



Department of Finance and Purchasing
NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Radio Console Replacement

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date of Issue: February 25, 2014

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, March 13, 2014 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Radio Console Replacement

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Radio Console Replacement

FOR OPENING: March 13, 2014 at 3:00 p.m.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website: www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534. If you have questions regarding the specifications, contact Pam Gwilliams, Communications and Technical Services Manager at (269) 329-4570.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2. Modifications: Alternate written proposals will not be accepted.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Bids Submitted via Facsimile Equipment

1.5.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

1.5.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.5.3. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.6. Basis of Award.

Award will be made to a responsive and responsible bidder whose Grand Total Bid is lowest and determined to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. Bidders must provide a unit price for each of the items, or the bid will be deemed non-responsive. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

Steve Clark, Police Lieutenant, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.3. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or

applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.4. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under

workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

2.5. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.6. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.7. Compensation to be Paid to the Contractor

Payment will be made 30 days after receipt of equipment. Terms –Net 30.

3. SPECIFICATIONS

3.1. The City of Portage Public Safety Department is purchasing equipment to replace radio consoles. Vendor bids must include the exact equipment. All materials are to be new and not refurbished, with full manufacturers warranties.

3.2. Warranty

Seller assigns to Buyer all manufacturer's warranties currently in effect on the equipment to the extent such manufacturer's warranties are assignable and agrees to execute all documents and take all other action reasonably necessary to effect such assignment, provided, however, that such assignment shall not impose any additional responsibilities on Seller or create any additional warranties, express or implied, with respect to the equipment

3.3. Shipping

Shipping to be included in price.

3.4. Delivery

Equipment shall be delivered in first class operating condition subject to purchaser's inspection and approval not later than 25 days from receipt of a purchase order.

CITY OF PORTAGE - BID PROPOSAL

I, the undersigned, propose to furnish at the bid price shown, the list of equipment as per specifications supplied by the City of Portage, delivered to 7900 South Westnedge Avenue, Portage, Michigan 49002. No contract is created until a purchase order is issued to the successful bidder.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval within 25 days from receipt of a Purchase Order.

ITEM NO.	MFG PART NO.	QUANTITY	DESCRIPTION	PRICE EACH	EXTENDED PRICE
1	F.01U.165.537	5	TELEX IP-224 Radio IP interface WITH FACTORY INSTALLED OPTION	\$ _____	\$ _____
2	F.01U.165.550	2	TELEX IP-224 Fleetsync decode option @PI factory	\$ _____	\$ _____
3	F.01U.165.552	2	TELEX IP-224 MDC decode option @PI factory	\$ _____	\$ _____
4	F.01U.164.302	1	TELEX IP-224 Radio IP interface NO OPTION	\$ _____	\$ _____
5	F.01U.165.556	1	TELEX IP-224 E.F. Johnson radio control option @PI factory	\$ _____	\$ _____
6	XXXXXX	1	CUSTOM CABLE TELEX DSP223 to Kenwood TKB-751	\$ _____	\$ _____
7	F.01U.120.330	1	TELEX DSP223 Rack mount.	\$ _____	\$ _____
8	597-53577-4601	1	E.F. JOHNSON 3 rd party interface kit *Limited Avail.	\$ _____	\$ _____
9	597-5357-746		E.F. JOHNSON I P-224 to EFJ Cable	\$ _____	\$ _____

ITEM NO.	MFG PART NO.	QUANTITY	DESCRIPTION	PRICE EACH	EXTENDED PRICE
10	F.01U.124.474	4	Tower computer: Operating Sys: Windows 7 64 bit format Network connection: 10 Mbps or 100 Mbps TCP/IP connection Processor speed: Intel Pentium dual CPU 1.8 Ghz Memory: Min of 2 GB of RAM, WITH C SOFT software installed	\$ _____	\$ _____
11	F.01U.149.779	4	TELEX ADHB-4 US Advanced Headset controller	\$ _____	\$ _____
12	F.01U.149.785	8	TELEX RHB-1 Remote headset box	\$ _____	\$ _____
13	F.01U.163.360	8	TELEX Remote headset box mounting kits "under desk"	\$ _____	\$ _____
14	905-0884	24	ZETRON DISPATCH RADIO Speakers + power supplies OR EQUIVALENT Each speaker must have 2 LEDs on front panel. Left (green) is lit whenever the spkr is powered. Right (red) is a VOX indicator, lights briefly whenever the input audio level exceeds the factory-set VOX level of - 28dB. The desired audio input level is approx. - 1-Db for voice audio. At this audio input level, if spkr vol knob is set to approx the 9:00-10_00 position, a typical listening level of approx 70 Db SPL (Sound Pressure Level) at 12" is generated. This allows the audio to be increased temporarily by over 25 dB (by way of the speaker vol knob), to listen to particularly soft or distorted audio input. The spkr & amp are rated for 5 W of continuous rms power. With the spkr vol knob at max, the spkr amp can drive the 8-ohm driver to a 5 W output level with -8 dBu (0.300 Vrms) input level.	\$ _____	\$ _____
15	F.01U.117.886	4	TELEX DH2000 Wired headset	\$ _____	\$ _____

ITEM NO.	MFG PART NO.	QUANTITY	DESCRIPTION	PRICE EACH	EXTENDED PRICE
16	F.01U.117.884	4	TELEX LC1500 Lower Cord unit	\$ _____	\$ _____
17	Mouse	4	Mouse for Tower CPU Windows 7	\$ _____	\$ _____
18	Keyboard	4	USB Keyboard for Tower CPU. Windows 7	\$ _____	\$ _____
19	F.01U.117.294	1	TELEX NEO-10 10 Port I/O relay controller	\$ _____	\$ _____
20	JFS524	1	NETGEAR ProSafe 24-Port 10/100 Mbps Fast Ethernet Switch	\$ _____	\$ _____
21	F.01U.117.301	4	TELEX C-Soft 12 Line USB LICENSE	\$ _____	\$ _____
22	F.01U.117.426	1	TELEX AHS-1 Alignment Handset	\$ _____	\$ _____
23	STBV2000100	4	SEAGATE 2TB Expansion external hard drive	\$ _____	\$ _____
24	2014-1	4	ACRONIS True Image PC backup software	\$ _____	\$ _____
25	Ethernet Cables	20	Cables various lengths	\$ _____	\$ _____
26	THP-700RTS	4	DYNA METRIC Telephone Headset Radio Transfer Switch, needed for old 911	\$ _____	\$ _____
27	RR-1369-MG	1	Bud Industries 44 unit tall chassis-type base Open Frame Rack	\$ _____	\$ _____
28	ICT22012-70N	1	I.C.T Power supply for CONTROL RACK etc 66 amp 12V dual N+1 REDUNDENT	\$ _____	\$ _____
29	F.01U.165.538	3	TELEX Rackmount kit IP-224	\$ _____	\$ _____
30	405-1915-1	1	NEWMAR 19" Rack ventilated Rack Shelf	\$ _____	\$ _____
31	1/8" Cable	12	1/8"plug with cable with for recording 20 foot long custom made	\$ _____	\$ _____

ITEM NO.	MFG PART NO.	QUANTITY	DESCRIPTION	PRICE EACH	EXTENDED PRICE
32	F.01U.117.308	4	TELEX FS-1 Footswitch	\$ _____	\$ _____
33	ICT1201210AG	4	I.C.T. POWER SUPPLY 12V 10 AMP	\$ _____	\$ _____
34	POS-194-S	1	Bud Industries rack-mounted 15A power outlet strip	\$ _____	\$ _____
35	ICT180S-12I	2	I.C.T. 12/24VDC Intelligent Distribution Panel with 12 position fuse panel with TCP/IP Ethernet for remote monitoring of DC power and connected loads, email alarm capability, SNMP, site monitoring contact inputs.	\$ _____	\$ _____
36	SRCABLEDUCTVRT	1	Tripp Lite 6' Vertical Cable Manager	\$ _____	\$ _____
			GRAND TOTAL		\$ _____

TERMS: _____
 (Minimum of 30 days, please identify any discounts given)

FIRM NAME: _____

BY: _____
 Signature

DATE: _____

BY: _____
 Name and Title (print or type)

ADDRESS: _____
 Street City State Zip Code

PHONE: _____

FAX: _____