

City of Fayetteville Staff Review Form

2015-0358

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Keith Macedo

8/28/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AWARD BID 15-50, MOBILE DATA TERMINALS TO FUTURE LINK OF ILLINOIS, INC. FOR AN INITIAL PURCHASE OF SEVENTEEN (17) MOBILE COMPUTER SYSTEMS FOR USE IN FIRE DEPARTMENT VEHICLES, IN THE AMOUNT OF \$80,556.50, AND TO APPROVE A BUDGET ADJUSTMENT. STAFF ALSO REQUESTS PERMISSION TO PURCHASE ADDITIONAL QUANTITIES FROM BID 15-50, AS NEEDED THROUGH 12/31/2015, BASED ON UNIT PRICING AND AVAILABLE BUDGET FOR THE FIRE AND POLICE DEPARTMENTS, IN AN AMOUNT NOT TO EXCEED \$17,000.

Budget Impact:

4470.9470.5210.00	Sales Tax Capital Improvements																								
Account Number	Fund																								
14009.3100	14009 - Police Records Mgt System																								
Project Number	Project Title																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 30%; text-align: right;">\$ 1,324,569.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$ 1,300,602.42</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 23,966.58</td> </tr> <tr> <td>Does item have a cost?</td> <td style="text-align: center;">Yes</td> <td style="border-bottom: 1px solid black;">Item Cost</td> <td style="text-align: right;">\$ 80,556.50</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">Yes</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$ 80,557.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border: 1px solid black;">\$ 23,967.08</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$ 1,324,569.00			Funds Obligated	\$ 1,300,602.42			Current Balance	\$ 23,966.58	Does item have a cost?	Yes	Item Cost	\$ 80,556.50	Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 80,557.00			Remaining Budget	\$ 23,967.08	
Budgeted Item?	Yes	Current Budget	\$ 1,324,569.00																						
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Does item have a cost?	Yes	Item Cost	\$ 80,556.50																						
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 80,557.00																						
		Remaining Budget	\$ 23,967.08																						

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Information Technology Director *kum*
Brad Fulmer, Infrastructure Manager *BA*

DATE: August 25, 2015

SUBJECT: Resolution to approve the purchase of seventeen (17) Mobile Computer Systems for the Fire Department related to the Public Safety upgrade project.

RECOMMENDATION:

Staff recommends awarding Bid 15-50, Mobile Data Terminals to Future Link of Illinois, Inc. for an initial purchase of seventeen (17) mobile computer systems for use in Fire Department vehicles, in the amount of \$80,556.50, and to approve a budget adjustment. Staff also requests permission to purchase additional quantities from Bid 15-50, as needed through 12/31/2015, based on unit pricing and available budget for the Fire and Police Departments, in an amount not to exceed \$17,000.

BACKGROUND:

The Fire Department currently utilizes consumer grade mobile computer tablets in their Fire apparatus and command vehicles. Fire utilizes their mobile computer tablets to access our Computer Aided Dispatch (CAD), Records Management System (RMS), and our Automatic Vehicle Location (AVL) applications. As part of our proposed Public Safety System upgrade New World Systems has recommended that we upgrade our Fire mobile computers to a more robust product. Staff has reported an increase in problems related to their existing tablets, so this request will address current computer issues and adequately support our new Public Safety System. Staff is recommending the Datalux Tracer mobile computers system, purchased through Future Link of Illinois, Inc., since this is the same computer systems that the Police Department has used since 2014.

DISCUSSION:

The Police Department has been pleased with the performance and durability of the Datalux Tracer computers so staff is recommending the Fire Department purchase the same equipment. City staff developed bid specifications based upon the Police department mobile computers and advertised the bid on August 8. Bids were opened on August 25, with Future Link of Illinois, Inc. submitting the lowest bid that met bid specifications.

BUDGET/STAFF IMPACT:

The funds for this project are available in the 2015 Capital Improvements Plan (CIP) budget.

ATTACHMENTS:

Staff Review Form, Bid 15-50, Purchase Request, Budget Adjustment



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 15-50, Mobile Data Terminals
Tuesday, August 25, 2015, before 2:00 PM Local Time

Item	Description	Est. Qty	Future Link of Illinois, Inc.		GCM Computers, Inc. - Option 1		GCM Computers, Inc. - Option 2		Howard Technology Solutions	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobile Data Terminal	17 x	\$ 4,300.00 =	\$ 73,100.00	\$ 4,995.00 =	\$ 84,915.00	\$ 3,995.00 =	\$ 67,915.00	\$ 5,323.00 =	\$ 90,491.00
2	Backlit USB Keyboard	5 x	\$ 300.00 =	\$ 1,500.00	\$ 365.00 =	\$ 1,825.00	\$ 365.00 =	\$ 1,825.00	\$ 330.00 =	\$ 1,650.00
Total Base Bid				\$ 74,600.00		\$ 86,740.00		\$ 69,740.00		\$ 92,141.00
Notes / Bid Exceptions:			Manufacturer: Datalux T-5		Manufacturer: Data911, does not meet minimum specifications (2.7 GhZ or greater CPU)		Manufacturer: Data911, does not meet minimum specifications (2.7 GhZ or greater CPU). Terminals bid with 3 year warranty (5 year specified).		Manufacturer: Datalux TX205	

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

J. Rennie
Witness

8/25/15
Date



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-50, Mobile Data Terminals
DEADLINE: Tuesday, August 25 2015 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Saturday, August 8, 2015

INVITATION TO BID
Bid 15-50, Mobile Data Terminals

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Future Link of Illinois, Inc.

Contact Person: Marty Mingl Title: President

E-Mail: marty@futurelinkit.com Phone: 224-523-8000

Business Address: 164 E. Chicago St., Suite 300

City: Elgin State: IL Zip: 60120

Signature: [Handwritten Signature] Date: 8/20/15

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 60 calendar days from date of received Purchase Order.

F.O.B – City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Est Qty	Unit Price	Total Cost
1	Mobile Data Terminal	17 x	\$ <u>4,300.00</u> =	\$ <u>73,100.00</u>
2	Backlit USB Keyboard	5 x	\$ <u>300.00</u> =	\$ <u>300.00</u>

TOTAL BASE BID: \$ 73,400.00

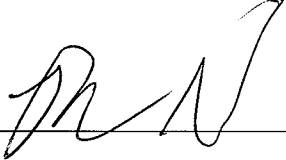
PLEASE SPECIFY FOR UNIT(S) BID:

ITEM #1: MANUFACTURER Datalux MODEL: T5

ITEM #2: MANUFACTURER Datalux MODEL: Cop-Keybd-3GT1

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder: 

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

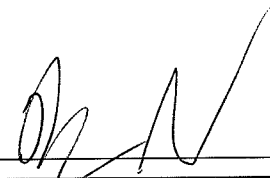
1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
 - a. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder:  _____

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Future Link

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Future Link of Illinois, Inc

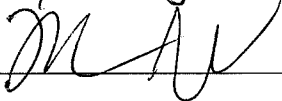
*BUSINESS ADDRESS: 164 E Chicago St, Suite 300

*CITY: Elgin *STATE: IL *ZIP: 60120

*PHONE: 224-523-8000 FAX: _____

*E-MAIL: marty@futurelinkit.com

*BY: (PRINTED NAME) Marty Mingl

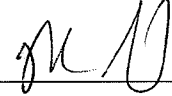
*AUTHORIZED SIGNATURE: 

*TITLE: President

*DUNS NUMBER: 845386601 CAGE NUMBER: _____

*TAX ID NUMBER: 75-3011041

Acknowledge Addendums:

Addendum No. 1 Dated: 8/19/15 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: _____

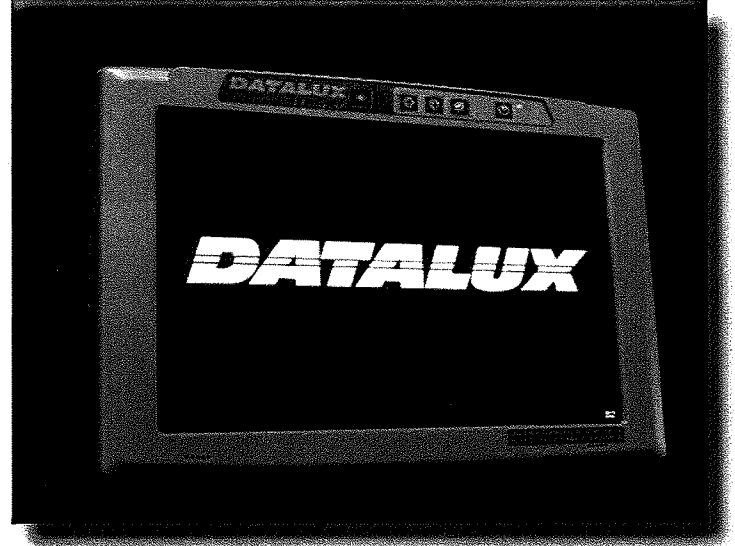
Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

DATA LUX

Mobile Computing Solutions

Tracer T5



Tracer T5 Features

- 5th generation **All-In-One** computer contains display and computer to take up less space in today's smaller vehicles.



- Sunlight readable 5 wire resistive Touch screen with LED backlighting
- Fully dimmable screen with front panel controls featuring **"Instant Off"**
- Removable shock mounted hard disk drive or optional Solid State drive
- High resolution display with full screen full motion video
- **DisplayPort**, convertible to HDMI, DVI-and Analog output for 2nd monitor

Universal Mount

- Positions display screen front and center to keep officer's attention forward and not off to side
- Swings open to access radio
- Viewable for driver and passenger
- **Does Not Restrict** passenger seat area



Keyboard Features

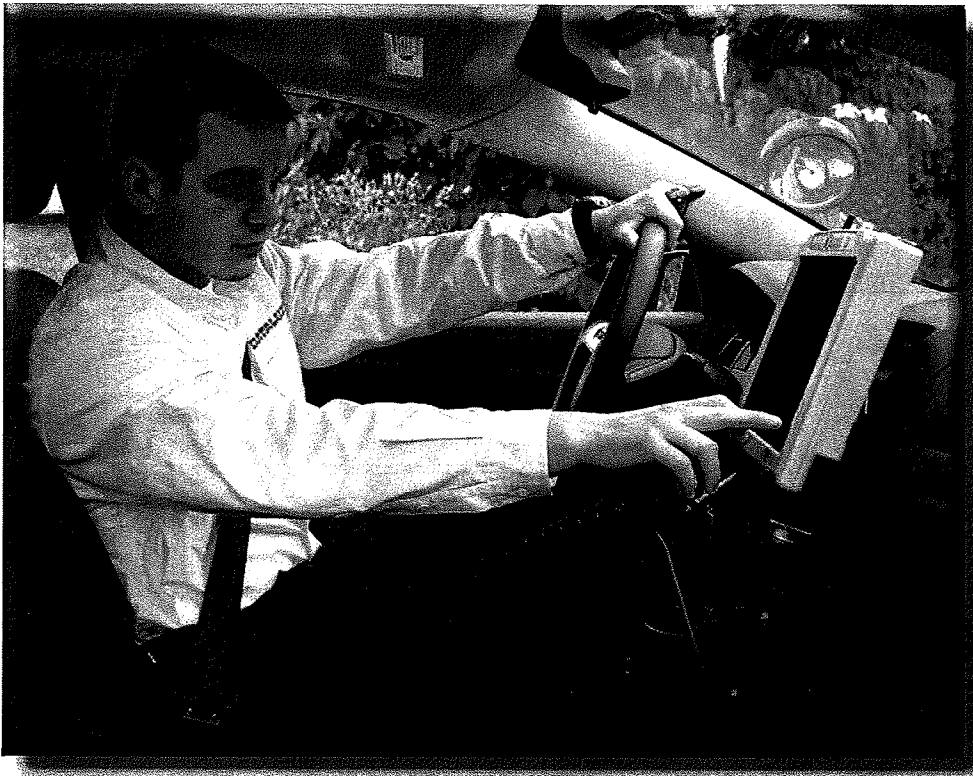
- **Tilts and swivels** for driver or passenger typing comfort
- Detached from monitor for flexibility when typing
- One hand removable
- Industry exclusive **Steering Wheel Mountable** construction



Options

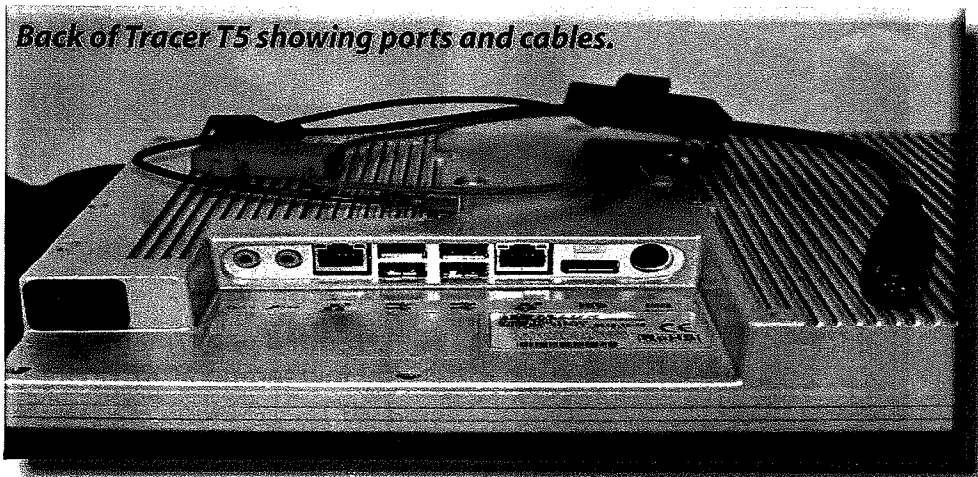
- Integrated 802.11 a/b/g/n WiFi
- Bluetooth V2.0
- Extended performance HDD for low temperature operation (-20°)
- Solid state drives available
- Integrated GPS

Designed and Built in the USA



The **Tracer T-5** is the 5th generation of Datalux's public safety proven mobile computers. The system features a second generation Intel® Core™ i5 or Core™ i7 processor, a space-saving all-in-one design and the industry's only steering wheel mounted keyboard. Designed to enhance mission capabilities, it provides the ergonomics and the processing power officers need in today's demanding mobile computing environments. The Tracer T-5 computer offers the speed for optimizing performance of peripheral equipment while maximizing the limited space available in today's fully equipped downsized police vehicles.

Back of Tracer T5 showing ports and cables.



Tracer T5 Technical Specifications

CPU: Intel® Core™ i5
(2.3GHz Clock, 2.9GHz Max)
or Core™ i7
(2.7GHz Clock, 3.4GHz Max)

SYSTEM MEMORY: 2GB
DDR3 DRAM standard,
upgradeable to 8GB

DATA STORAGE: 320 GB
minimum HDD (standard
duty), removable, Optional
severe duty 100 GB HDD or
240GB SSD

SOUND: Internal Stereo
Speakers, 8ohm, amplified
two configurable 1/8"
miniphone jacks

PORTS: Six USB, Type
A receptacles, USB 2.0
compliant, one serial,
RS-232, 9-pin mini-DIN,
one ExpressCard Socket

LAN: Two standard
10/100/1000 BaseT Ethernet,
RJ-45

PCI EXPANSION: Two PCI
express minicard slots, (cards
must be installed at factory)

VIDEO: Intel® HD Graphics
3000 up to 1.70 GB video
memory, DisplayPort output,
convertible to VGA, DVI or
HDMI (w/ adapters), Color
Active Matrix, 12.1" diagonal,
1024x768 XGA resolution

TOUCHSCREEN: 5-wire
resistive

OPERATING SYSTEM:
Microsoft® Windows® 7

DATALUX
Mobile Computing Solutions

Datalux Corporation
155 Aviation Drive, Winchester, VA 22602 USA • 800-DATALUX • 540-662-1500
www.datalux.com

STANDARD TERMS AND CONDITIONS AGREEMENT

Acceptance: Notwithstanding any inconsistent or additional terms, which may be contained in any purchase order or any of the buyer's other forms or documents, Datalux Corporation's customer acknowledgement as an acceptance is expressly conditioned upon buyer's agreement to the terms and conditions herein.

The terms and conditions, warranties, and provisions contained herein are applicable only to individuals and entities that have purchased directly from Datalux Corporation. If your Datalux product was purchased from someone other than Datalux such as a distributor or reseller/OEM, you should look to that company for the applicable terms and conditions, warranties, and other provisions.

1. INSPECTION OF PRODUCT UPON RECEIPT. Product must be examined immediately upon delivery, and if any packages are damaged or missing, Buyer must immediately give written notice to the carrier. In the event that any Product or a portion thereof is missing or defective, Buyer must notify Datalux Customer Support within thirty (30) days from the date of shipment of Product, otherwise the Products will be deemed to have been accepted by Buyer. Any notice of rejection must also specify the reason(s) why the product is being rejected.

2. PRICES; TAXES. The price of the Product is stated on the invoice that accompanies the Product. Prices and configurations are subject to change without notice or obligation. Unless otherwise specified in writing all prices are FOB point of origin. Prices do not include any existing or future taxes, tariffs, fees, duties, or customs charges applicable to the Product sold under this agreement. Buyer shall pay any sales, use, excise or similar tax attributable to the sale of the goods covered hereby, or shall provide Seller with tax exemption certificates acceptable to the taxing authorities. Prices also do not include freight, insurance and other expenses that are the responsibility of Buyer under this Agreement.

3. TERMS OF PAYMENT. Payment to Datalux shall be made in the currency invoiced (a) in immediately available funds; (b) by an irrevocable letter of credit issued or confirmed by a bank approved by Datalux and under terms and conditions acceptable to Datalux; (c) on their credit terms acceptable to Datalux. Letters of Credit shall permit transshipment, partial shipment and partial payment. All collection costs shall be borne by Buyer. Until payment has been received by Datalux, or satisfactory payment terms agreed to Datalux, Buyer's order shall not be scheduled for production of shipment, and Buyer's delay in arranging payment or payment terms will delay the shipment date.

4. INTEREST. Datalux reserves the right to charge interest on any overdue balance in respect to Product supplied by Datalux at such rates as may be fixed by Datalux from time to time, which shall not in any event exceed the maximum allowed by law.

5. TITLE, DELIVERY & TRANSPORTATION. All goods shipped are FOB point of origin. Risk of loss of all goods shall pass upon Seller's delivery of goods to carrier. Buyer shall pay all freight, handling, delivery, special packing and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at election of Datalux. All ship dates are approximate and Datalux shall not be liable to Buyer for failure to ship within a specified time.

6. COPYRIGHTS AND TRADEMARKS. Datalux Corporation is the sole and exclusive owner of the name "Datalux Corporation" including any abbreviations thereof and of any and all Datalux trademarks and trade names, trade logos and trade dress appearing on, affixed to or described in the Products (collectively the "Trademarks"). Buyer acquires no rights to the Trademarks hereunder.

7. SOFTWARE. Buyer acknowledges that the Products may include Datalux or third party software products (the "Programs"). Buyer agrees to comply with the terms and conditions of any applicable end-user license agreements, and in all cases where Programs have been pre-loaded on the Products. Buyer accepts the terms and conditions of the end-user license agreements by turning the system on.

8. GOVERNING LAW AND LANGUAGE. The laws of the State of Virginia shall govern this Agreement without giving effect to the conflict of laws, rules thereof. The United Nations Convention on Contracts for International Sale of Goods shall not apply to this Agreement in any respect. This Agreement is in the English language only, which shall be controlling in all respects.

9. APPLICABLE FORUM. Any claim action arising hereunder shall be brought solely and exclusively in a court of competent jurisdiction located in the Commonwealth of Virginia. The parties hereto waive all objections and defenses to the jurisdiction and venue of such courts, including but not limited to *forum non conveniens*.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Buyer shall at all times comply with all applicable laws, rules and regulations of the United States and of the Territory. In particular, Buyer agrees to comply with export laws and regulations of the Governments of the United States and the Territory, and to obtain any licenses required for export or re-export. Buyer agrees (i) not to re-export any Products, including Programs, or any direct products thereof without first obtaining Datalux approval and, if required, the permission of the U.S. Department of Commerce or State, either in writing or as provided by an applicable regulation and (ii) not to transact business with any person or firm identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive any U.S. product.

11. LIMITATION OF LIABILITY. Any liability of Datalux under this Agreement is expressly limited to the price paid by Buyer for the Products that are the subject of a dispute or controversy. Buyer's sole remedy against Datalux in any dispute or controversy concerning this Agreement shall be to seek recovery of the foregoing amount, upon the payment of which Datalux shall be released from and discharged of all further obligations and liability to Buyer. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. FORCE MAJEURE. Datalux shall not be responsible for any failure to perform due to causes beyond its control, including and without limitation fires; floods; earthquake; explosions; accidents; acts of public enemy; wars; rebellions; insurrections; sabotage; epidemics; quarantine restrictions; labor disputes; labor shortages; transportation embargoes or failures or delays in transportation; inability to secure raw materials or machinery for the manufacture of its products; acts of God; acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses) and judicial actions.

13. GENERAL PROVISIONS. This Agreement may not be assigned by Buyer without the prior written consent of Datalux. If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of any other provision and of the entire Agreement shall not be affected thereby. The parties shall negotiate in good faith to replace any such invalid or illegal provision with a valid and legal substitute provision that is as similar to the original as possible. No modification of this Agreement shall be binding upon the parties hereto, or either of them, unless such modification shall be in writing and signed by a duly authorized representative of both parties. The relationship between Datalux and Buyer under this Agreement is that of seller and buyer. Buyer shall be deemed at all times to be an independent contractor and nothing contained herein shall be deemed to create the relationship of employer and employee, franchisee, master or servant, partnership, joint venture or similar relationship between the parties hereto. As an independent contractor, Buyer shall not have any right or authority to create any obligation of any kind, express or implied, in the name of or on account of Datalux or to hold itself out as an authorized distributor of Datalux.

14. WARRANTIES; DISCLAIMER OF WARRANTIES. *The following warranties for the products are in lieu of all other conditions or warranties, whether express, implied or statutory, including but not limited to any implied conditions or warranties of merchantability or fitness for a particular purpose and of any other condition or warranty obligation on the part of Datalux or its licensors, which are hereby disclaimed.*

Limited Warranty

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty."

New Products carry the following limited warranty term, which begins when the product is shipped from Datalux:

- TRACER all-in-one computer, TRACER keyboard and Datalux mounting systems – Three (3) years
- IPIX all-in-one computer systems (purchased after March 1, 2007) - Three (3) years
- PowerPack sealed lead acid battery systems - One (1) Year
- VideoDataBrick and Databrick Computer Systems - One (1) Year
- LCD Monitors - One (1) Year
- Space Saver Keyboards - One (1) Year
- Batteries (internal) for any product – One (1) year for new product; Ninety (90) days for replacements.

Warranties on computer systems (TRACER, IPIX, VideoDataBrick and DataBrick Computers) includes standard internal options and upgrades (e.g., memory, hard drives, touch screens, wireless cards).

Limited Extended Warranty

Datalux may offer an extended warranty for purchase for specific products, usages, and under specific terms. Datalux provides an extended warranty for specific products as negotiated by Datalux or authorized Datalux representative. In some instances an extended warranty may be purchased under these terms and conditions:

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty or Limited Extended Warranty."

The cost, terms and conditions of sale for extended warranty purchases are determined by the sales representative or other authorized Datalux representative. Extended warranty terms must be negotiated prior to ordering/receiving the products, which will be covered by the warranty, and the covered product must be identified by serial number. Extended warranties are not offered after the product has shipped from Datalux.

What is NOT covered by the Limited Warranty or Limited Extended Warranty?

The following are specifically excluded and not covered by the Datalux Limited Warranty or Extended Warranty:

- Product purchased from anyone other than Datalux or an authorized Datalux reseller.
- Software products other than those which are clearly marked by Datalux
- Routine cleaning, or normal cosmetic and/or mechanical wear
- Damage from misuse, abuse or neglect
- Damage from use outside the product's usage or storage parameters
- Damage from use of parts not manufactured or sold by Datalux
- Damage from modification or incorporation into other products
- Damage from repair or replacement of warranted parts other than by Datalux
- Damage to or loss of any programs, data or removable storage media
- Damage as a result of improper installation
- Third party products purchased through or outside of Datalux
- Some Datalux products include wireless network client devices. These products are provided by other manufacturers and typically adhere to various wireless network standards (e.g., IEEE 802.11a/b/g) as documented in the Product specifications. Some wireless networks utilize modifications to these standards that may require vendor-specific products for compatibility. It is the responsibility of the Buyer to verify that the wireless client will be compatible with the Buyer's wireless network and Datalux cannot in any way guarantee this compatibility.

Out of Warranty Service

Products that fail after the warranty period will continue to be serviced by Datalux Customer Support on a best-effort basis at the expense of the customer. Older products will continue to be repaired for as long as components are available and as long as it is practically reasonable to perform repairs.

Before returning any out-of-warranty product for repair, contact Datalux Customer Support at (888) 811-0605, 800-DATALUX or (540) 662-1500 for current labor rates and fees and to obtain a Return Material Authorization (RMA) number. Diagnostic fees and estimated repair costs are quoted on an individual basis for each product. Depending on the circumstances, rush service for a premium may be available.

For products not purchased directly from Datalux, contact your Datalux reseller. For authorized international distributors and service centers, please see the latest information on the Datalux website (www.datalux.com).

Customer Service and Technical Support

There are several ways to get help should a problem arise with your Datalux product. Most problems can be solved by visiting the Technical Support section on our website, www.datalux.com, or by phone. For products not purchased directly from Datalux, the customer is recommended to first call their reseller or distributor.

1. **TROUBLESHOOTING BY TELEPHONE.** Technical problems handled over the phone by calling 1-888-811-0605. Our normal business hours are from 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding holidays. Under normal circumstances, Datalux customers will not be relegated to voice mail during business hours. Voice mail requests made after hours will be answered within two (2) hours after the start of the next business day in the time zone from which the request came. There is no charge for telephone product support.
2. **TROUBLESHOOTING FROM THE DATALUX WEBSITE.** The Datalux website provides information that may be useful in resolving technical problems. www.datalux.com can be used for the most up-to-date service contact information, downloads and instructions, and an online form for requesting RMAs.
3. **TROUBLESHOOTING BY EMAIL.** Technical problems can be addressed by email by forwarding your question to support@datalux.com. To receive an RMA number, please send an inquiry to rma@datalux.com. The Datalux Customer Service will make every effort to respond within one (1) business day.

Returning a Product to Datalux

Datalux wishes to serve you with the most efficient and thorough repair services possible. In order to do this we must request that you follow these few simple guidelines when returning equipment under warranty, for repair or when returning demonstration/evaluation equipment:

If your Datalux product was purchased from a distributor or reseller/OEM, first call the company which sold the product to you. Repairs will be handled through this second party unless special arrangements have been established. If you purchased the product directly from Datalux, request an RMA (Return Materials Authorization) using one of these methods:

- 1) Online RMA request form at www.datalux.com (recommended);
- 2) Fax an RMA request to (540) 723-4602, using a Datalux RMA request form available upon request;
- 3) Email to rma@datalux.com including all fields listed on the Datalux RMA request form;
- 4) Call (888) 811-0605 or (540) 662-1500 for RMA requests if web or fax access is unavailable.

Information needed for an RMA: model and serial number, contact info, return address, problem statement.

If you call or email to request an RMA, an RMA form will be faxed or emailed to you. The form should be completed and faxed to (540) 723-4602 or emailed to rma@datalux.com.

- Datalux will assign an RMA number to your request and provide the RMA number by email or fax. The RMA number is only good for the serial numbered items on the request.
- Keep your RMA request copy. You will need the RMA number to check the status of your repair.
- Mark the outside of your package with the RMA number. Returns without RMA numbers may be subject to delayed service. Please address each box accordingly:

Datalux Corporation
RMA# _____, Box ___ of ___
155 Aviation Drive
Winchester, VA 22602

Use original shipping materials, designed specifically for Datalux products, when returning your merchandise. If these are not available, Datalux can provide these for you at a reasonable charge to cover the box, packing material and shipping. Protect your investment and pack the product very carefully, making sure that it will not be damaged during shipment. Contact your local shipper regarding insurance coverage. Datalux recommends insuring your shipment as Datalux is not responsible for damage of received goods during shipping.

In order to ensure that your product is properly serviced and promptly returned:

- Make certain that the product is clearly identified with the RMA number on both the label and packaging.
- Check that the product model and serial number match those on the assigned RMA.
- Do not include additional Products with your RMA. Contact Datalux before returning additional products.

Parts may not be available for older products and such products will be returned to the customer without being repaired. Equipment not covered under warranty will be returned after 90 days if quoted repair costs are not approved by the customer. When equipment is returned without being repaired, a minimum labor charge to cover diagnosis and shipping may still apply.

Fayetteville Bid 15-5 Notations

The anticipated days until delivery is 30 days or less after receipt of order.

Specification Deviation #1 of 2:

Specification: “Standard Serial Port”

Fact: The Datalux Tracer Model T5 does not have a ‘Standard Serial Port’. Instead, it is manufactured with an RS232 9 Pin Mini DIN Circular Port.

Resolution: In order to comply with the City’s specification this response includes a Circular Micro D to DB9 Serial Adapter

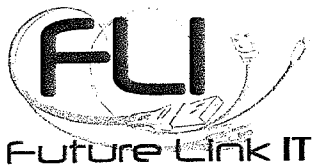
Specification Deviation #2 of 2:

Specification: “Warranty shall begin on the date items are accepted by the City”

Fact: The manufacturer’s five year warranty begins on the date the unit is shipped.

Resolution: In order to comply with the City’s specifications Future Link will extend the warranty (at no additional cost) from 1,826 days to 1,833 days thus allowing the City ample time to confirm that the product meets the designated requirements and authorize “acceptance”.

WARRANTY: In order to comply with the “shipping to and from the City” specification Future Link will provide a PRE-PAID warranty repair shipping label upon receipt from the City of a copy of the “RMA Request Reply” issued by the manufacturer.



Future Link	PREPARED FOR:
164 East Chicago St., Elgin, IL 60120	City of Fayetteville Arkansas
Office: (224) 523-8000	Bid 15-50 Mobile Data Terminals
Fax: (224) 523-8058	
Prepared By Marty Mingi	
Marty@FutureLinkIT.com	
www.FutureLinkIT.com	This pricing remains valid through December 31, 2015

TERMS & CONDITIONS	SHIP TO:
<ul style="list-style-type: none"> Standard Terms are "Net 30" pending credit approval Standard shipper is FedEx Ground 	City of Fayetteville Information Technology Department 113 W Mountain St Fayetteville, AR 72701

Ship Via	Future Link FEIN	Terms	F.O.B.	Date Prepared
FedEx Ground	75-3011041	T B D	Origin	August 20, 2015

Qty	Item	Description	Unit Price	Total Price
17	TRACER TX-205 / T5 SSD	12.1" LCD Monitor and Integrated Mobile Public Safety Data System, 2nd Generation Intel® Core™ i7 Processor, 2.7 Ghz to 3.4 GHz, 3-Mbyte Intel® Smart Cache, 128GB SATA Removable Solid State Drive, 8GB DDR3 System Memory, Express Card Socket, Internal 8 ohm Amplified Stereo Speakers, Two Configurable 1/8" Miniphone Jacks, RS232 9-Pin Mini DIN Serial Port with Adapter, 5 USB Type A receptacles 2.0 Compliant Ports, Video DisplayPort Output Convertible To VGA-DVI-HDMI (with adapters), Two 10/100/1000 Intel Gigabit RJ-45 (with WOL) Ethernet Ports, Two PCI Express Minicard Slots (cards must be installed at factory), Color Active Matrix 1024X768 XGA Resolution, 5-WireResistive Dimmable Touchscreen, Windows® 7 Professional Operating System (64bit). Five years plus 7 days warranty.	\$4,300.00	\$73,100.00
1	COP-KEYBD-3GT1	Clip-On USB Backlit Keyboard With Glidepoint Trackpad.	\$300.00	\$300.00
		Total	\$4,600.00	\$73,400.00

City of Fayetteville
Bid 15-50, Mobile Data Terminals
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 60 calendar days from date of received Purchase Order.

F.O.B – City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701

ALL QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE

Item	Description	Est Qty	Unit Price	Total Cost
1	Mobile Data Terminal	17	x \$ <u>4300.00</u>	= <u>\$73,100.00</u>

TOTAL BASE BID: \$73,100.00

PLEASE SPECIFY FOR UNIT(S) BID:

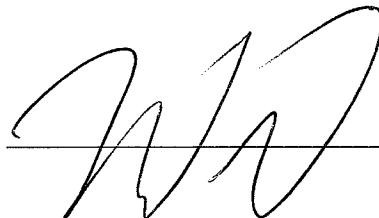
MANUFACTURER Datalux

MODEL: Tracer T-5 / TX205

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder: _____



EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

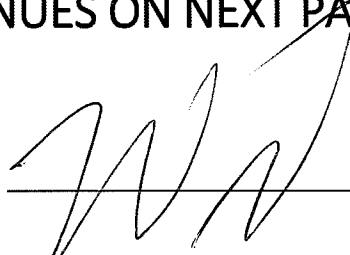
 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
 - a. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

THIS BID FORM CONTINUES ON NEXT PAGE

Bidder: _____



Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Future Link

*D/B/A or Corporation Name Future Link of Illinois, Inc. *Purchase Order/Payments shall be issued to this name*

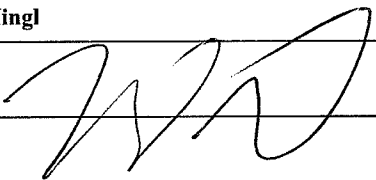
*BUSINESS ADDRESS: 164 E. Chicago St., Suite 300

*CITY: Elgin *STATE: IL *ZIP: 60120

*PHONE: 224-523-8000 FAX: _____

*E-MAIL: marty@futurelinkit.com

*BY: (PRINTED NAME) Marty Mingl

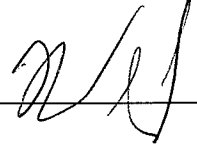
*AUTHORIZED SIGNATURE: 

*TITLE: President

*DUNS NUMBER: 845386601 CAGE NUMBER: _____

*TAX ID NUMBER: 75-3011041

Acknowledge Addendums:

Addendum No. 1 Dated: 8/19/15 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 15-50, Mobile Data Terminals
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.

- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren Rennie, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies,

departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. **COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately

notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization

that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. **OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall not be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville. **30 Days**
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense

as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren Rennie immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren Rennie, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:** Enclosed Detailed Specifications

1. GENERAL

- 1.1 Vendor shall complete and include this section with bid submittal. In the event the bid line specification item meets the specification provided, bidder shall indicate with a check mark, writing in "yes" or other mark clearly indicating the item bid meets the individual specification. In the event the item bid does NOT meet the specification, bidder shall write in "no" or leave the item blank, indicating the item bid does not meet the specification. Bidders shall not be allowed to indicate if a specification is intended to be met after the deadline has passed. The City of Fayetteville shall not accept other literature for bid specification interpretation.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to *minimums*, unless otherwise noted.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax shall apply to this project but will not be considered for bid evaluation.
- 1.5 Award evaluation: Bids shall be evaluated and awarded all or none.

2. SPECIFICATIONS:

- 2.1 Units(s) bid shall be new and of the latest standard production model as offered for commercial trade.
 - a. YES Datalux Tracer T-5
 - b. YES Pricing shall remain valid through December 31, 2015. The City intends on purchasing all 17 units in a single order. The City desires to purchase additional items on an as needed basis through December 31, 2015.

3. ITEM 1 – MOBILE DATA TERMINAL:

- 3.1 CPU
 - a. YES Intel Core i7 mobile processor
 - b. YES 2.7 GhZ or greater CPU
- 3.2 RAM
 - a. YES 8 GB DRAM
- 3.3 INTERNAL STORAGE
 - a. Yes 128 GB Solid State Hard Disk
- 3.4 OPERATING SYSTEM
 - a. Yes Microsoft Windows 7 Professional

3.5 ACCESORIES

a. Yes Power Connector Harness

3.6 INTERFACES

a. Yes 10/100/1000 Ethernet with WOL (Wake on LAN) support

b. Yes Standard Serial Port *see deviation #1*

4. WARRANTY

4.1 Five (5) Year Warranty of Manufacturer's Standard Warranty, whichever is greater.

4.2 Warranty shall include all parts and labor for the entire extent of the warranty.

4.3 Warranty shall begin on the date items are accepted by the City.

4.4 Warranty shall include shipping to and from the City for the entire warranty period.

5. DELIVERY/DOCUMENTATION

5.1 All units shall be delivered FOB to the City of Fayetteville, Information Technology Department, 113 W Mountain St, Fayetteville, AR 72701 for compliance review and final acceptance. Delivery shall not constitute acceptance.

5.2 Deliver shall include the following documents as a minimum

a. Yes Microsoft COA (Certificate of Authenticity) sticker for Windows 7 Professional or equal

Bid 15-50, Addendum 1



Date: Wednesday, August 19, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-50, Mobile Data Terminals

1. The bid form for this bid has been revised and is included with this addendum. All bidders shall use the enclosed revised bid form.
2. Item 2, "Backlit USB Keyboard" has been added to the enclosed bid form with the following specification:
 - a. Backlit USB Keyboard with integrated touchpad
 - b. Model COP-KEYBD-3GTI or equal
 - c. The City intends to purchase 1 with the order of the 17 mobile data terminals. Pricing shall remain valid through December 31, 2015 as the City intends to purchase an additional 4 units.
3. The City acknowledges the request of a standard serial port. Pricing shall not include any extra adapter cable.
4. These units will be mounted within Ford F-250, Chevy Tahoe, and various Fire apparatus.
5. Bid pricing shall not include any installation services.

This Addendum No. 1 consists of four pages of written documentation, inclusive of a revised bid form. Except as amended by this addendum, the requirements of the project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:	Date: 8/27/2015
P.O Number:	

Vendor #: 18094	Vendor Name: Future Link of Illinois Inc	Mail <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Legistar#: 2015-0358
Address: 25W658 St Charles Road		FOB Point:	Expected Delivery Date:
City: Carol Stream	State: IL	Zip Code: 60188 Ship to code:	
Requester: Brad Fulmer		Requester's Employee #: 2273	Extension: 8217

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Datalux Mobile Units	17	EA	4,300.00	\$73,100.00	4470.9470.5210.00	14009.3100		
2	Backlit USB Keyboard	1	EA	300.00	\$300.00	4470.9470.5210.00	14009.3100		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: Bid 15-50	Subtotal: <u> \$73,400.00</u> Tax: <u> \$7,156.50</u> Total: <u> \$80,556.50</u>
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Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____