



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: February 12, 2010

REQUEST FOR PROPOSAL: #10-31 LEVEL 3 DUTY HOLSTER WITH PISTOL LIGHT

NOTICE TO PROPOSER: Sealed proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO:

**Attn: City Clerk' Office
City of Iowa City
410 E. Washington Street, RM 140
Iowa City, IA 52240-1826**

Proposals shall be submitted in a **sealed envelope or container** and clearly marked on the front **“Proposal for Level 3 Duty Holster with Pistol Light, RFP #10-31”**.

Faxed or E-mailed proposals will not be accepted.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (CST), March 5, 2010. Proposers shall submit three (3) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated below.

INSURANCE AND BONDING: Insurance is required, as specified in Section III-B.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted by e-mail no later than **3:00 p.m. (CST), February 26, 2010** by contacting the following City representatives:

Detailed Specifications:

Matt Johnson
Field Operations Captain
(319) 356-5440
M-F (8:00 a.m.-3:00 p.m.)

Purchasing:

June Nasby
Buyer II
(319) 356-5076
M-F (8:00 a.m.-5:00 p.m.)

After the date and time established for receipt of proposals by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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SECTION I. PROPOSER'S CHECKLIST

The following items must be included in the vendor's submitted proposal.

- _____ Product data: Details on the specified level 3 duty holster with pistol light.
- _____ Manufacturer's warranty literature on the proposed level 3 duty holster with pistol light.
- _____ Three (3) references from agencies that have purchased the specified level 3 duty holster with pistol light from the vendor. References must include the name of the agency, name of the agency's contact, phone number of the contact, and the agency's address. References from the vendor must include agencies other than the City of Iowa City (**Section V**).
- _____ A completed and signed Price and Company Information form (**Section VI**).
- _____ A sample of the proposed level 3 duty holster with pistol light.

Note: The City reserves the right to reject proposals that are considered incomplete and do not contain the requested items listed above.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK

The City of Iowa City is soliciting competitive sealed proposals from qualified vendors to provide and deliver eighty-five (85) level 3 duty holsters with pistol light, to the City's Police Department. The proposer must be an authorized seller of the holsters. The holsters shall be new, unused and equipped as specified in Section IV. Detailed Specifications.

B. PIGGYBACK PROCUREMENT METHOD

Upon request, the results of this bid must be extended to any other City of Iowa City department. In addition, the opportunity to purchase from this bid may be extended to other government entities within the State of Iowa. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. The awarded vendor may determine it is necessary to charge delivery fees for entities located outside of the Iowa City area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.

C. PROPOSAL REQUIREMENTS

1. If any vendor is in doubt as to the intent or meaning of any part of this Request for Proposal, the vendor must contact the City Representatives listed on page one (1) no later than **February 26, 2010, 3:00 p.m. (CST)**.
2. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated. All deviations from the specifications must be noted in detail by the vendor (Section VI), at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this Request for Proposal.
3. Vendors are required to meet all qualifications and specifications of this proposal in order to be considered for award.
4. The vendor is responsible for all costs related to the preparation of this proposal.
5. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated.
6. Pricing must include all fees required to supply and deliver the product, including, but not limited to, freight, delivery fees, and testing and inspection. Any costs to the City not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The vendor's proposed pricing shall be firm for a period of one year from the date stated on the City's purchase order. During this time, the City will have the option to order additional level 3 duty holsters with pistol light, as specified, at the firm price.
9. Insurance will be required before issuance of a Purchase Order, see **Section III-B. General Conditions & Instructions to Proposers**.
10. Vendors shall specify the number of calendar days from date of Purchase Order when delivery will be made, see **Section VI. Price and Company Information**.
11. Responses may be rejected if the vendor fails to perform any of the following:

- a. To adhere to one or more of the provisions established in this Request for Proposal
- b. To demonstrate competence, experience, and ability to provide the commodities described in this Request for Proposal
- c. To submit a response on or before the deadline and complete all required forms
- d. To respond to a written request for clarification or additional information

12. The following items must be submitted with the vendor's proposal:

- a. Product data: Details on the level 3 duty holsters with pistol light.
- b. Manufacturer's warranty literature on the proposed level 3 duty holsters with pistol light.
- c. Three (3) references from agencies that have purchased the specified level 3 duty holsters with pistol light from the vendor. References must include the name of the agency, name of the agency's contact, phone number of the contact, and the agency's address. References from the vendor must include agencies other than the City of Iowa City (**Section V**).
- d. A completed and signed Price and Company Information form (**Section VI**).
- e. A sample of the proposed level 3 duty holster with pistol light.

Note: The items listed above must be included in the vendor's submitted proposal in order for the proposal to be considered complete. The City reserves the right to reject proposals that are incomplete.

A sample of the proposed level 3 duty holster with pistol light must be received with the vendor's proposal in order for the vendor to be considered for award. The sample shall be at no cost to the City.

D. CONTRACT AWARD

1. The City reserves the right to qualify, accept, or reject any or all vendors as deemed in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposal.
2. Consideration may be given to, but not limited to, delivery time, the proposed level 3 duty holster pistol light and conformance to specifications/warranty, vendor references and previous experience with the City, holster appearance, functionality and accommodation of a variety of light options, and pricing/discounts.
3. Past performance of the vendor and completeness of the submitted proposal will also be considered for award. The City reserves the right to reject any and all proposals that are incomplete and do not contain the required documents.
4. Award, if made, shall be in the form of a Purchase Order.
5. Award, if made, shall be in accordance with the terms and conditions herein.
6. It is the City's intent to make an award within thirty (30) working days of the proposal due date.
7. The City is in no way restricted from purchasing the specified commodity from other vendors as needed.

8. Awarded vendor will be required to submit a current Certificate of Insurance prior to order placement. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additionally insured
 - Project bid number and project title as the description
 - Insurance carrier will be rated as A or better by A.M. Best
9. If contract is over \$25,000 awarded vendor will be given the City’s Contract Compliance Document to complete and return before a purchase order will be issued.

E. WARRANTY

The vendor warrants that all articles, materials and service performed shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at awarded vendor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

F. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City’s requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any vendor that submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other vendor or any individual that is not a member of the evaluation committee. The evaluation committee reserves the right to request the vendor to provide additional information during this process.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City’s specifications. The following table lists the maximum points associated with each category.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Pricing/Discounts	30
Proposed Level 3 Duty Holsters with Pistol Light and Conformance to Specifications/Warranty	25
Delivery Time	25
Vendor References and Previous Experience with the City	15
Holster Functionality, Appearance, and Compatibility with a Variety of Light Options	<u>5</u>
Total	100

G. DELIVERY AND PAYMENT

1. All deliveries shall be made to the City of Iowa City Police Department, Attn: Matt Johnson, 410 E Washington St, Iowa City, IA 52240.
2. Awarded vendor must contact Matt Johnson to arrange a time for delivery.
3. Delivery of the level 3 duty holsters with pistol light must be between 9:00 a.m. to 2:00 p.m., Monday through Friday (excluding holidays).
4. All invoices for the required commodities or services must be sent to the following address:

**Purchasing Division
Attn: June Nasby
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240**

The above conditions and instructions clarify this specific Request for Proposal, but are in addition to the attached General Conditions and Instructions to Proposers (Section III).

SECTION III – REQUEST FOR PROPOSAL

**CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this **REQUEST FOR PROPOSAL** is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall **NOT** result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. NO CONTACT POLICY. After the date and time established for receipt of proposals by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

2. COMPLETENESS/AUTHORIZATION OF PROPOSAL. Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.

3. ADDRESSING OF PROPOSAL. Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. PROPOSAL DEADLINE. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing proposers of the identity of the proposer with whom the City is negotiating or the contents of the proposal.

6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following proposal date, unless the proposer(s), at the City's request, agrees in writing to an extension.

7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.

8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.

9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the proposer, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

12. EQUAL EMPLOYMENT OPPORTUNITY. All proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. BID SECURITY. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:

a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or

b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful bidder fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more bidders may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. PERFORMANCE BOND. When required, the successful bidder shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. INSURANCE REQUIREMENTS. When required, the successful bidder shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.

The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.

b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

<u>Type of Coverage</u>	Each	
	<u>Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined	
	<u>Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

Formal Project Specs: Class II (over \$1M)

<u>Type of Coverage</u>	Each	
	<u>Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability	Combined	
	<u>Single Limit</u>	
(1) Bodily Injury & Property Damage	\$1,000,000	
c. Excess Liability	\$1,000,000	\$1,000,000
d. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

WHEN ADDITIONALLY REQUIRED:

Errors & Omissions	\$500,000
Fidelity Bond(minimum)	\$ 50,000

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website:
www.icgov.org/default/apps/equipment/commodities.asp.

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. REJECTION OF PROPOSALS. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not be limited to:

- ability to provide the type and quality of service that best meets the needs of the City.
 - organization, size, management and structure of the firm to provide service.
 - experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - satisfactory reference checks of clients on similar projects.
 - previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
 - whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
 - if a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
- cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. PRICING REQUIREMENTS. All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Iowa City) shall be given first consideration for the project.

7. FEDERAL TRANSIT FUNDS. Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration as described above in D.6.

8. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.

3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

5. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

b. Terminated due to default, as described below.

7. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

8. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

9. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

10. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

11. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. PAYMENT PROVISIONS

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.

2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice in duplicate to:

Purchasing Division
Attn: June Nasby
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240

3. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out-of-state suppliers as required. Out-of-state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Contractors shall bill the City Accounting Division, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The Accounting Division shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION IV. DETAILED SPECIFICATIONS

A. Holster

Desired functionality includes, but may not be limited to the following:

Accommodates weapon-mounted light

COMPLY Yes _____ No _____

Mid-ride on duty belt

COMPLY Yes _____ No _____

Leather, injection molded, composite, or carbon fiber

COMPLY Yes _____ No _____

Universal belt loop

COMPLY Yes _____ No _____

Black

COMPLY Yes _____ No _____

Basket weave finish

COMPLY Yes _____ No _____

Immediate lock-in when weapon is reholstered

COMPLY Yes _____ No _____

Duty holster (non-tactical)

COMPLY Yes _____ No _____

Will accommodate Glock model 22 pistol

COMPLY Yes _____ No _____

A minimum two (2) year manufacturer's warranty on holster. The holster shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for twenty-four (24) months from delivery date. Minimum twelve (12) months manufacture's warranty on light. The light shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for twenty-four (24) months from delivery date.

COMPLY Yes _____ No _____

B. Light

Desired functionality includes but may not be limited to the following:

Capable of mounting on Glock model 22

COMPLY Yes _____ No _____

Shockproof; dustproof

COMPLY Yes _____ No _____

Sealed from environmental elements

COMPLY Yes _____ No _____

Minimum two (2) hour run time

COMPLY Yes _____ No _____

Accommodates CR123A lithium battery/batteries

COMPLY Yes _____ No _____

Minimum 65 lumen

COMPLY Yes _____ No _____

LED lighting

COMPLY Yes _____ No _____

Battery may be removed and replaced without tools

COMPLY Yes _____ No _____

Ambidextrous activation

COMPLY Yes _____ No _____

SECTION V. REFERENCES

The vendor must provide a minimum of three (3) references that have purchased the specified level 3 duty holsters with pistol lights from the vendor within the past two (2) years. References must include the name of the agency, name of the agency's contact, phone number of the contact, and the agency's address. The City reserves the right to contact the references regarding the general performance of the vendor and the proposed product. References from the vendor must include agencies other than the City of Iowa City.

Note: The City reserves the right to reject proposals that are considered incomplete and do not contain the requested items listed below.

1.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

2.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

3.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

Note: The vendor may include a separate page with the submitted proposal for additional references.

SECTION VI. PRICE AND COMPANY INFORMATION

Pricing must include all fees required to supply and deliver the product, including, but not limited to, freight, delivery fees, testing and inspection. Any costs to the City not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.

The undersigned proposer, having examined and determined the scope of this project, hereby proposes to supply the required commodities as described in the Request for Proposal documents at the prices set forth within.

The undersigned proposer certifies that this proposal is made in good faith and without collusion and connection with any person or persons bidding on the project.

The undersigned proposer states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Iowa City, the City's Request for Proposal shall prevail.

Price per unit (unit being one (1) holster and one (1) light) \$ _____

Total price for eighty-five (85) units (unit being one (1) holster and one (1) light) \$ _____

**Written Total for eighty-five (85) units
(unit being one (1) holster and one (1) light) \$ _____**

(Example: Ten Dollars and Thirty Cents)

Delivery (in calendar days) after receipt of order _____ days

EXCEPTIONS/ DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space below. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____

Phone Number: _____

E-mail Address: _____

AUTHORIZED SIGNATURE:

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Address: _____

City/State/Zip:

Phone Number:

Fax Number:

E-Mail Address:

Date Signed:
