

CITY OF ERLANGER
SOLICITATION FOR SEALED BIDS
AND PROPOSALS

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for the purchase of POLICE BODY WORN CAMERA EQUIPMENT AND CLOUD BASED SOFTWARE as described and specified in the bid packet entitled City of Erlanger Body Worn Camera and Software Bid, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and proposals in response to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 2:00 p.m. on November 16, 2021, on a form provided by the Erlanger City Clerk and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words “City of Erlanger Body Worn Camera and Software Bid” written, typed or otherwise indicated on the outside of the envelope.

The City of Erlanger reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.

CITY OF ERLANGER
INSTRUCTIONS TO BIDDERS

1. Read the City of Erlanger Body Worn Cameras and Software Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - 2.1 The amount of the bid or proposal.
 - 2.2 The complete name, address, telephone number and e-mail address of the Bidder/Vendor.
 - 2.3 The signature of the Bidder/Vendor or someone signing for the Bidder/Vendor.
 - 2.4 The printed name of the signatory.
 - 2.5 The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
 - 3.1 Providing the printed name of the bidder as the Vendor in the blank in the first paragraph.
 - 3.2 Signing the Agreement at the end.
4. Have the signature on the Agreement notarized.
5. All vendors must submit one (1) original and one (1) photocopy of the completed bid package.
5. Seal (both the original and photocopy) the signed Bid Form, signed and notarized Agreement, and completed specification request within an envelope with the words "City of Erlanger Body Worn Cameras and Software Bid" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 2:00 p.m., prevailing time on or before November 16, 2021.

BID FORM

The undersigned Vendor hereby bids, offers and proposes to sell, convey, and deliver to the City of Erlanger (City) the materials, supplies, or equipment described and specified in the document entitled City of Erlanger Body Worn Cameras and Software Specifications attached hereto and made a part hereof by reference, for the "Amount Bid" indicated in this form; and pursuant to the terms and provisions of the Purchase and Sale Agreement attached hereto and made a part hereof by reference.

This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the City of Erlanger at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City of Erlanger by the Mayor thereof and mailed by certified mail, return receipt requested.

The undersigned Vendor hereby authorizes the City to investigate the Vendor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City to determine the responsibility and ability of the Vendor to comply with the terms and provisions hereof and the Purchase and Sale Agreement.

Amount Bid _____

Complete Name of Vendor _____

Signature of Vendor or
Authorized Representative _____

Printed Name of Signatory _____

Complete Address of Vendor _____

Telephone Number of Vendor _____

E-mail address of Vendor _____

Date _____

CITY OF ERLANGER
BODY WORN CAMERAS AND SOFTWARE
PURCHASE AND SALE AGREEMENT

This Agreement is by and between the CITY OF ERLANGER, a Home Rule city in Kenton County, Kentucky, which shall hereinafter be identified and referred to as the "CITY" and

(PRINTED NAME OF VENDOR)

the personal representatives, heirs, legatees, devisees, successors and assigns thereof, who shall hereinafter be referred to collectively as the "**VENDOR**";

WITNESSETH:

WHEREAS, the City has budgeted and appropriated certain funds for the Fiscal Year 2022 for the purchase and acquisition of Body Worn Cameras and Software; and

WHEREAS, pursuant to K.R.S. 424.260; the City advertised for bids for body worn camera and software and, in response thereto, received the bid of the Vendor attached hereto and made a part hereof by reference; and

WHEREAS, the attached bid of the Vendor was accepted by the City;

NOW, THEREFORE, the City and the Vendor hereby agree as follows:

1. Within _____ consecutive calendar days after this Agreement has been signed on behalf of the City and mailed to the Vendor, with time being of the essence, the Vendor shall provide the equipment purchased by the City of Erlanger as described and specified in the City of Erlanger Body Worn Cameras and Software Specifications attached hereto and incorporated herein by reference with all of the warranties.
1. Simultaneously with the receipt of equipment and completion of installation, the City shall pay to the Vendor the "Amount Bid" by the Vendor in the Bid Form attached hereto and incorporated herein by reference.
2. The Vendor shall be liable to the City and responsible for all incidental and consequential damages sustained or incurred by the City as a result of any failure of the Vendor to comply with the terms

and provisions of this Agreement or any warranty indicated therein regardless of any contrary provisions in the bid of the Vendor.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

(Printed Name of Vendor)

(Printed mailing address of Vendor)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE VENDOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on _____, 2021.

NOTARY PUBLIC
Kentucky, State at Large

MAYOR JESSICA FETTE

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by _____ of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF VENDOR)
on _____, 2021.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____

CITY OF ERLANGER
BODY WORN CAMERA AND SOFTWARE
SPECIFICATIONS

Purpose

The City is looking to purchase Police body worn camera equipment and cloud-based software, delivered as a one-time purchase or a multi-year contract.

Quantities

Specified quantities of each item required are stated in this bid solicitation. Bidders are to indicate if they will honor the process bid for additional purchases of the specified equipment. No warranty or guarantee is given or implied that the City will purchase quantities other than those stated in this solicitation.

Pricing and Bid Packets

All prices and bid packets shall be delivered to the City of Erlanger City Clerk's Office located at 505 Commonwealth Avenue, Erlanger, KY 41018.

Questions

All questions regarding this bid package are to be submitted in writing to SGT Cameron Day at cameron.day@erlangerpd.com. Questions must be received prior to the scheduled bid opening.

Delivery

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice.

Detail Specifications

1. 40 Officer Body-Worn Cameras with warranties
2. 40 Individual Docks or Transfer Cables
3. 40 Body-Worn Camera Mounts
4. 40 User Accounts to Licensed Software with unlimited storage
5. 1 Multi-Body Camera Downloading Dock
6. 40 Glock Activation Kits (optional)

Quality

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights patent rights in manufacturing, producing and/or selling the items ordered or shipped as a result of this bid, and the successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

Laws and Regulations

All applicable laws and regulations of the Federal, State, and Local governments, including the ordinances of the City of Erlanger, will apply to any resulting bid award.

Taxes

The City of Erlanger is exempt from any taxes by the State and Federal government. Exemption certificates will be provided upon request.

Warranties

The City of Erlanger will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's

warranty statement is to be submitted with the bid.

Indemnification

Contractor covenants and agree that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect, or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

Documentation Required

The Vendor shall cause to be issued and maintained the following documentation:

1. Completed W-9 form