

CITY OF ATWATER
REQUEST FOR PROPOSAL:

**PURCHASE AND INSTALLATION OF TWO (2) EMERGENCY
COMMUNICATIONS CONSOLE FURNITURE WORKSTATIONS FOR
THE ATWATER POLICE DEPARTMENT**

REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that sealed Request for Proposals will be received at Atwater City Hall until **2:00 PM** local time, on **Thursday, May 18th, 2023** at which time they will be publicly opened and read for the furnishing and delivering of 2 Emergency Communication Console Furniture Workstations for the Atwater Police Department. Please carefully read and follow the instructions. **Request for Proposals shall be presented under sealed cover. Clearly marked Two (2) Emergency Communications Console Furniture Workstations, RFP” and Request for Proposal submittal deadline date on the outside and mailed or delivered to:**

City of Atwater
City Clerk’s Office
1160 Fifth Street
Atwater, California

Contact: Michael Salvador, Chief of Police
Phone: 209-357-6298
Fax: 209-358-5256
[E-Mail: msalvador@atwater.org](mailto:msalvador@atwater.org)

Any bidder who wishes their Request for Proposal to be considered is responsible for making certain that their proposal is received by the City Clerk’s office by the Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE REQUEST FOR PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED. REQUEST FOR PROPOSALS RECEIVED AFTER THE REQUEST FOR PROPOSAL SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

REQUEST FOR PROPOSAL SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, MAY 18th, 2023

REQUEST FOR PROPOSALS WILL BE CONSIDERED LATE WHEN THE CITY CLERK’S OFFICIAL TIME CLOCK READS 2:00 P.M.

/s/ Kory Billings

Kory Billings
City Clerk

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SECTION 1 TECHNICAL SPECIFICATIONS

PURCHASE AND INSTALLATION OF TWO (2) EMERGENCY COMMUNICATIONS CONSOLE FURNITURE WORKSTATIONS

The City of Atwater is soliciting Request for Proposals, from qualified vendors, to replace its current emergency communications console furniture workstations.

The following specifications will be considered as minimum.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and can supply the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must INCLUDE all the specifications and options that are initialed or offered by the bidder.

Specifications:

Public Safety/911 Emergency Communication Centers have unique challenges and demands; conventional office furniture does not provide an acceptable level of function, technology integration, user ergonomics features, nor durability. When specifying furniture for an Emergency Communications Center, it is important to recognize that furniture should meet minimum requirements to support key performance requirements:

- Consoles are utilized 24 hours per day/ 7 days per week by different employees with different physical sizes and needs; this is more than five times the average use and wear of conventional office furniture annually.
- Consoles must house and power extensive technology support including multiple monitors - in-line, stacked and/or combined with large-format screens models.
- Console furniture must provide additional storage for ancillary rack mount electronics.
- Consoles must provide no less than 10 years of 24/7 use which is required for the expected 80,000 hours of use over the course of a console's lifetime.

Conventional office furniture systems will not be considered for emergency communications center applications. The following categories have been identified for critical compliance and should be met by Dispatch Console furniture manufacturers and providers.

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Additive items from the base Request for Proposal and separately from each other, The City of Atwater may at its discretion elect to purchase any or none of the following items.

Stability – Function	Main Body Electrical Requirements	Monitor Viewing Support
Support Adjustments	Partitions and screens	Technology Equipment Enclosures

Personal Base Storage	Personal Stacking Storage	Stacking Pallets
Cable Management Rail	Materials	General Electrical Requirements
Wire and Cable Management	Environmental Control System	Supplemental Task Lighting
Experience & References	Space Planning & Console Specifics	Comprehensive Warranty, Service & Maintenance Agreement
Lead Time & Installation Rigor	Documented Product Certifications	

Consoles should be designed and manufactured to meet the following industry standard, and third party tested, guidelines for safety, strength, durability, and a healthy workplace:

- SCS Global Services Indoor Air Advantage Gold SCS-ECI0.3-2014 v3.0 certified for protecting indoor air quality by minimizing volatile organic compound chemical off gassing through design engineering and materials selection. Any deviation from the specification MUST be submitted in writing.
- CARB (California Air Resources Board) compliant for reduction of formaldehyde emissions, identified as an airborne toxin. Any deviation from the specification MUST be submitted in writing.
- Textiles compliance with CA TB 117 (California Technical Bulletin) Flammability Standard Requirements for Upholstered Furniture products. Any deviation from the specification MUST be submitted in writing.

A "Scope of Deviations" statement must be provided with the proposal that references, by number, the following functional specification requirements along with a detailed explanation of the bidder's "compliance," "partial compliance," or "alternative method proposed." The absence of a "Scope of Deviations" statement may cause the Request for Proposal response to be rejected as non-responsive.

1. Stability- Function

- 1.1. The console furniture is designed specifically for 24/7 operations in an emergency communications center environment.
- 1.2. The console furniture is modular in design so as to be easily reconfigured and upgraded.
- 1.3. Technology storage and personal storage units stand free from the main console body so they can be field removed or replaced without deconstruction on the console unit.
- 1.4. Sit-to-stand legs are bolted into the console undercarriage and to the underside of the input support surface creating maximum proportional stability; free-standing leg and feet systems will not be acceptable.
- 1.5. There are no obstructions side-to-side obstructions within the console footprint that will inhibit movement by the user, a critical component in order to provide on-going training of users and technology. Knee space must span a minimum of 70% of the console's overall width.

1.6. Horizontal work surfaces must be strong and rigid and able to meet all required standards for furniture construction as outlined by ANSI/BIFMA XS.5-2008, Desk Products

Does your console solution fully comply with the above specifications for general stability and function? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

2. Input Support Surface

- 2.1. The input support surface must lower to at least 22" from the floor.
- 2.2. The input support surface must raise to 48" above the floor to accommodate the 99th percentile standing male per ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.4.3.
- 2.3. The height-adjustability must be engineered so as to provide infinite adjustment throughout the entire adjustment range, a critical function to meet ergonomic standards and reduce repetitive strain injuries and carpal tunnel syndrome.
- 2.4. The input support surface must be a level platform that is wide enough to accommodate multiple input including keyboards, mice, and writing surface.
- 2.5. The input support surface must have enough surface area to accommodate input devices within a primary and a secondary work zone and to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.1 standards.
- 2.6. The input support surface must allow the user to maintain elbow angles between 70 and 135 degrees to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.1.1 standards.
- 2.7. The electronic adjustment must be independent of the monitor support; other adjustment methods will be deemed unacceptable.
- 2.8. The electronic adjustment to be controlled through a digital read-out to ensure precise user-preferred replication.
- 2.9. The electronic adjustment controls must be mounted in a location that meets ADA standards for accessibility.
- 2.10. Top mounted adjustment controls do not meet ADA requirements for accessibility and will be deemed not acceptable.
- 2.11. Adjustment controls shall have an option for a Wellness function to track standing usage and encourage users to use the adjustment controls to change posture throughout their shift.
- 2.12. The input support surface must adjust simultaneously with the monitor support in order to retain relative positioning between both surfaces when changing from sitting to standing. This promotes ergonomic alignment and a timely and controlled shift from sitting to standing work postures.

- 2.13. The input support surface must have a static load capacity of 1200 lbs. and an equipment load capacity of 500 lbs. to accommodate multiple models and quantities of various input devices.
- 2.14. Lifting columns for the input surface should be integrated into the storage cavities for increased stability; leg set bases should not be exposed.
- 2.15. The input support surface legs must have integrated anti-collision software to promote user safety, detect obstacles and prevent damage to console or equipment.
- 2.16. A minimum safety clearance of 1.25" shall be required between all moving surfaces. ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.2.
- 2.17. The position of the input support surface relative to the lifting legs and ancillary enclosures needs to be positioned so as to provide unobstructed knee clearance for users in the seated operating position and in accordance with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.1.
- 2.18. The input support surface should be controlled through the use of 24 VDC motors.
- 2.19. There should be surface-mounted, user-configurable, user-accessible voice and data connections (RJ12, RJ45 USB, 3.5mm Audio) available and accessible from the front of the console.
- 2.20. All moveable components of the console's input support surface and lifting mechanisms shall be designed and tested to at least 40,000 cycle full range adjustments.

Does your console solution fully comply with the above specifications for Input Support Surface? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

3. Monitor Viewing Support

- 3.1. The console design must include adjustment of monitors so that the gaze angle to the center of the screen ranges between 15° and 20° below horizontal eye level per ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.3.
- 3.2. The console design must accommodate use of up to (5) 24" widescreen LCD flat panel monitors on a single tier, and up to (10) 24" widescreen LCD flat panel monitors in a stacked configuration and provide independent angle and tilt adjustment for each monitor.
- 3.3. The monitor mounting array should allow for focal depth adjustment height articulation of each independent monitor.

Does your console solution fully comply with the above specifications for Monitor Viewing Support? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

4. Support Adjustments

- 4.1. All mechanical and powered support adjustment mechanisms shall operate at a speed approximately 1" per second.
- 4.2. Input surface support adjustment mechanisms to be controlled through a digital read-out to ensure precise replication for individual users who share a single console workstation.
- 4.3. All mechanical and powered support adjustment controls must be mounted in a location that meets ADA standards for accessibility; top mounted adjustment controls will be deemed unacceptable.
- 4.4. All mechanical and powered support adjustment mechanisms including "lifting systems" must operate quietly with a maximum sound level of 50db.

Does your console solution fully comply with the above specifications for Support Adjustments? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

5. Partition Screens

- 5.1. Partition and screen frame components must be constructed of 14 gauge cold rolled steel for maximum strength and durability.
- 5.2. All steel frame components must be bolted together in a minimum of four places to ensure maximum strength and durability.
- 5.3. All steel components must be powder coated for lasting durability; enamel paint is not sufficiently durable and will not be acceptable.
- 5.4. All external-facing screen components must be available in abrasion resistant fabric covering.
- 5.5. Internal screen components, including tack able core surfaces, must be fabricated with materials that contain a minimum of 85% recycled content.
- 5.6. The partitions and screens must be integrated into the main body of the furniture; freestanding panels will be deemed unacceptable.
- 5.7. The screen/partition system must sit within the console body's footprint so as to not reduce available open floorspace.
- 5.8. All screen and partition fasteners must be completely concealed.
- 5.9. All screen and partition fasteners must be field replaceable.
- 5.10. All side and back facing screen and partitions must be available in 42", 48", 54" and 60" heights; 36" return screens should also be available.
- 5.11. All screen and partitions must be available with a shatter proof 12" acrylic upper section to help maintain sightlines.

Does your console solution fully comply with the above specifications for Partition Screens? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

6. Equipment Enclosures - Console Technology Storage

- 6.1. Console technology storage enclosures must be accessible from both the front and the rear.
- 6.2. Console technology storage enclosures must not attach directly to the primary work surface.
- 6.3. Console technology storage enclosures must be available in 24" and 30" heights.
- 6.4. Console technology storage enclosures must be available in 30", 42" and 50" widths.
- 6.5. Console technology storage enclosures must be available in a 24" depth.
- 6.6. Enclosures must be engineered to support stacking storage components atop the units to allow for additional technology storage or personal storage without taking up added floor space.
- 6.7. Console technology storage enclosure rear access doors must offer cooling by a minimum of 2 each 50 CFM axial cooling fans.
- 6.8. Console technology storage enclosure front access doors must utilize a vented plenum system to draw cool air into the enclosure.
- 6.9. All console technology storage enclosure must have an active cooling system to ensure that cabinets are kept at the optimum temperature for peak technology performance.
- 6.10. Console technology storage enclosures must have horizontal cable management systems.

Does your console solution fully comply with the above specifications for Equipment Enclosures? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

7. Cable Management

- 7.1. Cable pathways must be easy for the tech to access from the front of the console. Consoles which require rear access will not be considered.
- 7.2. Monitor and keyboard cables must have separate pathways from the computer to the end point.

- 7.3. Cable entry path from computer cabinet to the consoles must have opening large enough for all cables and a hand to fit through. Minimum of 2.5" in height by 10" wide.
- 7.4. Cable bridge shall support cables from cabinet to console. Must have separate pathways for low voltage and high voltage.
- 7.5. Cabling shall be guided through a 3rd energy chain from the back of the monitor to the focal depth platform to keep cables organized during focal depth adjustments.
- 7.6. Cabling should be guided from CPU cabinet or panel enclosure to the monitor surface of the adjustable table in an energy chain with easy flip-up cable channel access.
- 7.7. Keyboard cabling shall be guided from the cable bridge through energy chain to keyboard surface.
- 7.8. "J" Channel under the monitor surface shall have enough internal room to hold all the cables and any power transformers. "J" channel around back of monitor surface aligned with grommets for management of cables/transformers and cable connections.
- 7.9. Supplier shall provide premium quality extension cables as required to connect monitor, keyboards, keyboard mice, and all devices.

Does your console solution fully comply with the above specifications for Cable Management? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

8. Enclosures - Personal Base Storage

- 8.1. Personal base storage enclosures must be available in 24" and 30" heights.
- 8.2. Personal base storage enclosures must be available in 30", 42" and 50" widths.
- 8.3. Personal base storage enclosures must have optional filing storage sized at 20" wide.
- 8.4. Personal base storage enclosures must be available in a 24" depth.
- 8.5. Personal base storage enclosures must be available in single and dual sided configurations.
- 8.6. Personal base storage enclosures must be available in combinations including open-drawer-door, open bookcase, and closed-door configurations.
- 8.7. Enclosures must be engineered to support stacking storage components atop the units to allow for additional personal storage without taking up added floor space.

Does your console solution fully comply with the above specifications for Enclosures - Personal Base Storage? yes_____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

9. Enclosures - Personal Stacking Storage

- 9.1. Personal stacking storage enclosures must be available in 18", 24" and 30" to correspond with the heights of the partition screens.
- 9.2. Personal stacking storage enclosures must be available in 20", 30", 42" and 50" widths.
- 9.3. Personal stacking storage enclosures must be available in a 24" depth.
- 9.4. Personal stacking storage enclosures must be available in single and dual sided configurations.
- 9.5. Personal stacking storage enclosures must be available in combinations including open-drawer-door, open bookcase, and closed-door configurations.

Does your console solution fully comply with the above specifications for Personal Stacking Storage? yes_____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

10. Enclosures -Stacking Pallets

- 10.1. Stacking pallet enclosures must be available in an 8" height.
- 10.2. Stacking pallet enclosures must be available in 20", 30", 42" and 50" widths.
- 10.3. Stacking pallet enclosures must be available in a 24" depth.
- 10.4. Stacking pallet enclosures must be cable ready to allow the placement of electrical components.
- 10.5. Stacking pallet enclosures must include at least one grommet pass through and at least one monitor support mounting location.

Does your console solution fully comply with the above specifications for Enclosures -Stacking Pallets? yes_____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

11. Materials

11.1. Storage Enclosures

- 11.1.1. Wood parts should be constructed of 42 lb. density particle board with THERMALLY FUSED MELAMINE (THERMALLY FUSED LAMINATE) on both sides.
- 11.1.2. Steel parts should be manufactured from 14 gauge cold rolled steel for maximum strength and durability.

11.2. Surfaces

- 11.2.1. All monitor and input surfaces should be 42 lb. density, 11/8" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.

11.3. Edge Material

- 11.3.1. All storage enclosures, including fixed or mobile pedestals, must have edges finished with 1.5mm thick thermoplastic polypropylene extrusion with self-healing properties for maximum durability.
- 11.3.2. All input support surfaces must use a 3mm thick thermoplastic polypropylene extrusion edging with self-healing properties for maximum durability.
- 11.3.3. All input surface edging must have a minimum 3mm radius on front edge so as to comply with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.4.

11.4. Laminates

- 11.4.1. High pressure laminate must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate and ASTM D523-89, providing a non-glare matte finish.
- 11.4.2. All monitor and input surfaces must be .0625" thickness horizontal grade laminate on the top surface and on the backing sheet, to prevent deflection.
- 11.4.3. Thermally fused laminate must meet NEMA LI-1-1998; low pressure laminate is not acceptable.

11.5. Textiles/Fabric

- 11.5.1. All textiles must be abrasion resistant to meet ASTM D-3597 MVPTS-198 standard.

- 11.5.2. All textiles must meet flammability requirements in accordance with ASTM E-84 (Tunnel Test) Class A, or 1, and the State of California Technical Bulletin 117 Sec. E (SC-191-53) standards.
- 11.5.3. All textiles must be made from 100% recyclable materials.

11.6. Powder coat

- 11.6.1. Powder coat must meet ASTM D3359-09 adhesion standard for durability.
- 11.6.2. Powder coat must meet PCI #8 Solvent Cure Test for durability.

Does your console solution fully comply with the above specifications for Materials? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

12. Electrical Requirements

- 12.1 Every Console will have (2) Power Distribution Units (PDU). Each PDU Unit must provide 10) NEMA 5-15R outlets and a NEMA 5-15P input. PDU unit must include a 15 foot cord. PDU must be UL listed and CSA rated.
- 12.2. The total power draw for an individual console may not exceed 13.3 amps; this includes the console lifting system and all environmental controls.

Does your console solution fully comply with the above specifications for Electrical Components? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

13. Wire and Cable Management

- 13.1. The console must include two cable access drops with energy chains for vertical cable management from the input support surface to the equipment enclosures.
- 13.2. A quick connect user-accessible interface with accommodations for up to 1 configurable port must be available and must include ports, jacks and cables for: USB-A, USB-C, RJ45, RJ11/12, and 3.5mm stereo audio connection kits; the quick connect interface must also provide cable management for the equipment it serves.
- 13.3. The console infrastructure must support cable management from the user's position to the CPUs inside the console.

- 13.4. The console must have a horizontal cable raceway for unencumbered and easily serviceable runs.
- 13.5. The console must have a horizontal cable raceway that is easily accessible and allows drop-in cable runs to accommodate easy technology updates and service access.
- 13.6. Cables routed within the walls of a furniture panel system will not be acceptable.

Does your console solution fully comply with the above specifications for Wire and Cable Management? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

14. Environmental Control System

14.1. Control Panel

- 14.1.1. The control panel for all environmental settings (task lighting, heating controls, and air distribution) must be integrated with the console body.
- 14.1.2. The control panel must be easy to clean and sanitize.
- 14.1.3. The height for the input support surface must be shown on a digital read-out to ensure total replication of console positioning for all employees; the digital readout for the input support surface shall display inches from the floor.

14.2. ADA Compliance

- 14.2.1. There must be an optional electronic adjustment control located within reach of a wheelchair to meet ADA requirements.

14.3. Air Distribution

- 14.3.1. Fans shall be incorporated into the furniture design, providing maximum individualized control within the user's primary work zone. UHC shall incorporate a motion detector which will shut down all selected functions when workstation is unoccupied for fifteen (15) minutes. All previously selected functions will resume when motion detector senses movement in the workstation.
- 14.3.2. The console must have user-adjustable fans for circulating filtered air with a minimum of two distinct speeds.

14.4. Lighting Levels

- 14.4.1. Two LED task lights shall be at each station. Light shall be dimmable and have 2 arm adjustments for user comfort.
- 14.4.2. The console must have integrated ambient lighting.
- 14.4.3. The console must have flexible gooseneck style task lighting to allow proper placement of light over work area.
- 14.4.4. All integrated lighting on the console shall be mechanically fastened to the console to prevent removal; lights should be removable for maintenance.

14.5. Personal Heating

- 14.5.1. Two (250) watt forced air heaters located under the monitor surface shall be provided. Heaters must be able to blow heat on hands or feet. Heater to be controlled by a switch on the UHC.
- 14.5.2. Floor mounted heating solutions will not be acceptable.

14.6. Power Requirements

- 14.6.1. The console should operate with 120 VAC, 60Hz.
- 14.6.2. The console must have a 15 ft. power cord with 3-prong plug.
- 14.6.3. The console should draw a minimum of 0.3 amperes and a maximum of 13.3 amperes.

Does your console solution fully comply with the above specifications for Environmental Control? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

15. On/Off Task Lighting-Freestanding Supplemental Task lighting

- 15.1. The console should accommodate a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for additional light control.
- 15.2. The console should accommodate additional task lighting that can be mounted to the input support surface using a grommet mount, or directly to the monitor support rail.
- 15.3. All task lighting on the console must provide approximately 50,000 hours of lamp life.
- 15.4. The task lighting color temperature should not exceed 3,800K.
- 15.5. The task lighting should have a 3-lever dimmer to adjust illumination as needed to reduce eye strain.

15.6. Ancillary task lighting must be available in three colors -silver, white, and black.

Does your console solution fully comply with the above specifications for On/Off Task Lighting-Freestanding Supplemental Task lighting?

yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

16. Experience & References

- 16.1. The manufacturer of the console furniture being proposed must have a proven record of product longevity and customer service in a 24-hour operating environment for public safety dispatch centers of similar size to this request.
- 16.2. The manufacturer of the console furniture being proposed must have a minimum of 15 years' experience in designing, manufacturing, and servicing ergonomic console furniture will be considered.
- 16.3. The manufacturer of the console furniture being proposed must provide references for similar sized projects that were installed within the last 10 years; include the agency name, location, number of positions, and contact.
- 16.4. The bidder must be the manufacturer of all major components such as work surfaces, console panels, structural support system, and environmental controls.

Does your console solution fully comply with the above specifications for Experience and References? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

17. Space Planning & Console Specifics

- 17.1. Perspective drawings are required with the response submission and must include height, width, and depth dimensions in order to determine compliance with the specifications.
- 17.2. All accessories being proposed should be shown in the drawings.
- 17.3. Customer provided electronics such as monitors, telephones, keyboards, mice, etc. shall be shown, to scale, in the 3-dimensional/perspective drawings.

Does your console solution fully comply with the above specifications for Space Planning & Console Specifics? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

18. Warranty and Service and Maintenance Agreement

- 18.1. The bidder and manufacturer must provide at least a five-year warranty coverage for all product, delivery, and installation; no costs associated with replacement or repair of any portion of the product or installation will be passed on to the customer during the first five years of warranty.
- 18.2. The bidder and manufacturer must provide Lifetime warranty on all structural components. After five years, labor and installation expenses associated with the product replacement under the warranty will be assessed on a case-by-case basis. Products not covered for life include: electrical components, monitor arms, and the input platform mechanisms.
- 18.3. The bidder and manufacturer must provide an optional service and maintenance agreement that can be quoted upon request, to mitigate hidden expenses associated with product replacement after the initial warranty period. The optional service and maintenance agreement must cover additional required installation and regularly scheduled service that may occur after the initial warranty period expires.

**Does your console solution fully comply with the above specifications for Warranty and Service and Maintenance Agreement?
yes _____ no _____**

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

19. Lead Time & Installation

- 19.1. The manufacturer must provide lead times and identify date of order and proposed final installation at each location.
- 19.2. The manufacturer must include a shipping estimate for direct, inside delivery to the facility.
- 19.3. Only the manufacturer's factory installers or their trained and authorized designees experienced with the working environment of a public safety dispatch center shall assemble and install the console furniture; documentation must be provided for the installation foreman.
- 19.4. The manufacturer must provide a plan for a post-installation walkthrough intended to confirm full compliance to the floor plan, console design, and materials specified.

- 19.5. The manufacturer must provide a detailed plan for training all users and support staff in the proper use of all adjustment controls, ergonomic functions, and technical access.
- 19.6. The manufacturer must provide user manuals.

Does your console solution fully comply with the above specifications for Lead Time & Installation? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

20. Required and Preferred Product Certifications

- 20.1. ANSI/BIFMA X5.5-2008, Desk Products
- 20.2. ANSI/BIFMA Furniture Emissions Standard M7.1 and e-3-2014e
- 20.3. SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0

Does your console solution fully comply with the above specifications for Required and Preferred Product Certifications? yes _____ no _____

If you answered "no," please identify the exceptions and attach them to this REQUEST FOR PROPOSAL response.

SECTION 2 INVITATION FOR REQUEST FOR PROPOSAL CALENDAR AND CHECKLIST

1. Calendar

- | | |
|---|----------------------|
| a. Availability of the Request for Proposal | April 21, 2023 |
| b. Dispatch Center Site Walk | May 4, 2023 10:00 AM |
| c. Submittal of Questions / Corrections | May 11, 2023 |
| d. Closing Date for Invitation for Bid | May 18, 2023 |

2. Submittal Checklist

- | | | |
|------------------------------------|--------------|---------------|
| a. Signature Sheet | Attachment A | Section 3.1.a |
| b. Request for Proposal Cost Sheet | Attachment B | Section 3.1.a |
| c. Reference List | Attachment C | Section 3.4 |

SECTION 3 INSTRUCTIONS FOR SUBMITTING PROPOSAL

1. Request for Proposal Submittal

- a. Request for Proposal must be submitted on the form(s) provided by and made available to The City of Atwater, City Clerk's Office 1160 Fifth Street Atwater, CA 95301. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All Request for Proposals submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The Request for Proposal cost sheet, (**Attachment B**) to be completed, signed and returned with Request for Proposal submittal.

Request for Proposals not submitted on the form(s) provided may not be considered by the City.

- b. **All Request for Proposals shall be presented under sealed cover, clearly identified on the outside to read:**

- **Name of the bidder**
- **Address of the bidder**
- **Subject of the Bid**
- **Request for Proposal Submittal Deadline Date**

- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.

- d. All Request for Proposals shall remain firm for at least ninety (90) calendar days after Request for Proposal Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Request for Proposal Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate Request for Proposals or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.

- e. All prices shall be Request for Proposal F.O.B. DESTINATION only.

- f. Delivery dates of all items/services shall be specified on the bid.

- g. Mistakes must be corrected, and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

- h. Bidder shall be able to withdraw their Request for Proposal at any time prior to the Request for Proposal Submittal Deadline. After Request for Proposal submitted deadline, the bidder shall not be relieved of its Request for Proposal without the consent of the City, nor shall any change in the Request for Proposal be made because of a mistake. The City may allow a bidder to withdraw a Request for Proposal because of a mistake only when the bidder has notified the City in writing

within five (5) work days following the Request for Proposal opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the Request for Proposal materially different from what the bidder intended; and (3) the mistake was made in filling out the Request for Proposal and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

- i. The submission of a Request for Proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various Request for Proposal documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation for Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a Request for Proposal discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **May 11, 2023**

No further requests for clarification or objections to the Request for Proposal will be accepted or considered after this date. Any change in the Request for Proposal will be made only by written addendum, issued by the City of Atwater to each firm in receipt of the Invitation for Request for Proposal and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the City's designated contact person or any other City staff member concerning this proposal is not binding on the City and shall in no way modify this proposal or the obligations of the City or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be made in writing only and directed to the designated City staff person as shown. Contact with any other City personnel or any undue "badgering" of such City personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. Request for Proposal Submittal Deadline

The Request for Proposal must be received by the City of Atwater no later than **2:00PM, local time on Thursday, May 18th, 2023**. **REQUEST FOR PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the Request for Proposal in due time, and failure of the Request for Proposal to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the City, the City reserves the right to accept such bid.

4. **References**

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

SECTION 4 GENERAL TERMS AND CONDITIONS

1. **Request for Proposal Rejection/Waiver of Informalities**

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL REQUEST FOR PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE REQUEST FOR PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The City's decision shall be final. The City's waiver of an immaterial defect shall in no way modify the Request for Proposal documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. **Bonding Requirements**

NO BOND WILL BE REQUIRED

3. **Condition of Equipment Bid**

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. **Brand Names**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the City of Atwater as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. **Payments, Invoicing and W-9 Certification Form**

Payment will be made within 30 days of delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the City.

Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days.

6. Delivery Hours

Any necessary delivery will be accepted from 9:00 a.m. to 3:00 PM, Monday through Friday. If needed, the bidder shall state the approximate delivery date.

7. Damage of Items

All damages pursuant to items received by City due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Request for Proposals

Alternate Request for Proposals cannot be considered due to the guidelines of the grant award.

9. Cash Discount

N/A

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of Request for Proposal to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. F.O.B. Point

If necessary, F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER
POLICE DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301**

14. Examination of Request for Proposal Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Cities' Police Department. Notification is to be in written form and must be submitted at least seven (7) workdays prior to the Request for Proposal Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be in writing only and directed to the buyer shown on the "Cover Sheet" of this Invitation for Request for Proposal (RFP).

15. Request for Changes

The City reserves the right to order in writing changes in the Request for Proposal or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original Request for Proposal requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. Insurance

Bidder shall have normal liability workers compensation insurance for this project.

17. Qualification of Bidder

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any Request for Proposal should the evidence submitted by, or investigation of, the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Request for Proposal and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this Request for Proposal the successful bidder will be fully responsible for all work performed under this Request for Proposal and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this Request for Proposal shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law.

20. Cancellation of Purchase Order and/or Contract

The City may terminate any purchase order and/or contract derived from this Request for Proposal as follows:

- a. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL REQUEST FOR PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF REQUEST FOR PROPOSAL OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders

shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.

- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates based on handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this Request for Proposal or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

25. Taxes

Sales Tax should be shown separately on the Request for Proposal form, when and where indicated. The City is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the City is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or bidder because of the unauthorized use of such items.

28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this Request for Proposal against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each Request for Proposal for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this Request for Proposal against poor and inferior quality, for a period of not less than **Five (5) years** from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

30. Prevailing Wage

The successful bidder shall provide installation estimates in compliance with prevailing wage statutes if applicable.

SECTION 5 AWARD OF PROPOSAL

An evaluation team shall validate and evaluate all Request for Proposals received. All requirements identified in this Request for Proposal must be satisfied to ensure that a Request for Proposal will qualify for consideration.

1. **Lowest Responsive Bidder**

Although competitive pricing is essential in the award of this RFP, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. **Lowest Responsible Bidder**

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity, and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the City;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. **Award**

The City reserves the right to:

- a. Award Request for Proposals received based on individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the Request for Proposals;
- d. Accept the Request for Proposal that is in the best interest of the City.

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all Request for Proposals submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's Request for Proposal response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the City of Atwater City Clerk's Department within three (3) working days following the City's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the City will be based on the evaluators' determinations of your company's submitted Request for Proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the City, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the City's Invitation for Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available if an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation for Request for Proposal and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to City's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

City of Atwater
Attn: City Clerk
1160 Fifth Street
Atwater, Ca 95301

All protests in relationship to the City's intended award decision must be received by the City Manager no later than seven (7) working days following the City's U.S. postal mail, facsimile, or email of the "Notice of Intent to Award" to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the

procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the City Council stating their concerns. The decision of the City Council constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, or City Council, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

If a protesting Bidder does not appear at the protest hearing as scheduled by City of Atwater, the protest will be disallowed.

ATTACHMENT A
SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the Request for Proposal are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax : _____

County Business License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT B
REQUEST FOR PROPOSAL SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Request for Proposal Submittal Deadline.

Item No.	Qty	Description	Price
1.	2		
2		TAXES, INSTALLATION AND APPLICABLE FEES	
TOTAL			\$
DATE		SIGNATURE:	

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

