



## **Grand Island Police Patrol Vehicle Up Fitting**

### **REQUEST FOR PROPOSAL**

#### **PROPOSALS DUE**

[Thursday, November 21, 2024](#) @ 4:00 p.m. (local time)

City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

#### **Contact Information**

City of Grand Island Police Department  
Captain Dean Elliott  
111 Public Safety Dr.  
Grand Island, NE 68801  
308-385-5400 ext. 2213

Issued: [October 21, 2024](#)

ADVERTISEMENT FOR PROPOSALS  
Grand Island Police Patrol Vehicle Up Fitting  
FOR  
CITY OF GRAND ISLAND

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until [Thursday, November 21, 2024](#) at 4:00 p.m. local time for the above Proposal, FOB the City of Grand Island.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the *outside* of the envelope: “**Grand Island Police Patrol Vehicle Up Fitting**”. All proposals must be signed and dated in order to be accepted. **Three complete copies of the** proposal shall be submitted for evaluation purposes if submitting by mail. Proposal package and any Addendas are also available on-line at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded.

Proposals will be evaluated by the Purchaser based on service, support, timeliness, availability, referrals, and price. All Proposals shall be valid for at least sixty (60) days after the Proposal deadline for evaluation purposes.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Jill Granere, City Clerk

## REQUEST FOR PROPOSALS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall not include all sales and use taxes as the City of Grand Island is tax exempt.**

Proposals shall include the following on the outside of the mailing envelope: “**Proposal for Grand Island Police Patrol Vehicle Up Fitting**”. All proposals must be signed and dated to be accepted. Proposals shall be submitted no later than **Thursday, November 21, 2024** at 4:00 pm. All proposals submitted by mail must include **3 copies**. The specification is also available at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the specified opening date and “Click here for bid document link” through QuestCDN. If submitting through QuestCDN, **one** original document of the proposal and supporting materials is required to be uploaded. All proposals shall be submitted for evaluation purposes to the following:

Mailing Address: Jill Granere, City Clerk  
City Hall  
P.O. Box 1968  
Grand Island, NE 68802-1968

Street Address: Jill Granere, City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on service, support, timeliness, availability, referrals, and price.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The invoice for Contractor’s services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City’s best interest, at its sole discretion.

All Proposals shall be valid for at least sixty (60) working days after the Proposal deadline for evaluation purposes.

**All Proposals must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specifications, other than Owner generated Addendums, would result in your bid not being considered. Please contact Captain Dean Elliott at 308-385-5400 ext. 2213, for questions concerning this specification.

## Grand Island Police Patrol Vehicle Up Fitting

### DETAILED SPECIFICATIONS

SCOPE. The Grand Island Police Department (GIPD) is soliciting proposals for Grand Island Police Patrol Vehicle Up-Fitting. Each year GIPD is authorized to purchase multiple new patrol vehicles. As part of this budget approval, is the process of up fitting these new cars with necessary equipment and the installation of this equipment. To go along with this, would be the ongoing equipment repair or replacement as part of warranty work or defective parts/service.

### DESCRIPTION.

The Grand Island Police Department's (GIPD) rotation of patrol vehicles causes GIPD to purchase several new vehicles each budget year. These vehicles do not come equipped with all necessary equipment for them to be a front-line patrol vehicle. This RFP will outline the project requirements necessary to up fit the new patrol vehicles. Most of this equipment is newly purchased every year due to the difference in vehicle model and year from the old vehicle being taken out of patrol service and the new vehicle being put into patrol service. There are possible instances where equipment may be removed from the old, outdated vehicle and up fitted into the new vehicle. Most of the equipment has reached its logical end of service or is in disrepair.

GIPD is Requesting Proposals from vendors to provide some of the equipment to be installed in our patrol vehicles which integrates with our current equipment in our patrol fleet, install said equipment along with other equipment purchased by the City, and provide timely support and repair to help maintain the patrol fleet of emergency response vehicles.

### PROJECT REQUIREMENTS.

**Purchase and install equipment necessary to up-fit new patrol vehicles to include equipment that meets, or exceeds, industry standards for police cruisers used in routine patrol. Proposals should specifically address the ability of the Vendor to install the same, or substantially similar, equipment throughout the life of the contract.**

**Project year 2024 will be for 2024 Ford PUV and 2024 Chevy Tahoe**

**Project year 2025 will be for 2025 Ford PUV and 2025 Chevy Tahoe**

**Project year 2026 will be for 2026 Ford PUV and 2026 Chevy Tahoe**

It is anticipated that the City will provide the following equipment, or its functional equivalent, but vendor will be responsible for installation and servicing:

- Motorola in-car radios (APX 8500)
- Stalker dual antenna radar unit
- WatchGuard M500 in car video recorder and cameras

It is anticipated that the vendor will purchase and install the following equipment or its functional equivalent as well as all ancillary equipment needed to install each piece of equipment:

- Siren systems
- Speaker systems
- Light systems to include push bar, rear side windows, taillights, headlights, rear license plates, side mirrors, rear hatch, and cage lights.
- Vehicle specific 24” flat consoles and all equipment needed to mount standard equipment such microphones, cameras, computers, printers, and weapons.
- Ignition override systems
- All fuse panels, blocks, and cooling fans required for orderly operation of each system.

Vendor purchased equipment must be compatible with the following systems and should be operable with minimal training:

- Motorola in-car radios (APX 8500)
- Stalker dual antenna radar unit
- WatchGuard M500 in car video recorder and cameras

GIPD’s current fleet are upfitted with the following equipment:

- Federal Signal – 17 button Pathfinder Siren
  - Pathfinder interface cable
  - Pathfinder 24ch expansion module
- Dynamax Compact 100w Speaker
  - ES100 Speaker UNIV bracket kit
- Federal Signal – Rumbler Compact – single speaker
- Federal Signal – Rumbler compact bracket
- Federal Signal – Allegiant LP Light Bar (red/blue) 45”
- Federal LED lights – blue/white (push bar & rear side window)
- Federal LED lights – red/white (push bar & rear side window)
- Dual Corner LED inline flash – blue/white (taillight & headlight)
- Dual Corner LED inline flash – red/white (taillight & headlight)

- Federal Signal – Micropulse Ultra 3 (single white LED) (rear license plate)
- Federal Signal – Micropulse Ultra 3 (dual blue/white LED) (side mirror and rear hatch)
- Federal Signal – Micropulse Ultra 3 (dual red/white LED) (side mirror and rear hatch)
- Federal Signal – Micropulse Benzel & Shroud Kit
- Below Side Mirror brackets
- Surface mounted LED (red/white) (rear cage light)
- Havis – vehicle specific 24” flat console
- Havis – mic clip bracket
- Havis – 8.5” HD telescoping pole side mount
- Havis – 11” swing arm w/ motion adapter
- Havis – console dual cup holder internally mounted
- Havis – side mount armrest
- Havis – 3” accessory pocket 2.5” deep
- Brother Pocketjet printer mount
- Havis – Universal equipment storage box C-SBX-101
- Pro-gard Polycell Partition – Prisoner transport system – half cage
- Pro-gard dual weapon rack (GPC4713)
- Setina Aluminum push bumper
- WatchGuard Visor Bracket
- Visaton 5” full range speaker (8ohm – Radio) (radio will be provided by City)
- 3/4” RF MT Cable SMPL no conn 78815
- Mini UHF male RG58
- Laird UHF NGP Antenna 450-470 adjustable
- Stalker Radar Counting Unit Displace/Antenna combo mount
- Stalker Radar Rear Antenna mount
- Ignition Override system
- Low Profile delay timer w/ terminal connections (LPT1230-054)
- Blue Sea split fuse panel 5032 (front fuse block)
- Blue Sea 5045 fuse block (rear fuse block)
- 120mm cooling fan w/ buck converter

Proposals should outline the proposed brand and model to be used, their compatibility with City provided resources, and the Vendor’s ability to install and maintain both vendor and city provided equipment.

In addition to proposals for the cost of equipment, proposals should include pricing for:

- For installation of equipment in new patrol fleet cars
- For removal of equipment from old patrol fleet cars
- Installation of new equipment into existing fleet cars

- Installation of removed equipment into existing fleet cars
- Additional shop rates for service beyond installation

For per-task labor pricing, clear delineation of what is and isn't included should be established.

Vendor will clearly note in proposal whether they can provide the following items. For all items below, vendor should specifically note what cost, if any, would be attributable to the services:

- No-cost warranty work on all installed equipment
- Door-to-door service including pick-up and drop-off of cruisers to GIPD.
- On-site repair and service work for minor issues
- Same-day service for emergency repairs
- Service within two business days for non-emergency repairs

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

1. Timeliness of Service work (installation & warranty)	30%
2. Timeliness of Emergency Service	30%
3. Ability to source, install, and service equipment	20%
4. Ability to install and service other City equipment	10%
5. Location of Vehicle Work	5%
6. Ability to remove old equipment from old fleet vehicles	5%

PROPOSAL QUALIFICATIONS.

Vendor will be a certified distributor/insource user, installer, and be able to service equipment already installed in GIPD patrol vehicles from the following manufactures:

- Federal Signal
- Stalker
- Setina
- Pro-gard
- Havis
- WatchGuard
- Motorola

PROPOSAL INFORMATION.



Proposal requests will be for three years:

1. Year 2024 – Up fit costs for an estimated
  - a. Six (6) - 2024 Ford PUV
  - b. Two (2) - 2024 Chevy Tahoe
2. Year 2025 – Up fit costs for an estimated
  - a. Eight (8) - 2025 Ford PUV
  - b. Two (2) - 2025 Chevy Tahoe
3. Year 2026 – Up fit costs for an estimated
  - a. Ten (10) - 2026 Ford PUV
  - b. One (1) - 2026 Chevy Tahoe

REFERENCES. A list of recent previous projects of similar scope and reference contacts shall be furnished with the Proposal.

CODES AND STANDARDS. Equipment and installation shall conform to all applicable codes and standards.

SCHEDULE.

- The schedule of work to be performed for routine up fitting will be agreed upon by vendor and GIPD based on delivery of new patrol fleet vehicles each year.
- The schedule of warranty work will be 2 business days (48 hour) turnaround time if practical and agreed upon by both vendor and GIPD.
- The schedule of emergency service work will be same day or next business day.

INSURANCE REQUIREMENTS. The bidder shall comply with the attached “Insurance Requirements”.

GENERAL INFORMATION. The following instructions outline the procedure for preparing and submitting Proposals. All providers must fulfill all requirements as specified in these documents.

All Proposals must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR PROPOSALS. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened and delivered in person or addressed and mailed in conformance with the instructions in the Advertisement for Proposals.

FISCAL YEAR. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent

upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

FAIR EMPLOYMENT PRACTICES. Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

TITLE VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

QUALIFICATIONS AND TERMS. The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

SECTION 504/ADA NOTICE TO THE PUBLIC. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

## INSTRUCTIONS TO BIDDERS – PROPOSAL

### 1. GENERAL INFORMATION

The following instructions outline the procedure for preparing and submitting proposals. Bidders must fulfill all requirements as specified in these documents.

### 2. TYPE OF BID

Bidders shall be required to respond to all requirements as listed in the specifications.

### 3. PREPARATION/SUBMISSION OF PROPOSAL.

All Proposals must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the REQUEST FOR PROPOSALS. Proposals must be made on the Company's official letterhead and must be signed and dated to be accepted. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened and delivered in person or addressed and mailed in conformance with the instructions in the REQUEST FOR PROPOSALS.

Proposal package and any Addenda is also available on-line at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded (no zip files). Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered. E-mailed proposals will not be accepted.

The Bidder shall acknowledge receipt of all addenda. Proposals received without acknowledgement or without the Addendum enclosed will be considered informal.

If exceptions and/or clarifications are noted to the proposal, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specification, other than Owner generated Addendums, could result in your proposal not being considered.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least sixty 60 working days after the Proposal deadline for evaluation purposes.

#### 4. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Proposal from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER.

All Proposals will be considered on the following basis:

1. Timeliness of Service work (installation & warranty)
2. Timeliness of Emergency Service
3. Ability to source, install, and service equipment
4. Ability to install and service other City equipment
5. Location of Vehicle Work
6. Ability to remove old equipment from old fleet vehicles

The OWNER reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Proposal.

#### 5. EXECUTION OF CONTRACT

The successful Bidder shall, within 20 days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached, if required, together with the acceptable bonds as required in these Bid Documents. Within 30 days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 6. TIME OF COMPLETION

The time of completion of the Work to be performed under this Contract is the essence of the Contract.

#### 7. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program require mentor a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## MINIMUM INSURANCE REQUIREMENTS

### CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

#### **1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

#### **2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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#### **3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

#### **4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

#### **5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

## **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

Sample Contract Agreement

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_, hereinafter called the Consultant, and the *City of Grand Island, Nebraska*, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of *Request for Proposals for Grand Island Police Patrol Vehicle Up Fitting for the City of Grand Island Police Department*, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Contractor submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Contractor an agreement therefore, for the sum or sums named in the *Request for Proposals* submitted by the Contractor, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached *Request for Proposals for Grand Island Police Patrol Vehicle Up Fitting for the City of Grand Island Police Department* and in the attached *Request for Proposals* as submitted by the Contractor; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Contractor, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II.

**Up-fit for 2024 model GIPD Patrol Vehicles:** That the City shall pay to the Contractor for the performance of the work embraced in this agreement and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of \_\_\_\_\_ *and xx/100 Dollars (\$ \_\_\_\_\_)* for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

**Up-fit for 2025 model GIPD Patrol Vehicles:** That the City shall pay to the Contractor for the performance of the work embraced in this agreement and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of \_\_\_\_\_ *and xx/100 Dollars (\$ \_\_\_\_\_)* for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

**Up-fit for 2026 model GIPD Patrol Vehicles:** That the City shall pay to the Contractor for the performance of the work embraced in this agreement and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of \_\_\_\_\_ *and xx/100 Dollars (\$ \_\_\_\_\_)* for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached *Grand Island Police Patrol Vehicle Up Fitting for the City of Grand Island Police Department*.

ARTICLE IV. That the Contractor shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Contractor and all Sub-Contractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Contractor agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.



ARTICLE IX. LB 403: Every public contractor and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE X. INDEMNIFICATION: Contractor does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Contractor and Contractor's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

Contractor represents and warrants in the contract that the components of this RFP to be purchased for the City shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. Contractor agrees to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the City are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

***VENDOR***

By \_\_\_\_\_ Title \_\_\_\_\_

***CITY OF GRAND ISLAND, NEBRASKA,***

By \_\_\_\_\_ Attest: \_\_\_\_\_  
Roger G. Steele, Mayor Jill Granere, City Clerk

The agreement is in due form according to law and is hereby approved.

\_\_\_\_\_  
Kari Fisk, City Attorney

## APPENDIX A – TITLE VI NON-DISCRIMINATION –

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
- (b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.