

## City of Westland

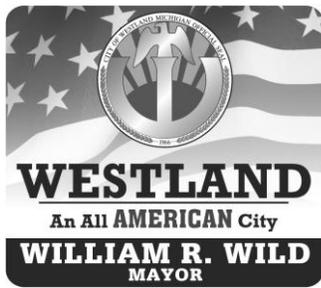
**INSTRUCTIONS FOR PROPOSALS**  
**Outfitting of Three Police Vehicles**  
**Police Department**  
**September 3<sup>rd</sup>, 2019 @ 10:00 a.m.**

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1. Unless otherwise called for, two copies of the Bid/Proposal, typewritten or printed in ink, must be submitted.
2. Carefully read and comply as applicable with the standard Terms and Conditions.
3. No taxes are to be included in any bid/proposal price. Generally, states and political subdivisions are exempt from Federal taxes. In the event that taxes must be paid on any materials necessary to complete the contract, the Contractor shall bear the cost and responsibility of such taxes. To the extent any sales, import or other taxes apply, they are to be invoiced as a separate item.
4. The Instructions to Bidders and Terms and Conditions are part of the proposal package and should be read thoroughly and considered when submitting bids.
5. Awarded bidders should allow for approximately 30 days from receipt of invoice to receive payment from the City of Westland.
6. The request for proposal and any accompanying documents shall be submitted by the time specified (*no exceptions will be made*) in a sealed envelope addressed as follows:

**City of Westland**  
**Purchasing Division**  
**36300 Warren Road**  
**Westland, MI 48185**

In addition, subject matter of the proposal, date and the hour of the bid opening as stated in the invitation should be printed in the lower left corner of the envelope. Failure to do so may result in premature opening of/or failure to open.



# City of Westland

## BID/PROPOSAL TERMS AND CONDITIONS

### 1. PREPARATION OF BIDS/PROPOSAL:

- a. Bidders are expected to examine specifications and all instructions.
- b. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other conditions within the invitation, he/she may submit to the Purchasing Division a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum duly issued by the designated City Representative. A copy of each addendum will be mailed or delivered to each person in receipt of the invitation. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued by stating it in his proposal. Oral explanations will not be binding.
- c. Each bidder shall furnish all information required on Bid Form. The person signing the Bid Form must initial any and all erasures and/or other changes made to the bid document.

### 2. SUBMISSION OF BIDS/PROPOSALS:

- a. All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope: bidder's name, address, subject matter of proposal, date and hour of bid opening as stated in the invitation. Failure to do so may result in a premature opening of or failure to open such proposal.
- b. Bidders are responsible for submitting proposals before the stated closing time. Delays in the mail will not be considered. Any proposal received after the stated closing time will not be opened and shall not be considered in the bid opening. No exceptions will be made.
- c. In the event no bid is to be submitted, do not return the invitation. However, a letter or post card should be sent to the Purchasing Division advising whether future invitations are desired.
- d. Any bid may be withdrawn by giving a written notice to the Purchasing Division before stated closing time. After stated closing time no bid may be withdrawn or canceled for a period of 60 days after said closing time.
- e. All Bids and/or proposals are to be submitted on the bid forms supplied in the bid package.
- f. When reviewing bids, totals written out in words will take precedence over totals written in figures.

### 3. CONSIDERATION OF BIDS/PROPOSALS:

- a. A designated City Department Head shall represent the City in all matters pertaining to this proposal and contract in conjunction therewith. The City reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding.
- b. Proposals submitted on Bid Forms are understood to be according to Specification Date. Variations in proposals will be considered when same are submitted on Substitution Proposal forms furnished herein and all required information is contained in such proposal.

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposed to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by submission of the Substitution Proposal form.

Reference to any of the above is intended to be descriptive, but not restrictive and only indicates articles that will be satisfactory. Bids of "equal" will be considered, provided that the bidder states in his proposal exactly what he proposed to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal.

The designated City Representative hereby reserves the right to approve as an equal, or to reject as not being an equal, any article proposed which contains major or minor variations from specifications requirements, but which may comply substantially therewith.

- c. The City reserves the right, when it seems to be in the best interest of the City, to award the bid in part or in whole, reject any bids or waive informalities.
- d. Pursuant to Chapter 2, Section 2-707(a), of Westland City Code, before any contract is awarded which requires approval by the City Council, the vendor must disclose any substantial interest held by any city official or city employee or their immediate family in the vendor's business.

#### **4. FAIR EMPLOYMENT PRACTICE AND NON-DISCRIMINATION:**

The firm or their subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The firm shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.

#### **5. PERSONNEL REQUIREMENTS:**

All installation personnel costs must meet Davis Bacon Act Regulations (prevailing wages – if the contract exceeds \$75,000) and must comply with all Community Development Block Grant requirements, if applicable. Prevailing wage rates will be available upon request.

All companies must comply with the Fair Employment Practice Act, Executive Order 1126 entitled the "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulations (41 CFR Part 60), and other Federal, State and City requirements which are applicable to grants-in-aid programs.

All companies shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. Companies shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

All companies must agree that the city of Westland, the County of Wayne, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making an audit, examination, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed.

**6. INDEMNIFICATION**

Proposer to the fullest extent permitted by law agrees to indemnify, defend and save harmless the City of Westland and its elected and appointed officials and officers, agents, servants and employees from and against all loss or expense, including cost and attorney’s fees by reason of liability imposed by law upon the City of Westland and its elected and appointed officials and officers, agents, servants and employees for damages because of bodily injury, including death, resulting from or sustained by any person or persons on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the contract whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the City of Westland, its elected and appointed Officials, officers, appointed agents, servants and employees, except only if such injury or damage is occasioned by the sole negligence of the City of Westland

**7. INSURANCE PROVISIONS**

The proposer shall purchase and maintain, throughout the term of this agreement, comprehensive general liability insurance, including contractual liability, to protect the provider from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement, whether such operation be by the proposer, subcontractor, agent, or by anyone else directly or indirectly employed by the proposer. In addition, all statutory insurance requirements, including worker’s compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Michigan. Limits of such insurance shall be stated below:

Worker’s Compensation	Statutory
Comprehensive General Liability	\$1,000,000
Employer’s Liability	\$1,000,000 per occurrence
Motor Vehicle Insurance – Owned, Non- Owned and Hired	
Bodily Injury	\$500,000 per occurrence
Property Damage	\$500,000 per occurrence

The City of Westland shall be named on such policies as insured or named as additional insured. Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract. Proposer shall procure and maintain during the life of the contract umbrella excess liability insurance in the single amount limit of at least two million dollars. This insurance shall be project specific and the umbrella excess policy wording shall apply to the Proposers general liability and its automobile liability insurance. Each insurance policy shall specify that no policy may be terminated for any reason unless 30 days prior written notice of such proposed termination shall be given to the City of Westland, and before commencing any work related to the contract Proposer shall provide the City of Westland certificates of insurance for the required insurance policies.

**8. SEVERABILITY OF CONTRACT**

In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this agreement shall be construed as if such invalid or unenforceable provisions had never been contained. Further, in the event that any provision of this agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

**9. AMENDMENTS TO CONTRACT**

When awarded, the agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the agreement executed by both parties.

(Vendor's Name) \_\_\_\_\_

(Address) \_\_\_\_\_

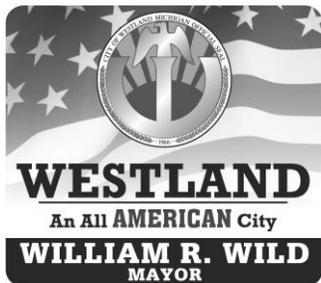
(Email Address) \_\_\_\_\_

(Telephone Number) \_\_\_\_\_

(Name of Person Completing) \_\_\_\_\_

(Title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# City of Westland

## BOARD OF ETHICS VENDOR DISCLOSURE STATEMENT

**NOTE:** Pursuant to Chapter 2, Section 2-707(a), of Westland City Code, before any contract is awarded which requires approval by the City Council, the vendor must disclose any substantial interest held by any city official or city employee or their immediate family in the vendor's business.

- Please fill out this form to the best of your knowledge and belief; attach additional pages if needed.
- Pursuant to Chapter, Section 2-707(b) of the Westland City Code, your completed disclosure statement (original) is a public document to be filed with the Westland City Clerk, 36300 Warren Road, Westland, Michigan 48185. A copy of your disclosure statement will be forwarded to the Board of Ethics.

(Vendor's Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Name of Person Completing) \_\_\_\_\_

(Title) \_\_\_\_\_

The following individuals or their immediate family members, to the best of my knowledge, have a substantial interest in (Vendor's Name) \_\_\_\_\_ :

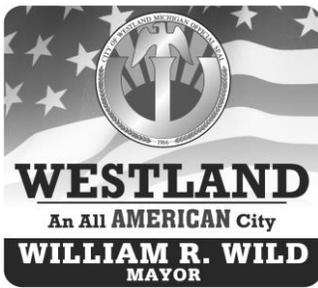
Name of Individual with Substantial Interest:

Mayor _____	_____
City Council Member _____	_____
City Clerk _____	_____
Department Directors _____	_____
Deputy Directors _____	_____
Board or Commission Members _____	_____
Employee _____	_____
None of the Above _____	_____

I certify that to the best of my knowledge, information and belief the above is true.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# City of Westland

## EVALUATION PROCESS

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### QUALIFICATIONS AND MINIMUM EVALUATION CRITERIA

After proposals are received, the City will conduct a qualifications-based selection process taking into consideration the fee proposed. In the event the City awards a bid pursuant to this RFP the City will enter into a contract for services, of form and substance approved by the City, with the successful bidder.

The City of Westland reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision as to which provider to contact (if any) will be based upon the most qualified, capable, cost effective, and experienced provider(s) determined in the evaluation process.

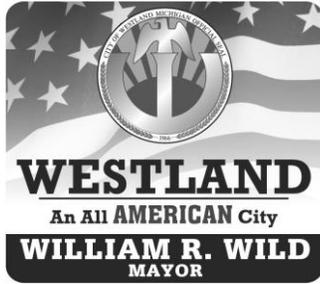
Meetings with short-listed proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Westland reserves the right to select, and subsequently recommend for award, the proposed firm(s)' services which best meets its required needs, quality levels, and budget constraints.

The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of services, of which experience, references, capacity, and scheduling may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendors approach meets the desired requirements and needs of the City.

Proposals will be evaluated and ranked. The City of Westland reserves the right to reject any and all proposals or to make an award based on the proposals, or to negotiate further with one or more firms. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The City reserves the right to request Best and Final offers.

The following represents the principal selection criteria, which will be considered during the evaluation process:

1. Experience and Qualifications  
Proposers shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. The proposer shall include any and all information pertinent to aiding the City in determining the capabilities of the proposer.
2. Capacity  
Proposer should clearly identify all available resources within the company
3. Methodology/Work Plan  
Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.
4. Comparable Projects  
Provide a list of comparable projects and contracts that have been successfully completed by your company.
5. Cost  
Cost proposal per proposal form
6. Past Performance



# City of Westland

## SPECIFICATIONS

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The City of Westland is seeking proposals from experienced and qualified vendors to provide professional services related to the outfitting of three (3) 2020 Ford Police Interceptor Utility Vehicles. The scope of work shall include, but not be limited to, the installation of new equipment, as well as the transferring of existing compatible equipment.

### **SCOPE OF WORK**

1. Removal of all aftermarket equipment from three (3) existing Police vehicles, to include all decals.
2. Installation of compatible equipment:
  - a. Overhead lights
  - b. Siren & Siren speaker
  - c. Radar
3. Installation of new equipment:
  - a. DUAL WEAPONS MOUNT
  - b. PB400 ALUMINUM PUSH BUMPER - FORD UTILITY
  - c. WINDOW BARRIER VS STEEL INTERCEPTOR UTILITY
  - d. REAR SEAT AND PARTITION - FORD UTILITY
  - e. 10XL COATED POLY PARTITION 12-12 FORD INTERCEPTOR UTILITY W/SCA
  - f. SPLIT RED/ BLUE ION

- g. HAVIS C-VS-0812-INUT-1
  - h. LIGHT BAR BRACKETS
  - i. 100 AMP BREAKER
  - j. 6 SLOT FUSE HOLDER
  - k. LABOR TO INSTALL EQUIPMENT
  - l. LABOR TO STRIP EQUIPMENT FROM EXISTING VEHICLE
4. Installation of miscellaneous equipment as provided by the City.
- a. Motorola APX6500 Mobile Radio
  - b. Dell Latitude Laptop computer
  - c. Power supply
  - d. Docking cradle
  - e. Complete Axon In-Car Video System
  - f. Cradlepoint IBR900 Router and Antenna

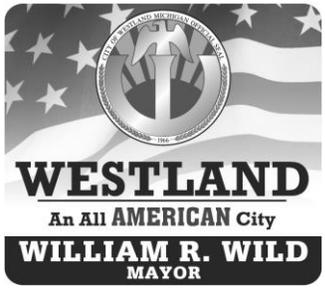
**ADDITIONAL REQUIREMENTS**

- 1. Pick-up and delivery service.
- 2. Secure storage of police cars.
- 3. Ability to outfit and return a minimum of one (1) vehicle per week.

**ADDITIONAL INFORMATION**

Vehicles will be coming from Ford Motor Company with the "Ready for the Road" package.

All questions must be submitted via email to City Controller, Devin Adams, at [dadams@cityofwestland.com](mailto:dadams@cityofwestland.com) by August 30<sup>th</sup>, 2019.



# City of Westland

## ADDENDUM ACKNOWLEDGMENT FORM

The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,

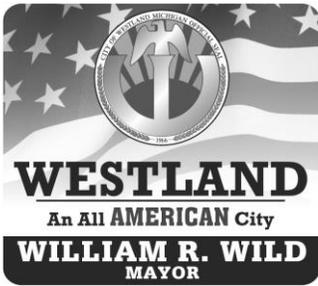
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing



# City of Westland

## PROPOSAL FORM

Description	Qty.	Unit Cost	Total Cost
DUAL WEAPONS MOUNT	1		
PB400 ALUMINUM PUSH BUMPER - FORD UTILITY	1		
WINDOW BARRIER VS STEEL INTERCEPTOR UTILITY	1		
REAR SEAT AND PARTITION - FORD UTILITY	1		
10XL COATED POLY PARTITION 12-12 FORD INTERCEPTOR UTILITY W/SCA	1		
SPLIT RED/ BLUE ION	2		
HAVIS C-VS-0812-INUT-1	1		
LIGHT BAR BRACKETS	1		
100 AMP BREAKER	1		
6 SLOT FUSE HOLDER	2		
LABOR TO INSTALL EQUIPMENT	1		
LABOR TO STRIP EQUIPMENT FROM EXISTING VEHICLE	1		
<b>PER VEHICLE COST</b>			

Bidder:

\_\_\_\_\_

Name:

\_\_\_\_\_

Position:

\_\_\_\_\_

Signature:

\_\_\_\_\_

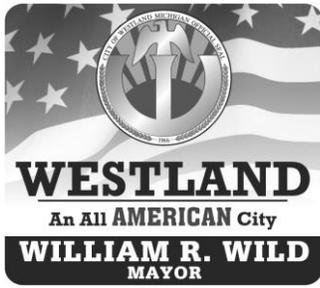
Date:

\_\_\_\_\_

Additional Contractor Comments:

\_\_\_\_\_

\_\_\_\_\_



# City of Westland

## References Sheet

The City of Westland requires all applicants to submit three references.

### Reference #1

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

### Reference #2

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

### Reference #3

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

## IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the City of Westland shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the City. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Notary Public \_\_\_\_\_

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

## DEFINITIONS

- (A) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) "Investment" means 1 or more of the following:
  - i. A commitment or contribution of funds or property.
  - ii. A loan or other extension of credit.
  - iii. The entry into or renewal of a contract for goods or services.
- (C) "Investment activity" means 1 or more of the following:
  - i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
  - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) "Iran" means any agency or instrumentality of Iran.
- (E) "Iran linked business" means either of the following:
  - i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
  - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) "Person" means any of the following:
  - i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
  - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.