CITY OF GLENDORA
POLICE DEPARTMENT

REQUEST FOR PROPOSAL

Public Safety Radio System

By: Chief Robert Castro
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Glendora, CA. 91741
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Due Tuesday, November 20, 2012 at 10:00 A.M.

City of Glendora
116 E. Foothill Boulevard
Glendora CA. 91741

TO: **ALL INTERESTED PARTIES**

SUBJECT: **REQUEST FOR PROPOSALS TO PROVIDE PUBLIC SAFETY UHF RADIO SYSTEM**

The City of Glendora invites your response to the attached Request for Proposal (RFP) to provide a public safety UHF radio system.

THE DEADLINE TO SUBMIT PROPOSALS IN RESPONSE TO THIS RFP IS TUESDAY, November 20, 2012 AT 10:00 A.M. PROPOSALS MAY BE DELIVERED TO THE CITY CLERK OF THE CITY OF GLENDORA AT 116 E. FOOTHILL BOULEVARD, GLENDORA, CA 91741, OR MAILED TO:

City of Glendora
Attention: City Clerk
116 E. Foothill Blvd.
Glendora, Ca 91741

Any proposal received after the time and date specified will not be considered since it will not meet the requirements of the RFP. **A POSTMARK WILL NOT BE ACCEPTED AS MEETING THE DELIVERY TIME IF RECEIVED AFTER THE DEADLINE.**

Important: The Original Copy of the Proposal must be submitted sealed and marked. The Proposer should retain a duplicate copy. Fax copies will not be accepted. Incomplete or late proposals will be considered non-responsive and will not be reviewed. Each proposal must be complete when submitted. No changes, modifications, corrections or additions may be made to the proposal once it is received by the City of Glendora.

Please quote hereon in the space provided your lowest price for the public safety radio system per the specifications in Section 2.02 of this Request for Proposal. The price shall include all services, labor, materials, equipment and shipping to Glendora, CA. 91741 and performance of all operations in connection with the work necessary for the completed project. The City of Glendora expressly reserves the right to accept or reject proposals on each item separately or as a whole, without cause or reason.

REQUEST FOR PROPOSAL

PUBLIC SAFETY RADIO SYSTEM

Issuing Offices: City of Glendora Police Department

Date: October 30, 2012

Section 1: Information for Proposers

1.01 Introduction

The City of Glendora Police Department (City) seeks cost proposals to design and install a UHF public safety radio system. The system will be a regional UHF radio system to serve the police departments of Glendora PD, La Verne PD, Covina PD, Azusa PD and Irwindale PD. The successful Proposer shall design and construct two transmitter sites in a simulcast cell that will become a node to connect the system to the City of Glendale ICIS core. The funding for the radio system will be provided through the 2010 Homeland Security Grant Act funding and all grant requirements must be satisfied.

1.02 Submission of Proposal

Proposals will be received by the City Clerk, City of Glendora, at 116 E. Foothill Boulevard, Glendora, CA 91741 by 10:00 A.M. on Tuesday, November 20, 2012. Any proposal not received prior to the time set in this request, or an addendum, shall be disqualified.

The RFP identifies the requirements of the City. Any deviations from the requirements of this RFP must be clearly identified on an item by item basis. Responders may identify additional functions that their conversion solution offers. Any functionality beyond that required by this RFP that involves additional costs must be clearly identified as an alternative proposal item. Alternative methods the Proposer may submit to meet identified requirements must be clearly noted and documented.

The City requires firm price proposals for the proposed conversion solution, peripheral equipment, and documentation. The City requires time and material price proposals for aspects of the proposed systems that include installation, warranty, service and maintenance.

1.03 Proposal Format

The Proposer shall submit an original and three (3) copies of the Proposal Submission Documents. The Proposal shall be submitted sealed and marked. A duplicate copy should be retained by the Proposer. Proposals shall be submitted in standard eight and one half inch by eleven inch format and shall be securely bound.

The City accepts no financial responsibility for costs incurred by any Proposer in responding to this RFP. By responding to this RFP, the Proposer agrees not to hold the City responsible if material from responses is obtained under the Freedom of Information Act by parties other than the City, without the consent of the Proposer. The Proposer acknowledges the public proposal process that renders proposals submitted as public documents.

1.04 Interpretations

All questions about the meaning or intent of the Proposal document shall be directed to Chief Rob Castro at (626) 914-8264 or rcastro@glendorapd.org .

1.05 Opening of Proposals

Proposals will be opened and evaluated by the City of Glendora after the date and time set for receipt. Once a proposal has been submitted, it will not be returned. All responses to this RFP will become the property of the City. The successful proposal will become public information after the award of contract.

1.06 Rejection of Proposals

The award of a contract for the proposed activities is subject to the availability of funding and the approval of the City Council. The City of Glendora expressly reserves the right to reject any and all proposals, to award the contract to the Proposer providing the best value to the City for the proposed costs, and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with proposals which do not materially affect price, schedule, or fair competition among the potential Proposers.

1.07 Acceptance of Proposals

Within thirty (30) days after the final submission date for proposals, the City of Glendora may act upon them. The vendor who has met all criteria will be awarded the opportunity to provide to the City of Glendora the equipment and services outlined in this request for proposal.

The proposal award shall be based on, but not necessarily limited to, the following factors:

1. Total price.
2. City's evaluation of the vendor's product, the standard features, optional features, and the ability to provide the device in a timely manner.
3. Special needs and requirements of the City.
4. Vendor's past performance and experience with the City of Glendora.
5. Integration with existing radios and radio systems used by the City of Glendora.
6. Ability to integrate with the City of Glendale ICIS.
7. Ability to deliver fully functional working product by October 30, 2013.

Proposal Evaluation Methodology

Proposals meeting the minimum requirements will be evaluated by an evaluation panel. Proposals shall be independently scored, with the final score consisting of an average of the individually derived scores.

Scoring will be based upon the following criteria:

1. Business Submittal=25%
2. Technical Submittal=50%
3. Pricing Submittal=25%

The City will make the final determination regarding proposal acceptance and project award for this procurement.

The Proposer shall furnish such written information as is necessary to determine their qualifications to accomplish this project successfully. The Proposers shall provide at least three police departments or facilities in the last year as references that use their equipment for law

enforcement application. References will include department name, contact person, contact phone number and email. The evaluation and determination of the fulfillment of the above requirements will be determined by the City, and its judgment shall be final.

After selecting the proposal that best meets the requirements and which provides the best overall value to the City, the City will start the procurement process with the selected Proposer. If a satisfactory procurement cannot be negotiated, the City may, at its discretion, begin negotiations with the next highest ranking Proposer.

Section 2: PROPOSAL INFORMATION

2.01 Obligation of Proposers

By submitting a proposal, it is presumed that the Proposer has read, understands and agrees to all sections and paragraphs of the RFP. It is also understood that the Proposer has read its own proposal and warrants that its proposal is an accurate, complete and final representation of the offered systems.

2.02 Configuration

- The successful Proposer shall design and construct two transmitter site cells that will become a node to connect the system to the City of Glendale ICIS core. There are two proposed transmitter sites available for this project. The sites are currently developed with current radio systems operating from each. Site one is Johnston Peak located in the National Forrest above the City of Glendora. The site is leased to the City of Glendora. Coordinates for this site are: ***Lat 34° 9'16.07"N and Lon 117°48'6.87"W.*** Site two is College Peak located in Whittier. Coordinates for this site are: ***Lat 34° 1'1.22"N and Lon 118° 0'53'.75"'W.***. The Proposer shall provide a site evaluation report to include a list of required R56, civil and structural upgrades as well as recommended site improvements for each of the two sites. The two sites must provide 95% coverage for portables on-street and in building coverage. This coverage must be guaranteed. After implementation, if additional sites are required to meet this requirement above the two original sites, the vendor is responsible for any additional costs.

2.03 Required Features for Public Safety Radio System

The public safety radio system will have the following features:

Requirements

MINIMUM PROPOSER QUALIFICATIONS

Proposers shall have been the prime contractor, and successfully completed five projects of similar size and scope, costing at least $2,000,000 each, within the past five years. Proposers shall have documented experience of successful implementation of at least three Project 25 trunking systems consisting of simulcast

cells including at least two transmitter sites in the simulcast cell. Five references shall be provided. Proposers shall also identify all subcontractors within the proposal, providing a brief description of the qualifications of each. References in California are preferred.

Job Requirements

1. The primary purpose of this RFP is to construct a Project 25 simulcast node interconnected with the existing Interagency Communications Interoperability System (ICIS) core network with all of its features and functionality. Direct connection in lieu of the Inter Sub System Interface (ISSI) is preferred.
2. UHF spectrum is required for this project. Vendors must include 12-15 UHF channels to be part of their offerings. Failure to furnish channels will preclude vendors from bidding.
3. The Successful Proposer shall be responsible for all necessary design, engineering, implementation, optimization, project management, software, and equipment, required for successful completion of the project.
4. Proposals shall utilize the following criteria in their coverage analysis:
    - Vendors to select from the available sites listed in this Request for Proposal.
    - Portable's to be utilized at street level mounted on the hip with an antenna height of 3 feet. No public safety microphones with antennas will be accepted. A coverage map is required for this scenario.
    - In-building coverage maps with a 17dB attenuation loss will be required.
    - 95% coverage for portables on-street and in building coverage is required. This coverage must be guaranteed. After implementation, if additional sites are required to meet this requirement, the vendor is responsible for any additional costs.
    - Coverage testing shall be quoted as an option.
    - Service areas to be defined as the boundaries of the following Cities; Glendora, Covina, La Verne, Azusa and Irwindale.
5. All equipment, software, and services used in the Cell must be Project 25 trunking standards-based, and no preference will be given to any vendor.
6. The Project 25 standards-based Motorola ASTRO 25 version 7.9 Core is a highly-complex, sensitive, critical component and is shared by all cells and subsystems within the ICIS network. The successful Proposer shall subcontract with Motorola Solutions, Inc. to supply any modifications required to the Motorola ASTRO 25 version 7.9 Core, and to assist the successful Proposer with the integration of the Cell and associated hardware and software into the Core. The City of Glendora will assist the Successful Proposer to ensure the assistance of Motorola Solutions, Inc.
7. The Cell shall remain a fully-integrated component of the ICIS network, permitting seamless roaming with compatible Project 25 cells throughout the ICIS network and "fingertip" (radio channel selector change) roaming with other cells throughout the ICIS network. The Cell shall be capable of carrying all authorized traffic originating within the ICIS network.
8. The Cell shall provide real-time remote board-level diagnostics, failure monitoring and analysis, control of Cell equipment and subsystems, and display of Cell channel utilization, at the Glendora Radio Shop, at the Core, at the Network Operations Center located in Glendale, and be accessible via secure VPN connection via the Internet. The Cell shall also be capable of monitoring at Motorola Network Management Operations (NMO) in Schaumburg, IL using SNMP; integration of this capability at Motorola NMO is the responsibility of the City of Glendora.

9. Any or all existing equipment may be reused.
10. All work must comply with the Motorola R56 industry standard.
11. All microwave links may be reused, reconfigured, or replaced, at the Successful Proposer's discretion.
12. All microwave links must be at least DS3 capacity, including protection, either monitored hot stand by (MHSB), or loop protection, or both.
13. Leased T-1 links are an acceptable alternate to microwave.
14. Time is of the essence. All work must be completed, final acceptance issued, and final payment made, by the City of Glendora by October 30, 2013.
15. Work shall be designed and constructed under a single prime contract. Due to complexity of the work, Successful Proposer shall view the job sites, and submit all questions, prior to submission of any proposals. All costs shall be included in the original proposal.
16. Successful Proposer shall furnish all materials, personnel, tools, and equipment, necessary for the successful completion of this project.
17. Successful bidder shall create detailed final templates for each existing radio model, program all existing subscriber equipment and load encryption keys.

Minimum functionality provided by the Cell shall include the following capabilities:

a. Additional UHF Band channels to support Glendora's system needs (12-15 channels)
b. Subscriber Affiliation & Deaffiliation
c. Subscriber Registration & Deregistration
d. Group Call
e. Announcement Group Call
f. Subscriber Deauthorization
g. Regrouping
h. Emergency Call
i. Private Call
j. Radio to Radio, and Console to Radio, Paging
k. Voice Encryption
l. Radio Check
m. Automatic Cell-to-Cell Roaming Handoff
n. Site Selection Preference
o. Over-the-Air Rekeying
p. Base stations can be upgraded to Project 25 Phase 2 with only a software upgrade. Hardware modifications/additions are not acceptable.
q. Radio/Telephone Interconnect- allowing for a landline calls to and from radios in the field.

Vendors are required to respond to this optional section. The proposed solution must be capable of the following:

Project 25 Integrated data capability
The system must be able to interface with external 3rd party data applications for use over the air on the system using Project 25 data interfaces. Vendors to describe data applications currently deployed on P25 trunking systems.

The solution shall have the capability to address a message to many users or user groups using a data broadcast message rather than multiple individual.

Voice calls must always preempt a data transmission. Once voice traffic is completed, data transmission must continue from the point it was halted.

Encrypted Integrated data capability
The solution shall provide the ability to secure date messages from applications internal and external to the portable and mobile radios. DES encrypted Over-The-Air Programming (OTAP) capability shall be utilized.

Over the Air Programming
Capability for over the air programming of all subscriber equipment.

Text Messaging
Subscribers and infrastructure must be able to send and receive text messages. Vendor to describe text messaging functionality.

GPS Location
System and subscribers shall be capable of providing location based GPS coordinates to a dispatcher and other users.

Over-the Air Rekeying Capability
The system must be able to overwrite a subscribers encryption keys over the air, without the need to attach an external device to the mobile or portable radio. Radios must be capable of sharing encryptions keys peer-to-peer when outside the coverage area.

Digital Vehicular Repeater Operation
Field use of portable radios in the vicinity of mobile units may be facilitated by the use of a vehicular repeater passing P25 signaling information (PTTID's, Emergency ID's, IV&D etc) from the portable to the network. Vendor to describe in detail vehicular repeater functionality.

Low Cost Encryption
An alternative for non Mission Critical users to encrypt their transmissions. Vendors to describe this capability.

ISSI Capability
Capable of connecting into neighboring P25 systems via the P25 ISSI standard and allow for group calls, emergency calls and some level of inter-system roaming to neighboring networks.

Radio Authentication
The solution shall provide for Radio Authentication between mobiles and portables on the system. This protects the system from unauthorized radios trying to access the system. Vendors to describe this functionality.

Network Security
The physical security of public safety radio communications systems and the information security of its traffic shall be provided at a level commensurate with that normally established for critical public-safety systems in today's environment. Vendors to describe their Network Security Methodology and what options are available.

Section 3.0 GUARANTEE

1. The Proposer guarantees all materials and workmanship against defects for a period of one year, unless a longer period of time is noted otherwise, from the date of Final Acceptance of all services, hardware, and software performed or provided under the Proposal. The date of Final Acceptance will be established and confirmed in writing.

2. The Proposer assumes responsibility for said one-year guarantee, unless noted otherwise, for all services, hardware, and software provided or performed by subcontractors, manufacturers, or suppliers.

3. Within a period of one year, unless noted otherwise, after Final Acceptance of the services, hardware, and software the Proposer hereby agrees that if any portion of the services, hardware, and software installed, implemented, or performed fails to fulfill any of the requirements of the Proposal, RFP, or Purchasing Document, Proposer shall, without delay and with the least practicable inconvenience and without further cost to ICIS or the City, repair or replace defective or otherwise unsatisfactory services, hardware, software or other materials.

4. Should the Proposer fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Proposer can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary Work, and the Proposer shall pay to the City the actual cost of such repairs plus 15 percent, or the City may charge such costs to the Proposer's retention.

5. The Proposer shall be responsible for the full expense incidental to making good any and all of the above guarantees.

SUBMITTALS

1. To be considered a valid proposal, each Proposer must provide the following submittals.

Business Submittal
Provide a description of the business, including a brief history, and proof of the financial stability of the business. Include a brief biography of the project manager, engineering manager, and other principals assigned to the project. Describe the project management methodology utilized by the Proposer. Include references required to meet the minimum qualifications.

Technical Submittal
Provide a thorough technical description of the project, including the system design, responsibilities matrix, comprehensive equipment and software list, detailed list of services to be provided, an acceptance test plan, technician training plan, Cell warranty, and a maintenance plan.

Pricing Submittal
A complete, detailed, pricing submittal broken down by: (1) Equipment, by line-item; (2) Services, by line-item; and (3) Options or Enhancements, by line-item.
Separate pricing for the (1) trunking cell and (2) backhaul, shall be submitted.
Bidders shall also include pricing to include:

a. Project 25 Phase II (TDMA) trunking;

b. Technician support- Real time 24/7 access to advanced technicians by phone and/or on line ;

c. On-site Infrastructure Response- 24/7 emergency response by qualified technicians for emergency service and repair with no longer than a two hour on-site response time;

d. Advanced Repair and Replacement- emergency access to replacement equipment to eliminate downtime of radio system.

e. Ongoing software upgrades and 24/7 network monitoring including remove diagnostics.

f. A **per-year cost** of maintenance and software agreements to extend the initial one-year warranty up to five years.

Bidders are encouraged to propose, and submit pricing, for other project enhancements at the Bidder's discretion.

Bidders shall provide a fixed price proposal, including taxes, shipping charges, and any anticipated travel and lodging expenses. No change orders are anticipated after proposal award.
Payment for this project shall be deliverables-based, and made based upon the following payment schedule.

1. 10% to be paid upon issuance of the purchasing document by the City.
2. 20% to be paid upon design approval.
3. 30% to be paid upon completion of equipment installation.
4. 30% to be paid upon acceptance of a functioning Cell.
5. 10% to be paid upon final acceptance.

INDEMNITY

To the maximum extent permitted by law, the Proposer shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the services performed by Proposer, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Proposer, City arising out of Proposer's work, for which the Proposer is responsible;

C. Stop notices and claims for labor performed or materials used or furnished to be used in the project, including all incidental or consequential damages resulting to the City from such stop notices and claims;
D. Failure of Proposer or its Subcontractors to comply with the provisions for insurance;
E. Failure to comply with any applicable law, statute, code, ordinance, regulation, permit, or order;
F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Proposer in connection therewith;
G. Breach of any duty, obligation, or requirement under the Purchasing Document, RFP, and/or Proposal Documents;
H. Failure to provide notice to any Party as required under the RFP or Proposal Documents;
I. Failure to protect the property of any utility provider or adjacent property owner; or
J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Proposer shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of the City.

Enforcement

Proposer's obligations under this Article extend to claims occurring after termination of the Proposer's performance obligation or final payment to Proposer. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Proposer, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Proposer's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Proposer under the RFP, Proposal, or Purchasing Document, for the purpose of resolving such claims; provided, however, that the City may release such funds if the Proposer provides the City with reasonable assurance of protection of the City's interests. The City shall in their discretion determine whether such assurances are reasonable.

DEFAULT, REMEDIES, AND TERMINATION

Default

Default under this RFP occurs upon any one or more of the following events:
1. Proposer refuses or fails - whether partially, fully, temporarily, or otherwise - to:

a. Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;

b. Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;

c. Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

2. Proposer, or its personnel, or both -whether partially, fully, temporarily, or otherwise:

a. Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;

b. Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

c. Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

d. Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

e. Proposer or another party for or on behalf of Proposer: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

f. Delegates - whether in whole, in part, temporarily, or otherwise - its duties or obligations under this Agreement, without notifying the City, or without the City's written authorization;

g. Assigns, transfers, pledges, hypothecates, grants, or encumbers - whether in whole, in part, temporarily, or otherwise - this Agreement or any interest in it, without notifying the City, or without the City's written authorization;

h. Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on Proposer's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

i. Any other justifiable cause or reason, as reasonably determined by the Project Manager, or a designee.

Notice of Default
If the City deems that Proposer is in Default, or that Proposer has failed in any other respect to satisfactorily perform the services, or provide the hardware or software specified in the Proposal, RFP, or Purchasing Document, the City may give written notice to Proposer specifying the Default(s) that Proposer shall remedy within ten (10) days after receiving the notice. The Notice of Default will set forth one or more basis for any dissatisfaction and may suggest corrective measures.

Remedies upon Default
Within ten (10) days after receiving the City's Notice of Default, if Proposer refuses or fails to remedy the Default(s), or if Proposer does not commence steps to remedy the Default(s) to the City's reasonable satisfaction, the City may exercise any one or more of the following remedies:

1. The City may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as Proposer has corrected the Default;

2. The City may provide for the Services either through its own forces or from another Proposer, and may withhold any money due (or may become owing to) Proposer for a task related to the claimed Default;

3. The City may withhold all moneys, or a sum of money, due Proposer under this Agreement, which in the City's sole determination, are sufficient to secure Proposer's performance of its duties and obligations under the Project, Proposal, RFP, or Purchasing Document;

4. The City may immediately terminate the Project or render void the Proposal, RFP, or Purchasing Document;

5. The City may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing an action in court:

a. Seeking Proposer's specific performance of all or any part of the Project, Proposal, RFP, or Purchasing Document; or

b. Recovering damages for Proposer's Default, breach, or violation of the Proposal, RFP, or Purchasing Document; or

c. The City may pursue any other available, lawful right, remedy, or action.

Termination for Convenience

Independent of the remedies provided in the above Paragraph, the City may elect to terminate the Project and render void the Purchasing Document upon ten (10) days' prior written notice. Upon termination, Proposer shall receive compensation only for that work which Proposer had satisfactorily completed to the termination date. The City shall not pay Proposer for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this termination.

NO ESTOPPEL

Changes in the Project shall be performed under a Change Order or Unilateral Change Order. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Unilateral Change Order. It is of the essence to this RFP that all scope changes in the Project that form the basis of an adjustment of the Contracted Sum or Contracted Time must be authorized in advance in writing through either a Change Order or Unilateral Change Order. A change in the Contracted Sum or the Contracted Time shall be accomplished only by Change Order or Unilateral Change Order. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Project, or claim that the RFP, Proposal, Purchasing Document, or Project has been abandoned or the City has been unjustly enriched by any alteration or addition to the Project shall be the basis of any claim for an increase in any amounts due under the Purchasing Documents or a change in any time period provided in the Purchasing Documents.

PAYMENTS WITHHELD
Withholding by the City

1. In addition to any other amounts which the City may have the right to retain under the Purchasing Documents, the City may withhold a sufficient amount of any payment otherwise due to Proposer as the City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

2. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices;

3. Defective Work. Defective Work not remedied;

4. Nonpayment. Failure of Proposer to make proper payments to its Subcontractors for services, labor, materials or equipment;

5. Inability to Complete. Reasonable doubt that the Project can be completed for the then unpaid balance of the Contracted Sum or within the Contracted Time;

6. Violation of Applicable Laws. Failure of Proposer or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;

7. Penalty. Any claim or penalty asserted against ICIS or the City by virtue of Proposer's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);

8. Setoff. Any reason specified elsewhere in the Purchasing Documents as grounds for a withholding offset or set off or that would legally entitle the City to a set-off or recoupment;

9. Consultant Services. Additional professional, consultant or inspection services required due to Proposer's failure to comply with the Purchasing Documents.

10. Liquidated Damages. Liquidated damages assessed against Proposer.

11. Materials. Materials ordered by the City pursuant to the Contract Documents.

12. Damages. Loss caused by Proposer or Subcontractor to ICIS or the City, Separate Contractors or any other person or entity under contract to ICIS or the City.

13. Employee Benefits. Failure of Proposer to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

14. Other Breach. A breach of any obligation or provision of the Purchasing Documents.
Release of Withholding

If and when the City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.
Continuous Performance

Provided the City pays the undisputed portion, if any, of funds withheld in good faith, Proposer shall maintain continuous and uninterrupted progress of the Project during the pendency of any disputes or disagreements with the City.

City of Glendora
Proposal Submission Form

Public Safety Radio System

ALL EQUIPMENT PROVIDED MUST MEET ATTACHED SPECIFICATIONS – NO SUBSTITUTIONS.

ATTACH ALL TECHNICAL DOCUMENTS AND EQUIPMENT SPECIFICATIONS SUPPORTING THE PROPOSED SPECIFICATIONS OF THE RFP.

DESCRIPTION	***QUANTITY***	***PRICE***
Complete Radio System as specified	*1* =	_____

SALES TAX: _____
(L.A. County 8.75%)

BID TOTAL:$_____

Signature:_____***Date:***_____

Print Name:_____***Phone:***_____

Company Name:_____***Fax***_____

Address_____

_____