

BID DOCUMENTS

FOR

Cabot Police Department Computer Equipment and Installation in Vehicles

May 6, 2021



City of Cabot

101 North Second Street

Cabot, Arkansas 72023

(501) 843-3566 - Phone • (501)-941-3127 – Fax

BID DOCUMENTS

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ADVERTISEMENT FOR BID

Sealed Bids for the Cabot Police Department computer equipment and installation in vehicles will be received by: City of Cabot, at the office of the City Clerk-Treasurer, 101 North Second Street, Cabot, Arkansas 72023, until 10:00 am, on June 1, 2021 and then at said office publicly opened and read aloud.

The Bid Documents may be procured after 9:00 am on Wednesday, May 12, 2021 at 101 North Second Street, Cabot, Arkansas 72023.

Sealed Bids shall be delivered as follows:

- Via hand delivery to the attention of Tammy Yocom, Cabot City Clerk Treasurer, Cabot City Hall, 101 North Second Street, Cabot, AR 72023

OR

- Via mail to the attention of Tammy Yocom, 101 North Second Street, Cabot, AR 72023

INFORMATION FOR BIDDERS

Bids will be received by the City of Cabot (herein called the "City") at 101 North First Street, Cabot, Arkansas 72023 until 10:00 am, on June 1, 2021 and then at said office publicly opened and read aloud.

Sealed Bids shall be delivered as follows:

- Via hand delivery to the attention of Tammy Yocom, Cabot City Clerk Treasurer, Cabot City Hall, 101 North Second Street, Cabot, AR 72023

OR

- Via mail to the attention of Tammy Yocom, 101 North Second Street, Cabot, AR 72023

Each sealed Bid should bear the Bidder's name, address, and phone number and be plainly labeled on the outside of the envelope as: **CABOT POLICE DEPARTMENT COMPUTER EQUIPMENT AND INSTALLATION IN VEHICLES.**

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in with ink or typewritten, and the Bid form must be fully completed and executed when submitted. The Bid Documents must be submitted in their entirety with all necessary supporting documents included in the package. The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The City shall provide the Bidders prior to the Bid opening, all information that is pertinent to, and describes the scope of work in this contract.

The Bid Documents contain the provisions required for the execution of the contract. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the contract.

The City within ten (10) days from receipt of an Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate

of the Agreement. Should the City not execute the Agreement within such period, the Bidder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Bidder must present satisfactory evidence that he has been regularly engaged in the type of work bid upon, giving the length of time so engaged, and that he is fully prepared with the necessary capital, material, machinery, and expert workmen to perform the contract.

The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or non-qualifying Bid will not be accepted.

Award will be made to the lowest responsible Bidder.

All applicable laws of the State of Arkansas, ordinances and the rules and regulations of all authorities having jurisdictions over the contract shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Bid Documents and quantity and content of the site. The failure or omissions of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

Further, the Bidder agrees to abide by the requirements set forth in the attached Exhibits.

BID

Bid of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____ doing business as _____ * to the City of Cabot (hereinafter called "City").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide all supervision, materials, equipment, and labor for: CABOT POLICE DEPARTMENT COMPUTER EQUIPMENT AND INSTALLATION IN VEHICLES in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

Bidder acknowledges receipt of the following Addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID FORM

BASE BID (Equipment and installation)

Description	Qty	Total
1. Panasonic Toughbook 55 14 inch semi-rugged laptop with minimum: 1.6 GHz Windows 10 Pro 64 bit, 8 GB RAM, 512 GB SSD, IPS Touchscreen 1920 x 1080 Full HD, UHD Graphics 620, Wi-Fi, Bluetooth, 4G, keyboard	31	\$_____
2. Panasonic Protection Plus warranty for computers	31	\$_____
3. Panasonic 120-Watt Car power adapter for Toughbook	31	\$_____
4. Havis Chargeguard Select. Model CG-X	31	\$_____
5. Havis Docking Stations for Panasonic 55 Laptop	31	\$_____
6. Havis Premium Passenger Side Mount Packages (that includes pole, swing arm, base plate, height adjustment, stability support arm). The mounts must be available to fit Dodge Chargers, Ford Explorers, and Dodge Durangos	31	\$_____
7. L-Tron 4910LR 2-D Bar Code Driver License Reader with protective boot cover, Radio Mic Hanger, Radio Microphone Clip, coiled 9.5-foot USB cable, custom firmware	31	\$_____
8. Brother Pocket Jet PJ-722 Thermal Printer	31	\$_____
9. Havis Armrest Printer Mount for Brother Printer. Model C-ARPB-103	31	\$_____
10. Brother Mobile Document Scanner, Model DS640	31	\$_____
11. On-site vehicle installation at the Cabot Police Department (101 N. 2 nd Street, Cabot, AR 72023) of entire computer system package and accessories purchased for each vehicle		\$_____
12. Parts, accessories, shipping, or other costs		\$_____
Total Bid		\$_____

NOTICE OF AWARD

To: _____

Contract Description:

CABOT POLICE DEPARTMENT COMPUTER EQUIPMENT AND INSTALLATION IN VEHICLES

The City considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of (as shown in Bid documents).

You are required by the Information for Bidders to execute the Agreement

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____ 20_____.

City of Cabot, Arkansas, City

By: _____

Name: Ken Kincade, Mayor

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged:

By: _____

Title: _____

this _____ day of _____ 20_____.

CERTIFICATE OF CITY ATTORNEY

I, the undersigned, **Ben Hooper**, the duly authorized and acting legal representative of the City of Cabot, Arkansas do hereby certify as follows:

I have examined the attached Contract(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney Signature

Date

NOTICE TO PROCEED

To: _____

CABOT POLICE DEPARTMENT COMPUTER EQUIPMENT AND INSTALLATION IN VEHICLES

You are hereby notified to commence work in accordance with the Agreement dated _____ day of _____ 20____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20_____.

City of Cabot, Arkansas

By: _____
Name: Ken Kincade, Mayor

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

By: _____

Title: _____

this _____ day of _____ 20_____.

Contract

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Cabot, Arkansas (hereinafter called the "City"), represented herewith by its duly elected and acting Mayor, Ken Kincade, and _____, qualified to do and actually doing business in the State of Arkansas (hereinafter called "Contractor"), herein represented by _____, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows;

1. The Contractor is hereby granted approval by the City and shall furnish all personnel, labor, equipment, and all other items necessary to complete the Cabot Police Department computer equipment and installation in vehicles according to the terms of this Contract.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same, as well as the totality of the Bid Documents, herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A – General Specifications
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The term of this Contract shall be from _____ (the "Effective Date") until _____.

IN WITNESS HEREOF, Ken Kincade, Mayor of the City of Cabot, Arkansas, hereunto subscribed his name, and _____, Authorized Agent of _____ has also hereunto subscribed his name on the date set forth after their signatures.

WITNESS:

CITY OF CABOT, ARKANSAS, CITY

By: _____
Ken Kincade, Mayor

Date: _____

WITNESS:

CONTRACTOR

By: _____

Date: _____

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

SUBSCRIBED and SWORN to before me on this _____ day of _____ 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEAL:

EXHIBIT A
GENERAL SPECIFICATIONS – INDEX

- 1.0 SCOPE OF WORK
- 2.0 COMPLIANCE WITH LAW
- 3.0 NON-DISCRIMINATION
- 4.0 RISK ALLOCATION AND INDEMNITY
- 5.0 LICENSES AND TAXES
- 6.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 SCOPE OF WORK

1.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to provide/purchase and install the equipment of the Cabot Police Department in accordance with the Bid and Contract Documents.

2.0 COMPLIANCE WITH LAW

2.01 The Contractor shall conduct operations under this Contract in compliance with all applicable laws of the State of Arkansas; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

3.0 NON-DISCRIMINATION

3.01 The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

4.0 RISK ALLOCATION AND INDEMNITY

4.01 The Contractor shall be responsible for any and all claims for personal injuries, death, or the loss of or damage to property to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents. The Contractor will indemnify the City and hold it harmless against any and all such claims, to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents. Nothing in the Bid or Contract Documents constitutes a waiver of any of the City's immunities or immunity defenses provided for under the law.

5.0 LICENSES AND TAXES

5.01 The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State. The Contractor shall not charge sales tax to the City for services rendered.

6.0 MISCELLANEOUS TERMS

6.01 The Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that the Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

6.02 No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.

6.04 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

- 6.05 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 6.06 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provisions shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 6.07 This Contract shall be interpreted and governed by the laws of the State of Arkansas. The parties agree that any action or suit arising out of or pertaining to any aspect of this Contract, specifically including but not limited to any action or suit relating to the performance, termination, or renewal of the Contract, shall be filed and heard in the Circuit Court of Lonoke County, Arkansas.
- 6.08 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.