

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET – BID NUMBER B-20211025-760

Bid Request Posted this Date: November 09, 2021

Bids to be Opened this Date and Time: November 30, 2021 2:00 pm

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.



Sam S. Gaston, City Manager and Purchasing Agent

BIDDER _____ TELEPHONE _____

ADDRESS _____

EMAIL _____

CITY _____ STATE _____ ZIP _____

BID AMOUNT (AS PER SPECIFICATIONS) \$ _____

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: _____ Name: _____ Title: _____	Sworn to and subscribed before me on this ____ day of _____, 20____. _____ Notary Public My Commission Expires:
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**INVITATION TO BID – BID NUMBER B-20211025-760
CITY OF MOUNTAIN BROOK, ALABAMA
BIDDER ACKNOWLEDGMENT**

SUBMIT PATROL VEHICLE OUTFITTING BID TO:

Attention: City Manager
City of Mountain Brook
56 Church Street, P.O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: (205) 802-3800

AGENCY MAILING DATE: November 9, 2021

BID TITLE: Patrol Vehicle Outfitting

BIDS WILL BE OPENED: November 30, 2021 at 2:00 pm and may not be withdrawn within 10 days after such date and time.

**FEDERAL EMPLOYER IDENTIFICATION (FEIN)
OR SOCIAL SECURITY NUMBER:** _____

CASH DISCOUNT TERMS: _____

VENDOR NAME: _____

VENDOR MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

REASON FOR NO BID, IF APPLICABLE: _____

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to a political subdivision of the State of Alabama.

Authorized Signature

Printed Name and Title

NOTICE TO BIDDERS

The City of Mountain Brook is seeking the lowest responsible bid for patrol vehicle outfitting for The City of Mountain Brook. Specifications may be obtained from Lt. Jason Carmack located at 101 Tibbett Street, Mountain Brook, Alabama 35213. For information call (205) 802-3858. Sealed, written proposals will be received until 2:00 pm on November 30, 2021 in the Office of the City Manager, at which time they will be publicly opened and read.

BIDDER QUALIFICATIONS

Only companies that have been actively engaged in the emergency vehicle equipping industry for a minimum period of three (3) years will be considered qualified to respond to this bid.

Bidders must be licensed to conduct business in the City of Mountain Brook or obtain such license upon awarding of the bid.

Bidders must provide The City of Mountain Brook with a history of their company. Public companies may address this requirement by submitting a copy of their annual report.

Bidders should include a description of the evolution of the services that they offer in response to this solicitation. The description should clearly state the date the service was introduced by the company.

Questions regarding technical aspects of the bid should be directed to:

Lt. Jason Carmack
The City of Mountain Brook
Police Department
(205) 802-3858

Questions regarding the formalities of the bid process should be directed to:

Steven Boone
The City of Mountain Brook
(205) 802-3825

Bids must be delivered to The City of Mountain Brook in sealed envelopes that are clearly marked with your legal company name and the bid title "Patrol Vehicle Outfitting". Sealed, written proposals will be received until at which time they will be publicly opened and read.

Bids will be evaluated on the basis of adherence to required formats, completeness, manpower availability, support, product suitability to the task, and price. Vendors are advised that suitability to task and product support are subjective and the judgment of the City on these matters is final.

The City of Mountain Brook reserves the right to reject all bids received with or without a statement of cause.

The disposition of the bids and award, if appropriate, will be announced at the convenience of The City of Mountain Brook.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented and that the firm being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for file server for The City of Mountain Brook.

We propose to furnish said items quoted and guarantee that if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

DATE: _____

TYPE OR PRINT NAME: _____

AUTHORIZED SIGNATURE: _____

(Officer of the company)

1. Base unit price (Bid)\$ _____

(Attach documentation for any substitutions regarding specifications).

**PATROL VEHICLE OUTFITTING SPECIFICATIONS
CITY OF MOUNTAIN BROOK
INVITATION TO BID – BID NUMBER B-20211025-760
DATE: OCTOBER 13, 2021**

The Mountain Brook Police Department is interested in outfitting new patrol vehicles. The vehicles and most of the equipment have been ordered and will be delivered to the awarded vendor for installation. The vehicles in question are included in the specifications listed below. All but one 2021 Ford Police Utility has lights, sirens, cages and consoles already installed from the dealership. Currently there is not a specific delivery date with regard to the vehicles. However, estimated delivery for the bulk of the vehicles is January of 2022. The bid should include the cost of removal of specified equipment from existing motorcycles and installation of all other listed equipment on new vehicles. Each bid response must include an estimated time frame for completion and the specified location where removal and installation will take place. The Department's acceptance of the lowest responsible bid shall not obligate nor limit the Department to a specific quantity of labor. The outfitting of new patrol vehicles must meet or exceed the specifications listed below. Numbers to the far left of each item indicate the quantity needing installation. If bidding substantial equivalent, bidder must clearly state so in bid, provide evidence of how the substitute item meets or exceeds performance and specifications of the item specified by the City and attach documents to support such statement. The City/Department reserves the right to accept or reject any alternate items and reserves the sole discretion to determine whether such items meet or exceed the specifications of the identified the items below.

Remove the following from 3 Victory Motorcycles:

Camera

- 3 – IV-BND-VW-PX-10 Watchguard 4RE Standard DVR w/ HD Panoramic Front Camera, VISTA WiFi Radio Base and Smart PoE Switch
- 3 – WGP01443-001-Kit, Bracket Kit, 4R DVR, Universal

Printer

- 3 – Brother PJ-662 bluetooth mobile thermal printer w/all requisite wiring

Radios

- 3 – Motorola APX8500 Radios w/all Requisite Wiring
- 3 – Motorola Remote Head Mounts

Install the following equipment on 3 2021 Harley Davidson Electra Glides:

Camera

- 3 – IV-BND-VW-PX-10 Watchguard 4RE Standard DVR w/ HD Panoramic Front Camera, VISTA WiFi Radio Base and Smart PoE Switch
- 3 – WGP01443-001-Kit, Bracket Kit, 4R DVR, Universal

Printer

- 3 – Brother PJ-762 bluetooth mobile thermal printer w/all requisite wiring

Radar

- 3 – MPH Bee III Ka Band Dash Mount Directional Radar
- 3 - MPH Remote Mounts
- 6 – MPH Radar Antennas

Graphics Install

- 3 – Sets – Approximately 12 Pieces per Motorcycle

PVP Communications Bluetooth Kit

- 3 – PV-HR-WW/G3 Motor Kit, Freedom Wireless, Portable Only, Operation on Harley-Davidson Motorcycle with PA Interface to WS320 Siren, Rear Mount Wiring

Whelen Emergency Lighting and Misc. Accessories

- 3 - WHE-IONHD1L ION UNDER RADIO BOX MT LEFT (FOR SURFACE MT LIGHT)
- 3 - WHE-IONHD1R ION UNDER RADIO BOX MT RIGHT (FOR SURFACE MT LIGHT)
- 3 - WHE-P32F2BB PAR32 DRIVE/WARN FAIRING LT BB (PAIR) *DRIVING LIGHT WHITE EMERG BLUR* Drive light white, blue warn
- 3 - WHE-M08T WINDSHIELD LIGHT ARRAY 2020 ELECTRA-GLIDE- INC 5 MTL* **BLUE W/ CLEAR LENSES All Blue- Fairing light
- 6 - WHE-TIONHDSS SIDE SADDLE BAG MT KIT (FOR 3 TION* PURCHASED SEPERATELY) ROAD KING OR ELECTRAGLIDE Saddle Bag Bracket
- 18 - WHE-TLIB ION-T LINEAR BLUE For Saddle Bag side lights
- 18 - WHE-TIONFC CHROME FLANGE FOR ION T-SERI Chrome bezel around lights (Lights come standard with black bezels)
- 6 - WHE-IONHD3FM FORK MT BKT FOR 1 ION V-SER 14-17 ELECTRA GLIDE (OR IONSM*) Fork Mount bracket for side lights
- 12 - WHE-IONSV1BC ION V SURFACE MT COMBO W/ CHROME HOUSING –BLUE For Fork Mounts and under box lights
- 6 - WHE-TIONHDRS REAR SADDLE BAG MNT KIT (FOR 1 TION* PURCHASED SEPERATELY) 2020 ELECTRAGLIDE Rear Crash bar bracket
- 6 - WHE-TLI2E ION T-SERIES LINEAR DUO B/C Rear facing of Crash bar Lights
- 3 - WHE-M2KTHD1 M2 LICENSE PLATE BKT 2020 ELECTRA-GL License Plate Bracket
- 6 - WHE-M2BC M2 BLUE W/ CLEAR LENS Lights for license plate
- 3 WHE-SA350MH SA-350MH SIREN SPEAKER
- 3 - WHE-SA350MB1 SPEAKER BRKT FOR SA350M/MH
- 3 -WHE-WPA112 WATERPROOF SIREN AMP 100W12V
- 3 - WHE-WPA112B Harley Siren Amp Mtg Bkt
- 3 - WHE-M4B6R MOTORCYCLE BOX 6-M4 RIGHT OP WHE-M4BBBBBB Six M4 Blue - No charge when purchased w/M4B6 box BLUE Per customer no Charger as aftermarket charger is already present
- 3 - WHE-01-0264491-00 ASSY, LED FLASHER MOTORCYCLE Flasher module for 6 Light Motorcycle box
- 3 - WHE-MBADPT14 Adapter Plate for Rear Box 14 Road King or Electra Glide

3 - WHE-M1BATT MOTORCYCLE BATTERY

3 - WHE-M4BSEP M4B OPTIONAL SEPARATION PLATE HOLE - SUBSTITUTE FOR SOLID PLATE Comes with Battery Mounts

SUPPLY and install the following equipment on 1 2021 Ford Police Utility Vehicle

Federal Signal Emergency Lighting and Accessories w/Gamber Johnson Console

1 -Federal Signal PF200 PATHFINDER SIREN LIGHT CONTROLLER OBD2 Capable

1 - Federal Signal Allegiant LED Light Bar w/ right and left alleys and take downs, Blue/White Front, Blue/Amber Rear – Directional capability

1 - Appropriate hook kit 2021 EXPLORER if needed

1 - PBX07 2020 FPIU Center Section Push bumper

1 –PBX-TC4L-3 w/ Four Light top-channel for 2021 Ford Explorer (use MPS600U/620U lights)

8 - MPS61U-B Blue/white (4 for push bumper channel, 2 for either side of tag and 2 for rear hatch)

2 - MPSC-B MicroPulse C Series, Blue LED's Grille Lights

4 - 416900Z-BW Reverse Bulb Blue & White for headlight and tail lights

2 - XSM1-BWA: XSTREAM SINGLE HEAD W/WIRE LEADS, BLUE/WHITE/AMBER Blue/White warning in rear side glass

1 - ES100C Speaker, ES100C/DynaMax, 100W, High Output, Compact, Class A

1 – Gamber Johnson Center Console 2020+ Ford Police Utility Low-Profile Console Box with Cup Holder, Armrest and 6” Locking Slide Arm Kit

SUPPLY

Accessories

25 – AUX 12v Power Outlet (Gamber Johnson #7160-0063)

25 – Dual USB Power Port (Gamber Johnson #15371)

Install the following equipment on 17 2021 Ford Police Utility Vehicles and 3 2021 Dodge Chargers

Graphics

Renderings attached

MDTs

20 – Havis Docking Station w/Dual Pass Through Antenna w/Lind Power Supply

20 – LPS-211 Power Supply Adapter Bracket

20 – MDT Antenna Global MaxFin Low Profile MMO Series

20 – Antenna Cable 694-960/1710-3700 MHz, 20 ft LL-195 TNC-Plug

20 – Antenna Cable GLONASS/GPS 20 ft RG-174 TNC-Plug

20 – Dual USB Charger Port

20 – 12V Female Cigarette Lighter Port

Printer

20 – PJ722 Brother mobile thermal printer

20 – LB3692 Printer Power Adapter

40 – WBN7NPUINT20/WB56NPC11Pro-Gard Steel Window Bars/Guards

Camera

20 – IV-BND-VW-PX-10 Watchguard 4RE Standard DVR w/ HD Panoramic Front Camera, VISTA WiFi Radio Base and Smart PoE Switch

20 – WGP01443-001-Kit, Bracket Kit, 4R DVR, Universal

Rifle Racks

20 – Pro-Guard Dual Gun Rack

Radar

12 – PYT3FS-2KA MPH Python 3 FS Ka radar

24 – Ka band antennas

12 – Remote control

The ability to equip vehicles in a timely manner will be evaluated and considered in awarding the bid. Vendors must include an estimated time frame within which the work can be completed.

Vendor must be familiar with Watchguard 4RE in-car camera systems. In-car cameras must be installed such that body worn cameras can be synced to them. In-car cameras must be installed such that they remain on for 30 minutes after the vehicle has been turned off when not actively recording. This 30 minute window allows for the download of data when parked near transfer stations. Vendor training in Watchguard installation is preferred as are certifications such as Mobile Communications and Electronics Installer.

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions are subject to rejection.

Bids that are late will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of the authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. Bids written in pencil will not be accepted. All corrections made by bidder to their bid price must be initialed. The company name and FEIN shall appear on each page of the bid.

2. **NO BID:** If not submitting a bid, please respond by returning only the “Bidder Acknowledgment” form, marking it NO BID and provide an explanation in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure shall be cause for removal of the supplier’s name from the mailing list.

3. **BID OPENING:** The bid opening shall be public on the date and at the time specified on the bid form. It is the bidder’s responsibility to assure that the bid is delivered at the proper time and place prior to the bid opening. Bids which are not so delivered timely (for any reason) will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.

NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a \$5 handling fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The City of Mountain Brook does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder’s risk. In case of a mistake in extension, the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and two (2) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The City will not be responsible for the payment of penalties or interest. All prices submitted on this proposal are to be delivered prices.

5. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by The City of Mountain Brook, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug violations.
- c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 5.a) above.
- d) In the statement specified in subsection 5.a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 383 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

6. **DELIVERY:** Unless the actual date is specified (or if specified delivery cannot be met), provide the number of days required to make delivery after receipt of a purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be Monday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4 p.m., excluding City of Mountain Brook holidays, unless otherwise specified. The City reserves the right to purchase like items from any vendor, if, after thirty days from taking an order, the winning vendor has not delivered said items.

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions, if any, in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this. Completion of vehicle customization, upfit and delivery is desired as soon as possible after receipt of an order. Timeliness of customization, upfit and delivery may be used in evaluation for bid award.

8. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If a bidder elects to offer merchandise wherein some of all of the specifications exceed those specified in the attached invitation to bid, such bidder shall include a narrative description documenting the reason such substitutions have been incorporated into the bid and include the incremental price difference of the substituted components (failure to provide such information may result in the rejection of said bid). Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The City of Mountain Brook reserves the right to determine acceptance of item(s) as an approved equivalent

Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City of Mountain Brook unless evidenced by a Change Notice issued and signed by the City.

9. **INTERPRETATIONS/DISPUTES/TELEPHONE CALL:** Any questions concerning conditions and specifications shall be directed in writing to this office prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by The City of Mountain Brook in response to requests in full compliance with this provision. Any actual or prospective bidder who protests the terms, specifications and conditions of the Invitation to Bid, bid selection, or contract award recommendation, shall file such protest in the form of a petition. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

10. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of The City of Mountain Brook or any of its agencies.

Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or a state-wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Alabama statutes.

12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications as outlined in the Invitation to Bid. Should the items fail testing, the City may require the vendor to reimburse the City for costs incurred in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test cost, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Supplier's name being removed from The City of Mountain Brook vendor mailing list.
- b) All City departments being advised not to do business with the supplier without written approval from the City Manager of The City of Mountain Brook until such time as the supplier reimburses the City for all re-procurement and cover costs.

13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City of Mountain Brook, unless loss or damage results from negligence by the City. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify The City of Mountain Brook, City Clerk at once, indicating in his letter the specific regulation which

required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

15. **ADDITIONAL QUANTITIES:** For a period not exceeding three hundred sixty (360) days from the date of the bid award by the City, the right is reserved to acquire additional quantities and or have additional removal and installation services performed at the bid price. If additional quantities are not acceptable, the bid sheets must be noted BID IS FOR SPECIFIED QUANTITY ONLY.

16. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacement will be provided during and subsequent to this contract. Bidder must explain on attached sheet to what extent warranty and service facilities are provided.

17. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and Local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Mountain Brook by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by a bidder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the City's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of The City of Mountain Brook.

20. **LIABILITY:** The supplier shall hold and save The City of Mountain Brook, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

21. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

22. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

NOTE: ALL SPECIAL CONDITIONS AND SPECIFICATIONS, IF ANY, ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

23. **BID BOND:** No bid bond shall be required.

24. **SPECIFICATIONS:** All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than as specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted. Items furnished as a result of this bid and delivered to purchaser must meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.

NOTE: Equivalent or substitute products different from those specified herein must have prior approval. Submit detailed information for review and approval to:

Lt. Jason Carmack
The City of Mountain Brook
Police Department
101 Tibbett Street
Mountain Brook, Alabama 35213

Failure to submit detailed information for review and approval will result in disqualification.

25. **BID SUBMISSION:** Bidder will submit on or before the date of proposal opening, one (1) original of the complete proposal. All bidders are allowed to submit one (1) alternate bid per proposal.

26. **BID REVISIONS:** No proposal may be revised unless a written modification, signed in the same manner as the proposal is actually received at the business office before proposal opening time. Proposals may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal, and received at the business office prior to proposal time. All material submitted in response to this request shall become the property of the City.

27. **ADDITIONAL COPIES:** Additional copies of this bid can be obtained from the City Clerk.

28. **CONTRACT PERIOD:** Prices quoted in this bid proposal shall remain as bid or less for 12 months after the date of bid opening and may be accepted or rejected by the City at any time prior to the expiration of this period.

29. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the performance standards.

30. **PRODUCT EVALUATION:** The decision concerning the satisfactory use and performance of any item on this bid shall be that of The City of Mountain Brook or its authorized representative.

31. **FIRM PRICES:** For the purpose of this bid solicitation, the prices will remain the same or less for 1 year after the bid opening date.

32. **SPECIFICATIONS/CHECKLISTS/CLARIFICATION:** Contractors will adhere to the provided specifications.

33. **BRAND NAMES:** If bidding other than as specified, the brand or trade name, manufacturer's name, and/or catalog number must be given. If bidder fails to indicate brand or trade name the item bid may be disqualified.
34. **COLLUSION:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to The City of Mountain Brook future purchases.
35. **WARRANTY:** Standard manufacturer's warranty shall be provided.
36. **EQUAL OPPORTUNITY STATEMENT:** The City of Mountain Brook believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion. Vendors and Contractors providing goods/services to The City of Mountain Brook are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract.

Racially offensive conduct by contractors and suppliers of goods/services to The City of Mountain Brook is forbidden. Discrimination, harassment, complaint procedures provides steps for filing a complaint involving either discrimination or harassment.

Any questions regarding this bid should be directed to:

Lt. Jason Carmack
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carmackj@mtnbrook.org