



City of Prescott
Purchasing Services
216 S. Marina St., Suite 202
Prescott, AZ 86303-3929

Bid 10PPD0012
Mobile Law Enforcement Automated License Plate Recognition (ALPR) System

The City of Prescott is soliciting bids for the purchase of a Mobile Law Enforcement Automated License Plate Recognition (ALPR) System. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, September 24, 2009, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

The City of Prescott has received a grant for the purchase of a Mobile Law Enforcement Automated License Plate Recognition (ALPR) System per the following specifications:

Hardware Specifications

Cameras:

- The system must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.
- The Infrared (IR) Light Emitting Diodes (LEDs) must be “pulsed” to enhance license plate capture and extend the lifetime of the LED board.
- The cameras must have a dual lens configuration in a single camera housing featuring both an Infrared (IR) lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to IP67 standards.
- The dual lens camera must be capable of capturing up to 60 frames per second.
- The cameras must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.
- The cameras must utilize a Software Camera Controller to facilitate the selection of the optimum settings for the Flash, Gain and Shutter. Once configured by the System Administration or the vendor, all settings must be automated in each camera.
- The cameras must be small enough, no more than 2” tall, and permanently attached to the vehicle’s emergency lightbar so not to obstruct or otherwise hinder visibility to the lightbar.
- Each camera shall weigh no more than 4 pounds.
- All camera mounting bracket systems must be fabricated specifically for the vendor’s cameras and must be furnished by the vendor
- In addition to the camera mounting bracket systems that attach to the vehicle’s emergency lightbar, the vendor must also provide fabricated camera mounting bracket systems that can be installed on those police vehicles commonly referred to as “unmarked units” or those with no roof-mounted lightbar. (i.e. magnet or clip-on). These brackets must easily allow for rotation, tilt, and yaw adjustments.
- There must be no moving parts in the dual-lens cameras.
- The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 8 feet to 34 feet.
- All camera cabling and camera connectors must be manufactured or assembled by the vendor that provides the ALPR system and all of the required components.

Processor:

- The system must provide the customer with the ability to integrate to their existing MDT or MDC using Client – Server technology in order to minimize processor usage on their existing MDT or MDC.
- The Automated License Plate Recognition (ALPR) Processor must have a “self trigger mode” to detect the presence of lawfully mounted vehicle license plates in the cameras’ Field of View (FOV) for image capture from the camera.
- The ALPR Processor must be designed to be trunk mounted and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut – down each time the vehicle’s ignition is turned on and turned off.
- The ALPR Processor must control the power supplied to the cameras and provide video connection points for simplified system wiring.
- The ALPR Processor must have an operating input range of 10.5-16.5V DC at 90W.
- The ALPR Processor must utilize an automotive 30 GB extreme environment Hard Disk Drive. As an option, the ALPR Processor must be available with a 1.1 GB Solid State Hard Drive.
- The ALPR Processor must utilize a Core Two Duo processor running Windows XP embedded operating system.
- The ALPR Processor shall have at least four digital camera connections, a dedicated GPS input, and four (4) USB Ports.
- The ALPR Processor must be designed to meet the environmental conditions associated with a trunk-mounted unit.
- When the system is configured to utilize an independent ALPR processor, the ALPR Processor and the cameras must be developed, manufactured and supported by the same vendor.

Client (In Vehicle) Software Specifications

- The application software must be capable of supporting an unlimited number of “hot list” databases for simultaneous matching.
- The System Administrator must have the capability to define the police department’s database/s and assign a color code *and* priority level to each database to be used when a ‘match’ or a ‘hit’ occurs, i.e., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, registered parolees, etc.
- The application software that resides in the police unit must provide for a User Name and Password as assigned by the System Administrator.
- The application software must be responsive in comparing a captured license plate against multiple and voluminous databases with *less* than a 2 second response to a query of a database/s containing up to 10,000,000 records.
- The system must have the feature that allows “hot list” databases to be created in the field by authorized users and the authorized users must have the capability to add license plate data to the system’s database/s while in the field. All license plate data added by the authorized user will remain a part of the selected database until the database is ‘overwritten’ by the System Administrator or by a new or updated database(s).
- The system must provide a feature to enable or disable “fuzzy-logic” plate matching in each police unit to enable the system to match common number character issues (0/O and 8/B) or unknown characters. This feature can be enabled or disabled at the user’s discretion.
- The system must provide for the ability to read license plates from up to four dual-lens cameras simultaneously.
- The system must provide live, simultaneous video display of all of the following data for the two (2) dual lens cameras as selected by the user:
 - The IR License Plate Image
 - The license plate interpretation or system read
 - A corresponding color overview image of the vehicle displaying the captured IR license plate
 - The date and time stamp
 - Identification of the Camera capturing the image
 - The GPS Coordinates for every license plate captured by the system
- When the system identifies a “match” or a “hit” of the license plate, the following additional data must be displayed in a timely manner on the system’s Hit Screen:
 - The color coded database indicating the name or title of the database where the “match” occurred
 - All narrative text, if any, from the database where the “match” occurred
- The Hit Screen must remain displayed until acknowledged by the officer, *and* while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.
- If so configured within the Back Office by the Administrator, the officer may also be required to select a disposition button on the Hit Screen. These Dispositions are determined by the Administrator, and may be used in reporting the result of the hit (Arrest, Vehicle Parked, Vehicle Recovered, etc).
- In the event that a subsequent “match or hit” should occur while the original Hit Screen is displayed to the officer, the system must alert the officer that a second or subsequent “hit” occurred and the system is waiting for the officer’s intervention.
- The system must provide a touch screen feature to enlarge the vehicle’s color overview image so that the police officer can examine it in order to gain additional information or the verification of information.
- The system must provide touch screen navigation for the police application GUI.
- The system must provide for the ability to run “covert” hotlists for gang investigations, organized crime, or other details. If so deployed by the administrator from the back office, a covert hotlist will not alert the officer to a hit, but will send this hit information to the back office where it can be sent to a defined notification list.
- The system must provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.
- The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time.
- The system must provide the officer with the capability to mark a license plate read as a “misread.”

- The system must provide the officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system’s database(s).
- The system must provide the officer with the capability to review all of the following:
 - “hits”
 - license plate images and associated data
 - license plate searches performed by the officer indicating the date and time the search was conducted
 - pictures
 - misreads
- The system must provide the officer with the ability to query the client software application to determine if a particular license plate has been captured in the system. If the license plate data is in the system, the officer must have the ability to review each license plate capture and the associated system data displayed on the Review Screen to include:
 - The IR License Plate Image
 - The corresponding color overview image of the vehicle
 - The date and time stamp and
 - The GPS coordinates
- The system must provide the ability to add notes to the “hit” record for permanent storage and subsequent retrieval.
- The system must be capable of capturing license plates in any of the following modes: (a) an adjacent lane on either side of the police vehicle while driving through traffic and/or parking lots; (b) traffic in an adjacent lane while parked on the side or shoulder of a roadway; (c) any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle and (d) an adjacent lane to capture the rear license plate of the vehicle as it passes the police unit or vice versa
- The camera configuration must be capable of switching from one monitoring mode to another via the software application by “pressing” the corresponding on-screen function button.
- The system must have the capability to capture a still image of importance at the officer’s discretion using the color overview camera(s).
- The system will allow the operator to enter into a “Chalking” mode from the main screen. The Chalking mode marks all vehicles with a GPS coordinate for later matching in a timed enforcement zone.
- In chalking mode, the system will continue to match against known hotlist databases (stolen, scofflaw, wants, warrants, etc) and alert the officer to vehicles of interest.
- The system will allow the operator to enter into a “Metering” mode from the main screen. The Metering mode prompts the operator to identify the timed enforcement zone currently being patrolled. The Metering function then checks each plate read against those previous chalked at the same GPS location. The system will alert the operator to OverStays for the specified timed enforcement zone.
- For Chalking/Metering violations, the operator will be presented with the original image (chalking) and the second image (metering) that produced the overstay. With each image, a time/date stamp and GPS coordinate will be presented.

Server Software (Back Office) Specifications

- As part of the overall system and functionality, a customized back – office software application must be provided so the customer can manage all the data collected by the various ALPR deployment (client applications), manage the database functions and manage the user administration functions.
- The system must provide the ability to customize the client application screens and alarms based on system “hits.”
- The system must provide the ability to assign priorities to the various databases utilized by each police agency.
- The system must provide the System Administrator with the ability to import national and local databases from a website, ftp location, or network address.
- The system shall allow for the option of automatically updating all hotlist databases from the originating website, FTP, or network location.
- The system shall allow for the scheduling of hotlist updates from the source location.
- The system shall allow for the definition of custom hotlist import formats, to enable a standard csv or text file to be easily imported and made useable by the system without the need for vendor involvement.

- The system should allow for the option of configurable disposition buttons to be pushed out the client application. These Dispositions are determined by the Administrator, and when enabled, require the officer to enter a disposition prior to clearing the Hit screen (Arrest, Vehicle Parked, Vehicle Recovered, etc). This information is fed back into the server application for reporting purposes.
- The system must provide application security by assigning users to a Group, with a defined Role, which determines privileges within the system.
- The system must allow an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password.
- The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.
- The system must provide remote access to stored data for analysis and reporting using a Zero Administration Smart Client. The Smart Client shall be freely deployed to any number of network PC's.
- The system shall allow the administrator to view users currently logged into the system, and disconnect users as needed.
- The system must provide Quick Click reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or officer login ID.
- The system must provide the ability to perform a full or partial license plate query against the databases.
- The system must provide the ability to query for license plate data based upon time, date, location and the user.
- The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.
- The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.
- The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits."
- The system must provide the ability to run a query, and select a subset of that query for Detail Reporting, or for plotting on a single map for cluster or pattern analysis.
- The system must allow for advanced mapping to include street, satellite, and birds-eye views for investigations and planning of surveillance operations.
- The system must provide multiple methods for downloading and uploading information between the vehicle and the back – office application including USB thumb drive and wireless.
- The system must provide a server network environment to facilitate the sharing of data.
- The system shall be JDXML Compliant to facilitate pending ALPR Data Standardization efforts from NIJ and IACP.
- The system shall use Microsoft SQL as its database engine.
- The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.
- The client application for networked PC's must be a zero administration installation from a web page residing on the server.
- Data and images stored in the system must have the capability to be printed as determined by the System Administrator.
- An "Export to Excel" and "Print to pdf" function must be provided within the application for reads, hits, and reports.
- The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.
- The system shall feature a help menu within the application.
- The system shall allow for role-based access to individual reports.
- The system shall provide a standard email template to be used for email alert notifications, and shall allow customization of that email template.
- The system shall allow for the automated and controlled deployment of a hotlist to any selection of cameras or mobile systems.
- The system shall allow the notification rules to be set for a specific hotlist, allowing the administrator to define which user groups with defined roles receive alert notifications from a given hotlist.
- The system shall allow a hotlist to be marked as covert, such as gang members or organized crime. This allows for a hotlist to be matched against in a mobile vehicle with no officer notification, unless that officer is on the defined notification list for that covert hotlist.

- The system shall allow for the live monitoring of reads and/or hits from any number of fixed cameras or mobile systems, such as may be used in a dispatch facility.
- The system shall allow queries to be saved as favorites, to enable quick and easy access to a data set being used in an investigation.

General Requirements

- All hardware and software provided by the vendor must be covered under a one-year parts and labor warranty at no additional cost to the customer.
- The vendor must furnish extended warranty/maintenance costs for both hardware and software for up to three (3) years from the date of system installation.
- The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state, or regional of interest.
- As part of the vendor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be provided as determined by the vendor to address changes in the state's license plates during the term of the maintenance agreement
- The system must have the capability to capture vehicle license plates at speeds up to 160 mph with license plate capture and read accuracy rates in excess of 90% for machine-readable plates.
- The vendor must have scored above a 4.0 on the 5-point DHS SAVER Assessment of Mobile ALPR systems.
- The system must provide effective license plate capture at night with no external lighting required.
- After issuance of the purchase order, all hardware and software must be delivered to the customer site within eight (8) weeks.
- The successful vendor must provide on-site system training for the system users and the System Administrator/s.
- The successful vendor must provide system installation and/or system installation oversight based upon the customer's requirements.
- All system documentation must be furnished in electronic format.
- The manufacturer must have the ability to provide ALPR cameras for fixed site monitoring, as well as installation services for these cameras. These fixed site cameras must be compatible with the same software solutions outlined in this bid specification for the mobile system, allowing the data to be collected in a central location for all mobile and fixed cameras.

Standards and Testing Requirements

- The IR cameras must meet "eye safe" certification standards, as established by an international testing agency.
- The cameras must be sealed to IP67 Standards.
- The cameras must meet BS EN 60068 2-27 requirements for Mechanical Shock.
- The cameras must meet Mil. Std. 810F method 516.5, Procedure V requirements for Shock Crash Hazard.
- The cameras must meet BS EN 50293:2001 and IEC 61000-4-2 1995 requirements for electrostatic discharge.

2.0 Solicitation Process Requirements

- 2.1. Communications with the City: All communications regarding this solicitation must be directed in writing to the Purchasing Division. Unless authorized by the Purchasing Manager, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Buyer for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager
 City of Prescott
 Purchasing Services Division
 Fax: 928-777-1241
 E-mail: purchasing@cityofprescott.net

2.2 Schedule

- 2.2.1. **Solicitation Advertisement**
Tuesday, September 15, 2009
- 2.2.2. **Bids Due (one (1) original and one (1) copy)**
Thursday, September 24, 2009 at 2:00 pm
Purchasing Manager
201 S. Cortez St.
Prescott, AZ 86302
- 2.2.5. **Bid Opening**
Thursday, September 24, 2009 at 2:00 p.m.
City of Prescott
City Council Chambers
201 S. Cortez St.
Prescott, AZ 86302

2.3. **Questions and Requests for Addenda**

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the City's Buyer in writing by fax or email. Failure by a Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4. **City Answers and Addenda**

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Addenda and City answers will be posted on the City's website at www.cityofprescott.net/business/bids. Bidders are responsible for checking the City website for any and all addenda to this solicitation, answers to questions posed by other Bidders, and related information. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.5. **Proprietary Material**

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.6. **Multiple Bids**

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7. **Delivery of Bids**

Sealed bids (one (1) original and one (1) copy) must be received at Prescott City Hall no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Dawn M. Foster, Purchasing Manager
City of Prescott
PO Box 2059
Prescott, AZ 86302

If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:

Dawn M. Foster, Purchasing Manager
City of Prescott
201 S. Cortez St.
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Solicitation and Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.8. **Cost of Bids**

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.9. **Errors in Bids**

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.10. **Withdrawal of Bids**

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 90 calendar days after the bid due date and time.

2.11. **Changes in Bids**

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.12. **Rejection of Bids**

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.13. **Disposition of Bids**

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.14. **Incorporation of Solicitation and Response in Agreement**

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.15. **Protests**

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1241. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.16. **Bid Submittal**

Bid (one (1) original and one (1) copy) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.18.1. Bid Form A - Bidder Response Cover Sheet
- 2.18.2. Bid Form B - Price Sheet
- 2.18.3. Bid Form C - Bid Certification
- 2.18.4. Bid Form D - Non-Collusion Certificate
- 2.18.5. Bid Form E – Contractor Questionnaire
- 2.18.6. Bid Form F – Certificate of Ownership
- 2.18.7. Bid Form G – Bidder Optional Information
- 2.18.8. Bid Form H – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. **Entire Agreement**: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP,

and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.

- 3.2. **Term:** The term of this Contract shall commence on the date the City's Purchasing Agent signs the same and shall expire as stated within the Contract.
- 3.3. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 3.4. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 3.5. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.6. **Schedule:** Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.7. **Payment:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 3.8. **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. **Price Warranty:** The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.10. **Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. **Date Warranty:** Vendor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.
- 3.12. **Equal Employment Opportunity:** During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical 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 for training, including apprenticeship.

- 3.13. **Diversity:** The City encourages the Contractor to employ a workforce reflective of the region's diversity.
- 3.14. **Discrimination in Contracting:** The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3.15. **Record-Keeping:** The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.16. **Publicity:** The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.
- 3.17. **Proprietary and Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
- 3.18. **Indemnification:** The Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents
- 3.19. **Insurance Requirements**
The Contractor shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: "**The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the City of Prescott.

- 3.20. **Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.21. **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.22. **Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
- 3.23. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.24. **Adjustments:** The City's Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 3.25. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.
- 3.26. **Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.27. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.28. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.29. **Applicable Law:** This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.30. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.31. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
- 3.32. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
- 3.33. **Termination:**

- 3.33.1. **For Cause:** Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- 3.33.2. **For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- 3.33.3. **For Public Convenience:** The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.
- 3.33.4. **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
- 3.34. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.35. Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

- 4.1. **Default by Bidder:** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. **Cash Discounts:** In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
- 4.3. **Warranty:** Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.
- 4.4. **Litigation:** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.
- 4.5. **Cooperative Use of Contract:** This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- 4.6. **Brand Names:** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Contractor Questionnaire: Bidder shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Bidder shall complete, sign, and submit Form F completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- 5.7. Form G - Bidder Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.
- 5.8. Form H - Bidder Qualifications, Representations and Warranties
- 5.8.1. Bidder shall complete and submit Solicitation Form H. Bidder shall provide additional information as required.
- The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed in Section 2.2. The Bidder shall make such facilities and equipment available for the City's inspection within eight business hours of the City's request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the City's request.
- 5.8.2. The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.
- 5.8.3. Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form H.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number:

Description:.....

Please note all that apply:

- Total Price (including tax and shipping).....\$ _____
- Addenda Number(s) Received (if any) _____
- Original Forms A through H plus one (1) photocopy

Business Name: _____

Business Address: _____

Business Phone: (____) _____

Business Contact: _____

Supplier Comments: _____

Form B – Price Sheet

Item Per Specifications

Cost

(1) Mobile Law Enforcement Automated License Plate Recognition (ALPR) System

\$ _____

Shipping FOB Prescott, AZ

\$ _____

Sales Tax (_____ %)

\$ _____

Grand Total

\$ _____

Payment Terms: _____

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

C.1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C.3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation response package cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Contractor Questionnaire
6. Form F – Certificate of Ownership
7. Form G – Optional Bidder Information
8. Form H – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – Subcontractor’s List

C.4 That the Bidder’s bid is valid for 90 days.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form E – Contractor Questionnaire

Yes - No

- 1. Has the City of Prescott or other governmental entity incurred costs as a result of contested change order (s) from the undersigned company?
- 2. Has the City of Prescott or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
- 3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
- 4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
- 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
- 6. Has the undersigned company failed to perform or performed unsatisfactory of two or more contracts within a thirty-six month period.
- 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
- 8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty-six month period?
- 9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
- 10. Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
- 11. Has the undersigned company been convicted of state or federal antitrust statues within a ten-year period arising out of submission of bids or proposals?
- 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

If you answered “yes” to Items 1-6 or 8-12 or answered “no” to Item 7, please attach a full explanation to this questionnaire.

Company: _____

Address: _____

Name: _____ Title: _____
(please print) (please print)

Signature: _____ Date: _____

Form F – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form G – Bidder Optional Information

Bidder Name: _____

Bid Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Bid Form G.

Affirmative Efforts to Utilize WMBEs – The City encourages the utilization of woman-owned and minority-owned businesses and the participation of such businesses in City bidding opportunities. The City requests Bidder to designate whether it is a State certified woman or minority owned business (WMBE), or whether the Bidder desires to self-identify as owned by women or minorities.

WMBE Status:

Certification:

Women’s Business Enterprise
 Minority Business Enterprise
 Minority and Women’s Business Enterprise
 Disadvantaged Business Enterprise

WMBE Certification No. _____
DBE Certification No. _____

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Self-Identification: If Bidder is not WMBE or DBE Certified, please select one category of ownership that best describes the ownership of Bidder:

Is Bidder at least 51% owned by one or more women? Yes No

Is Bidder at least 51% minority owned? Yes No

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Form H – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

- H1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.
- H2 Subcontractors** – Bidder submits as Attachment 4 to this Bid Form A a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- H3 References** – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____

Reference #2

Firm Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- H4 Bidder’s Examination** - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2009.

Signature

Title