



City of Bloomington

Controller's Department

INVITATION TO QUOTE

Issue Date: October 9, 2015

Quote #: RFQ #2015-PT-001 Activity Counters

Due Date: October 16, 2015 at 12:00 p.m. local time

The City of Bloomington is requesting a price quote for the following purchase(s):

- (1) MULT USE TRAIL ACTIVITY COUNTER**
- (3) ON STREET BICYCLE ACTIVITY COUNTER**

Quantities listed are approximation based on quantities requested by end user departments. It should be understood and agreed that the actual quantities will be stated in the Purchase Order for delivery, whether more or less than the quantities shown. The City reserves the right to cancel this Invitation to Quote (ITQ) before or after closing, without making an award.

Detailed specifications are included with this packet.

In comparing quotes, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of the City when price, product, quality, delivery, and adherence to specifications are considered. The City of Bloomington reserves the right to reject any or all quotes or any part thereof, and to waive any minor technicalities.

Quotes will be accepted for consideration on any make or model that is equal to the unit(s) specified. Decisions of equivalency will be at the sole interpretation of the City of Bloomington.

Quotations shall remain valid and open for acceptance for sixty (60) days following the closing the date.

Responses are due no later than 12:00 P.M., October 16, 2015. Quotes submitted by e-mail are to be submitted to: martindj@bloomington.in.gov. Quotes submitted by fax should be submitted to the attention of Julie Martindale at 812-349-3456. Quotes submitted by e-mail or fax must be received in accordance with the published closing date and time. The City's inability to receive an email, or fax for any reason shall not constitute an exception to the mandatory requirement to receive a Quotation before the closing date and time specified in this ITQ. ***Therefore it is the responsibility of the vendor to confirm their quote has been received.*** Any quotes submitted after the deadline will be considered non-compliant and will be rejected.

Questions regarding this Invitation to Quote should be directed to:

Julie Martindale – Purchasing Manager
martindj@bloomington.in.gov
812-349-3474

Julie Martindale
Purchasing Manager
City of Bloomington



**REQUEST FOR QUOTE
Activity Counters**

Quote #2015-PT-001
City of Bloomington, Indiana
Planning and Transportation Department
October 9, 2015

NOTICE OF QUOTE REQUEST

QUOTE #2015-PT-001

1.1 Scope of Quote - The City of Bloomington Planning and Transportation Department (hereinafter "City") seeks quotes from qualified Vendors for the purchase of devices to continuously monitor bicycle and pedestrian activity, at both multi-use trails, and on-street locations. This purchase is for equipment and associated technical support only; installation will be completed in-house, or as a separate project. Specifications are listed on the Quote Pricing Form. Pricing shall include all freight, and delivery charges.

1.2 RFQ Timeline

Name of the Quote:	Activity Counters – RFQ #2015-PT-001
Date of Issuance:	October 9, 2015
Deadline for Quote Submittal:	Friday, October 16, 2015, at 12:00 p.m. local time. Quotes submitted after 12:00 p.m. shall be considered late and shall be returned unopened.
Submit Quote to:	Julie Martindale Purchasing Manager
Address <u>exactly</u> as provided:	c/o Controller's Dept. 401 N Morton St., Ste. 240 Bloomington, IN 47404
Contact Person, Title:	Julie Martindale, Purchasing Manager
E-mail Address:	martindj@bloomington.in.gov
Phone/Fax Numbers:	Phone: 812-349-3474; 812-349-3456
Method of Submittal:	US Mail, Overnight Delivery, In Person, Electronic or Fax submissions are acceptable
Award of Quote:	TBD

- 1.3 Quotes shall be evaluated after opening. After the City has evaluated the quotes and determined whether or not to award the quote, a quote tabulation shall be sent to all Vendors who submitted a quote. Quote results shall not be given over the telephone or prior to City's determination. Information regarding the award of a Quote is provided above. Quotes may be withdrawn any time prior to the scheduled deadline for receipt of quotes; no quote may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION 2.0 – INSTRUCTIONS TO VENDORS

2.1 Addenda

Any matter of this quote package that requires explanation or interpretation must be inquired into by the Vendor in writing by Thursday, September 17, 2015 at 9:00 a.m. local time. FAX or E-MAIL all questions to Julie Martindale at (812) 349-3456 or martindj@bloomington.in.gov. Questions shall be responded to in written form via email to all Vendors.

2.2 Exceptions to Documents

The Vendor shall clearly state in the submitted quote any exceptions to, or deviations from, the minimum quote requirements, and any exceptions to the terms and conditions of this RFQ. Such exceptions or deviations shall be considered in evaluating the quotes. Vendors are cautioned that exceptions taken to this RFQ may cause their quote to be rejected.

2.3 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Quote, as indicated, may result in disqualification by reason of "non-responsiveness."

SECTION 3.0 – SPECIAL CONDITIONS

3.1 Payment Terms and Invoice Submittal

- 3.1.1 Payment terms for invoices shall be net forty-five (45) days upon receipt of an acceptable original invoice and after the stickers are received, inspected and accepted and all required documentation is received in a format acceptable to the City. Payment shall be made in full after confirmation of completed and functional products.

Invoices shall include the following information:

- Vendor name and address
- Date of Shipment
- City PO number (When applicable)
- Description of goods
- Quantity
- Unit price
- Extended price
- The total amount due

- 3.1.2 Surcharges (i.e., fuel surcharges, restocking, etc...) shall NOT be allowed to be added to invoices as an additional line item.

- 3.1.3 The City is exempt from the payment of state sales taxes. Any charges for taxes from which the City is exempt shall be deducted from invoices before payment is made.

The City may withhold payment for reasons including, but not limited to the following:

- Goods that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Vendor
- Damage for which Vendor is liable
- Valid liens or claims of lien
- Valid claims of Subcontractors or other persons
- Delay in the delivery of the goods
- Inability of Vendor to complete the delivery of the goods

3.2 Estimated Quantities

The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine.

3.3 Delivery

City holiday closures are typically New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, and Christmas Day. Deliveries generally shall not accepted on these days.

FOB point in terms of loss or damage is destination.

Destination and delivery shall be to the address below:

Deliver to:

City of Bloomington
Attn: Vince Caristo
401 N Morton St.
Bloomington, IN 47401

3.4 Vendor Approval

All city Vendors are required to pass a vetting test prior to a purchase order being issued for material, services or equipment. Each vendor shall supply a current and valid W-9 form. In addition, the City's preferred method of payment is electronic

3.5 Payments

The City of Bloomington's preferred method of Vendor payment is Electronic Funds Transfer (EFT.) EFT payments saves dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork and time. Invoices are paid bi-weekly and payments are deposited directly into Vendor's accounts, and the funds are instantly available at no cost to Vendors. Vendors receive a confirmation email that indicates when the funds will be transferred, payment amount, invoice number and date. This free service also insures payments will not be misdirected or lost as can happen with paper checks.

SECTION 4.0 – QUOTE EVALUATION AND AWARD

4.1 Award

Award, if made, shall be made to the responsible Vendor submitting the lowest responsive quote with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all quotes; to request re-quotes; or to waive technicalities and formalities where it is deemed advisable in the best interests of the City. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Vendor responsibility and responsiveness:

- Adherence to specifications;
- Current lead-time quoted;
- Past experience and service provided by Vendor to the City, if applicable
- Quality of material or equipment to meet the needs of the requesting department

4.1.2 If the City determines that the quote should be awarded, the process shall be as follows:

- a) The City shall determine which responsible Vendor has submitted the lowest responsive quote.
- b) The City may request samples of quoted items for a trial period not to exceed two (2) weeks.
- c) The City of Bloomington Purchasing Manager will award the quote, with Approval from requesting Dept. Director and Controller.
- d) The City shall issue a purchase order to the Vendor. The purchase order shall constitute authorization for the goods to be ordered.

- 4.2 The Vendor must not have any unresolved performance issues with the City of Bloomington. The Vendor's performance as a prime Vendor or subcontractor in previous City contracts shall be taken into account when evaluating the Vendor's submittal for this Request for Quote. The City may survey other local agencies during the quote evaluation period to make sure the Vendor does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Vendor's submittal based on its assessment of the Vendor's prior performance.

SECTION 5.0 - GENERAL TERMS AND CONDITIONS - QUOTES

- 5.1 QUOTE FORM - Each Vendor must submit an original Quote Pricing Form which is attached. The quote may be rejected if it shows any omissions, alterations of the form, additions not called for in the quote, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

5.2

- 5.3 QUOTE REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all quotes or parts thereof. The City further reserves the right to waive technicalities and formalities in quotes, as well as to accept in whole or in part such quotes where it is deemed advisable and in the best interests of the City.

- 5.4 BROCHURES/CUT SHEETS - Quotes shall include adequate brochures or cut sheets, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

- 5.5 DELIVERY - The delivery time or completion date, as stated in the Quote Pricing Form, shall be the time required to deliver the complete item(s) or requested quantities after the receipt of the purchase order. Where multiple items appear on a Quote request, the Vendor shall, unless otherwise stated by the City, show the delivery time for each item separately if applicable.

Notice of a late delivery arrival should be made no less than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving, and the shipment shall be returned to you or its originating point.

- 5.6 DISPUTES - Should any disputes arise with respect to the Quote, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Vendor agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under the Quote that are not affected by the dispute, and the City shall continue to make payment for all work properly performed. Should the Vendor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Vendor as a result of such failure to proceed shall be borne by the Vendor. The unintentional delayed payment by the City to the Vendor of one or more invoices not in dispute in accordance with the terms of the Quote shall not be cause for Vendor to stop or delay Work.

- 5.7 EXTENSION - Any or all of the awards made as a result of this Request for Quote may be extended for an additional period of time if mutually agreed between the parties.

- 5.8 SPECIFICATION DEVIATIONS BY THE VENDOR - Any deviation from the specifications MUST be noted in detail, and submitted in writing with the Quote Pricing Form. Completed specifications should be attached for any substitutions offered. The absence of the specification deviation statement and accompanying specifications shall hold the Vendor strictly accountable to the specifications as written herein

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

5.10 ABANDONMENT – Notwithstanding any other provision of this Award, if funds for the continued fulfillment of the Award by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Award without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed by the City and Vendor, this Award shall terminate and become null and void. The City agrees that it shall make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term of this Award a request for sufficient funds to meet its obligations under the Award in full.

QUOTE PRICING FORM

City of Bloomington Planning and Transportation Department

10/9/2015

Date

Department Contact Information

Name	Julie Martindale
Address	401 N Morton St
City, State, ZIP	Bloomington, IN 47404
Phone	812-349-3474
Email	martindj@bloomington.in.gov



Quote #2015-PT-001 - Activity Counters

Quantity	Type	Description	Unit Price	Total Cost	State Manufacturer	State Model	List Deviations	State Warranty	Notes
1	Trail	Multi Use Trail Activity Counter		\$0.00					
Specifications for Item listed above									
<ul style="list-style-type: none"> • Accurately counts and differentiates pedestrians and cyclists at a multi-use trail location • Detection area at least 14-ft in width • Measures direction of travel • Capable of continuous 24-hour operation, 365 days per year • Battery powered, minimum battery life of 1-year • Minimum 180 days of memory life for 1-hour counts • Proven capability to endure generally expected water conditions, heat, and cold • Bluetooth data transmission for accessing data in the field • Ability to upgrade to automatic data transmission • Software for managing and analyzing count data 									
3	On Street	Bicycle Activity Counter		\$0.00					
Specifications for Item listed above									
<ul style="list-style-type: none"> • Accurately counts cyclists at an on street location that includes motor vehicle traffic • Detection area at least 5-ft in width • Ability to determine direction of travel for each record • Capable of continuous 24-hour operation, 365 days a year • Battery powered, minimum battery life of 1-year • Minimum 180 days of memory life for 1-hour counts • Proven capability to endure generally expected water conditions, heat, and cold • Bluetooth data transmission for accessing data in the field • Ability to upgrade to automatic data transmission • Software for managing and analyzing count data 									

Enter your pricing on the Quote Pricing Form that has been supplied with this email.

Return quote to Julie Martindale via methods listed in packet by Friday, October 16, 2015 at 12:00 p.m. local time. Any quotes received after this date and time will be not be considered.

FOB Point

The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

Freight Charges

Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

Environment

Items will be used in outside conditions and should be constructed to withstand inclement weather of all types.

Equivalency

Equivalent brands acceptable and will need to be approved by the City of Bloomington, Indiana prior to submission of quote.

Any questions regarding equivalency should also be addressed via email to Julie Martindale @martindj@bloomington.in.gov.

Cut Sheets / Brochures

Quotes must include cut sheets or brochures with specific specification information listed for products being quoted.

Sample / Trial Products

Samples or trial products need to be available for delivery at no cost to the City if requested.