



TOWN of CARY  
North Carolina

RFB 12-19

**REQUEST FOR BIDS**

For

**TASER X2 ELECTRONIC CONTROL DEVICE**

To be opened 1:00 PM, Thursday, December 22, 2011

Pursuant to General Statutes of North Carolina, proposals, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment and/or repair work and services. All bids will be received by the Purchasing Supervisor, at her office in the Town of Cary, Garmon Operations Center, 420 James Jackson Avenue, Cary, N.C., until the date stated above.

BY: *Mary W. Allen* Mary W. Allen, Purchasing Supervisor DATE: December 13, 2011

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS DOCUMENT**

Item No.	Qty	Description	Unit Price	Total Price
1	145 EA	<p>TASER X2 ELECTRONIC CONTROL DEVICE UPGRADE PACKAGE TO INCLUDE THE FOLLOWING:</p> <p>TASER X2 BLACK ECD W/ LASER W/O POWER MAGAZINE; MODEL TAS22002</p> <p>TASER X2 HOLSTER BLACKHAWK MODEL TAS22501 (RIGHT HAND OR LEFT HAND)</p> <p>TASER X2 POWER MAGAZINE; AUTO SHUT-DOWN (APPM); MODEL TAS22011</p> <p>TASER 25' LIVE SMART CARTRIDGE FOR X2 &amp; X3; MODEL TAS22151 (4 PER PACKAGE)</p> <p>TASER 25' TRAINING SMART CARTRIDGE FOR X2 &amp; X3; MODEL TAS22157 (2 PER PACKAGE)</p> <p>WARRANTY, X2 4-YEAR EXTENDED</p> <p>ONLINE X2 USER CERTIFICATION TRAINING SEAT WITH NORTHEASTERN WISCONSIN TECHNICAL COLLEGE</p>	\$ _____	\$ _____

Bidder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Name printed: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

**RFB 12-19 Taser X2 Electronic Control Device**

<b>ADDITIONAL UNITS</b>				
<b>Item No.</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
2	10 EA	TASER X2 BLACK ECD W/ LASER W/O POWER MAGAZINE; MODEL TAS22002	\$ _____	\$ _____
3	10 EA	TASER X2 HOLSTER BLACKHAWK MODEL TAS22501 (RIGHT HAND OR LEFT HAND)	\$ _____	\$ _____
4	10 EA	TASER X2 POWER MAGAZINE; AUTO SHUT-DOWN (APPM); MODEL TAS22011	\$ _____	\$ _____
5	40 EA	TASER 25' LIVE SMART CARTRIDGE FOR X2 & X3; MODEL TAS22151	\$ _____	\$ _____
6	20 EA	TASER 25' TRAINING SMART CARTRIDGE FOR X2 & X3; MODEL TAS22157	\$ _____	\$ _____
7	10 EA	WARRANTY, X2 4-YEAR EXTENDED	\$ _____	\$ _____
<b>TRADE-IN ALLOWANCE</b>				
8	145 EA	TRADE-IN ALLOWANCE	(\$ _____)	(\$ _____)
9		<b>FREIGHT</b>		\$ _____
		<b>TOTAL</b>		\$ _____

Bidder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_ Name printed: \_\_\_\_\_  
 \_\_\_\_\_ Title: \_\_\_\_\_

**RFB 12-19 Taser X2 Electronic Control Device**

Bidder should read and understand the circumstances and procedures under which this bid is let. Bidder's response to the Request for Bids (RFB) signifies acceptance of the obligations and rights specified herein. The bidder and/or bidders to whom the contract is awarded must comply fully with North Carolina General Statutes, Section 143-129 and any applicable state and federal law or regulation.

In compliance with the above request for proposals, the undersigned offers and agrees, if this proposal be accepted within \_\_\_\_\_ days from the opening, to furnish any or all of the items at the prices quoted and to deliver the items within \_\_\_\_\_ days after receipt of award. Prices will remain firm for \_\_\_\_\_ days.

Bidder's Name: \_\_\_\_\_ Signature \_\_\_\_\_

Address: \_\_\_\_\_ Name printed: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Date: \_\_\_\_\_

---

---

BIDDER SHALL SIGN AND RETURN ONE COPY OF THIS FORM AND ANY OTHER REQUIRED DOCUMENTS IN A SEALED ENVELOPE MARKED AS SHOWN:

STREET DELIVERY

MARY W. ALLEN  
PURCHASING SUPERVISOR  
TOWN OF CARY  
420 JAMES JACKSON AVENUE  
CARY, NC 27513

RESPONSE TO RFB 12-19

US POST OFFICE DELIVERY

MARY W. ALLEN  
PURCHASING SUPERVISOR  
TOWN OF CARY  
P.O. BOX 8005  
CARY, NC 27512-8005

RESPONSE TO RFB 12-19

To receive a bid tabulation, please include e-mail address or enclose a stamped self-addressed envelope or a valid e-mail address.

## TERMS AND CONDITIONS

**Scope:** The Town of Cary is requesting pricing for 145 Taser X2 Electronic Control Device Upgrade Packages with trade-in allowance for 145 ECD units for the Cary Police Department . The price is to include complete freight expenses. The delivery point for the devices will be the Town of Cary Police Department, 120 Wilkinson Ave, Cary, NC 27513.

**General:** The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms and conditions included with this Request for Bids shall govern in any resulting contract(s) unless approved otherwise in writing by the Town of Cary. Bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Wake County, North Carolina.

Town of Cary ordinance requires all vendors, regardless of their location, to have a Town of Cary business license if they are performing services within the Town's corporate limits.

**Plans And Specifications:** Until the date of opening, the bids, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials, or equipment and/or services will be on file in the Purchasing Division offices at 420 James Jackson Avenue, Cary, NC, during office hours.

**Prices:** Price quoted shall be net. All bids are to be firm offers and will be regarded by the Town as the bidder's best and final offer. Bidders are warned not to include any form of Federal Excise Tax in computing their bids. The North Carolina State Sales Tax may be shown as a separate item.

**Equipment Guarantee With Bid:** The bidder must guarantee that the material and workmanship of the equipment is of the highest standards of the current state of the art, and in keeping with the design incorporating the specifications under each item, and that equipment offered is new and, except for testing, calibrations and transportation, is unused equipment; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendation and standard practice.

The manufacturer shall fully guarantee the equipment to be free of defects in materials and workmanship for a period of one year from the date of delivery to the agency. All shipping charges (both ways) shall be at the expense of the manufacturer for the first 90 days after delivery of the systems. Thereafter, shipping charges from the agency to the manufacturer shall be at the expense of the agency. Return shipping charges from the manufacturer to the agency shall be at the sole expense of the manufacturer during the warranty period. This warranty shall not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, force majeure, or operation under other than specified conditions.

The bidder must further guarantee that the equipment complies with all applicable State and Federal statutes and regulations.

In the event that any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, the successful bidder will indemnify and save harmless the Town of Cary from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright or application for either.

In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, the successful bidder will indemnify and save harmless the Town of Cary from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition. If required, the bidder agrees as a condition of award that he will sign and execute a proper agreement to cover these guarantees.

**Bid Submission.** Bids must be submitted on the forms included in this document, and must be properly signed in the spaces indicated. Bids submitted otherwise will not be acceptable.

**No Bids.** Bidders unable to submit a bid in response to this RFB should so advise in writing to preclude exclusion from future RFBs.

**Bid Award.** The Town reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for its intended use and further specifically reserve the right to make the award in the best interests of the Town. All equipment or services listed is intended for a particular use by the Town division(s) in which it is to be utilized and must meet the requirements of that particular division(s). Other factors to be considered in awarding the bid will be price, quality, and time required to make delivery. Unless otherwise specified by the bidder, the Town reserves the right to accept any item in a bid and to award items separately.

Failure to respond to any requirements outlined in this RFB, or failure to enclose copies of the required documents, may disqualify the bid.

Since time is of the essence, the guaranteed date of delivery as shown in the Bid may be taken into consideration in the award or in the cancellation of the award for breach of contract.

The contract will be awarded after an evaluation of all bids have been made, and in the interest of suitability to the Town's needs and/or economy, equipment, furnishings or service other than the lowest in price may be selected.

**Delivery Costs.** The entire cost associated with the shipment of any item proposed by the bidder must be included in the bid price. This includes any associated delivery and/or freight charges. All transportation and delivery charges are to be prepaid by the successful bidder to the point of delivery indicated in the bid. Items shall be protected during shipping and storage by packaging consistent with the method of transportation to assure delivery without damage or degradation of product quality.

**Specified Items.** Any deviation from the specified items set forth must be clearly indicated on the bid; otherwise, it will be considered that items offered are in strict compliance with these specified items, and the bidder will be held responsible thereof. Deviations from the specified items should be explained in detail. Determination of equivalency of deviation shall rest solely with the Town.

**Advertising.** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior written approval of the Town of Cary.