duly executed written instrument signed by both parties.
5. Fleet Safety agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Fleet Safety performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. Fleet Safety shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that they carry the following insurance which shall be maintained throughout the term of the contract. The premiums for all insurance shall be paid by Fleet Safety.

Workmen's Compensation
Comprehensive General &
Automobile Insurance

Statutory Amount

Bodily Injury Liability

\$500,000 for each person injured.

Property Damage Liability

\$1,000,000 for each accident.

\$1,000,000 aggregate.

7. Fleet Safety shall also furnish proof of licensure as required by all local and state agencies.
8. The initial term of this contract shall be for one (1) year. The contract shall automatically renew for up to four (4) additional one (1) year terms unless either party provides notice of non-renewal at least thirty (30) days prior to the end of a term. Annual renewals shall be subject to annual budget approval by the City Council.
9. This contract may be terminated by the City of Fayetteville with 30 days written notice.
10. Liquidated Damages: N/A
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Deliveries: Items shall only be accepted during normal business hours between 8:30 AM and 4:00 PM, local time and must be signed as accepted by a City of Fayetteville employee. In addition, a copy of all items delivered must be provided.
 - A. All items order must be delivered within thirty (30) calendar days after requested, with the one noted exception shown within the Fleet Safety bid submittal. (1.10. a)
13. Warranties: All items shall have a one (1) year warranty or standard manufacturer's warranty, whichever is greater. Warranty start date shall begin after the acceptance of the item and inspection of the City of Fayetteville.
14. Invoicing: All invoices shall be presented to the City of Fayetteville with the minimum information listed below.
 - A. Order date and name of requestor
 - B. Delivery date and individual's name that signed as received
 - C. Itemized quantities and prices

*Invoiced amounts must match the amounts submitted within bid 19-46. *
15. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
16. Neither party shall assign its duties under the terms of this agreement. This is a non-exclusive contract and City of Fayetteville reserves the right to purchase similar items or services from other vendors as needed.

17. Contractor performance: The City of Fayetteville will use the following items throughout the duration of the contract to evaluate:

- A. Invoicing errors
- B. Delivery delays
- C. Item unavailability/backordering

WITNESS OUR HANDS THIS 31 DAY OF October, 2019

Darrin K Hope

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]
Signature

By: _____
LIONELD JORDAN, Mayor

DARRIN HOPE DIRECTOR OF SALES
Printed Contractor Name & Title

[Signature]
ATTEST (Signature)

ATTEST: (Signature)

Regina Diane Rose
Company Secretary (Printed Name)
Clerk

_____, City

Business Address

1100 Hemlock Ave NLR AR 72114
City, State & Zip Code

Date Signed: 10/31/19

Date Signed: _____