



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, October 01, 2018**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2019-01 EMERGENCY EQUIPMENT INSTALLATION

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or via e-mail at: lfuentes@cityofedinburg.com If you have any question or required additional information regarding specifications for this bid, please contact Lieutenant Octavio Reyes, at (956)289-7788.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **EMERGENCY EQUIPMENT INSTALLATION** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of EMERGENCY EQUIPMENT INSTALLATION as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in

INSTRUCTIONS TO BIDDERS (Continued):

accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

INSTRUCTIONS TO BIDDERS (Continued):

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

INSTRUCTIONS TO BIDDERS (Continued):

Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SPECIFICATIONS

The Edinburg police department is requesting Sealed Bids for the purpose of soliciting Sealed Bids from qualified vendors for the installation of emergency equipment in approximately twenty (20) 2018 Ford SUV Interceptors. For the purposes of this invitation to bid, the use of the words "Bidder" and "Vendor" have the same meaning. The Sealed Bid will be awarded in its entirety and will not allow line item separation.

The City of Edinburg reserves the right to reject all submissions and not to award the bid.

The City of Edinburg reserves the right to consider previous performance by a vendor and may be one of many factors in awarding the Sealed Bid to the most "Responsible Bidder".

All installations will be done in a secure and safe location within 45 miles of the Edinburg police department which is located at 1702 S. Closner Blvd., Edinburg TX 78539. For the purposes of establishing distance, the City will use a straight-line radius measurement utilizing reputable public GIS systems.

All vendors submitting a Sealed Bid must be able to demonstrate a safe and secure location in which police vehicles will be stored during the installation process. The Bidder's facility shall have a properly secured building or a fence enclosure around the entire property. Sealed Bids from vendors who are unable to demonstrate a secure facility will not be accepted.

The vendor's facility shall be located in an area which has been designated by the governing body as a location to conduct business and compliant with all zoning regulations of said governing body.

In order to provide timely installations, Bidders will be asked to certify the penalty clause on the Bidder's Submission Form for the following requirements:

1. Complete the installation process in its entirety within **ten (10) days** from the date the vendor accepts the police unit and equipment.
2. Certify the Vendor agrees to accept a **minimum of four (4) vehicles at a time for concurrent installations.**
3. Certify the Vendor agrees to a **delivery penalty of 7% for the first day after the 10th day; and a 2% increase per day for every additional day the unit has not been delivered. The delivery penalty will be deducted from the Unit Installation Price***. For example; a vehicle delivered on day 11, will be penalized a 7% penalty. On day 12 the penalty will increase to 9%, on day 13th, the penalty increases to 11% and so on.
4. Certify the Vendor agrees, upon notifying the police department of the completion of the complete unit equipment installation, the Vendor agrees to allow the department's representative to inspect the unit in order to correct, complete or address any installation issue(s) identified. The corrections shall be performed before the vehicle is returned to the police department and within the ten (10) day installation period.

**However, the penalty may be waived, if it shown there was a good cause beyond the vendor's control or responsibilities. The sole purpose of the penalty clause is to encourage the vendor to deliver the police units within the initial agreed 10 days.*

Any Bid Submission without the required initials and signatures on the Bidder's Submission Form, will be considered incomplete and will not be accepted or considered.

Any questions regarding the installation is the responsibility of the vendor. The vendor will be provided with a minimum of three department representatives along with the representative's cell phone number. Thus, providing a direct line of communication between the operational hours of 07:00 to 18:00 hours.

The police department will make reasonable accommodations for any Bidder wishing to make a physical inspection of current police units for the purpose of clarification. Any Bidder wishing to inspect a police unit at the Edinburg Police Department shall schedule the inspection twenty-four (24) hours in advance, through the Special Services Lieutenant at 956-289-7788.

Section I – wiring specifications

1. All wiring, split loom, fuse holders, fuses and installation materials must be new. No used materials will be acceptable. All fuse holders and fuses must be Bussmann™.
2. All wiring shall be General Purpose Thermoplastic Primary Wire meeting SAE J-1128 specifications, with operating tolerances -40° through 176° Fahrenheit. All wiring gauges and fuses shall comply with equipment manufacturing specifications.
3. All wiring harnesses and wiring will be contained in a flexible nylon convolute wire split-loom, impervious to a 300°f continuous temperature rating or greater. The department will not accept any installation, which leaves any wiring exposed without a protective wire loom and does not utilize Thermafix Crimps™. The installer shall also utilize spaded terminals with shrink tubing or insulated male and female push-ins. The intent of the Thermafix Crimps™, insulated male & female push-ins and shrink tubing, is to minimize metal exposure to environmental moisture or electrical contact, which could result in a short circuit or damage to equipment.
4. The vendor shall securely secure all split looms and wiring harness to the vehicle in a manner which will prevent the loom or harness being snagged by the day to day operations. A generous amount of plastic nylon rip ties, shall be used to secure all connections, looms and wiring harness. Whenever possible, all excess cabling shall be organized and secured in a manner to minimize visibility and accidental damage.
5. All wiring connections must be neatly organized and secured in the rear cargo area. All equipment cabling must also be secured in the rear cargo area in a manner which will protect them from any loose items thrown in the rear cargo area.
6. All wired connections shall utilize Thermafix Crimps™. Due to the heat in south Texas, the department will not accept connections which utilize tape.
7. Whenever possible, the installer shall utilize manufacturing channeling as a conduit to run wiring or cable harness. The use of the manufactures channeling provides protection to any wiring or harnesses.
8. Coban In-Car video systems will be installed as per manufacturer's recommendations. The Department will provide inspections of existing installations and provide supervision and direction of the initial installations for both systems (Titan 7 MVDT).
9. All inside equipment such as but not limited to: Police Radio, Radar Unit, Police Siren, In-Car Video System and MVDT, must be air bag deployment compliant. Console configurations and the attached equipment shall be kept below the manufactures air bag deployment zones. Any System which places itself or attached equipment within the air bag deployment zone will not be acceptable.
10. In order to aid the installer make an informed submission, the department will make existing unit(s) available for inspection by any prospective installer, prior to the opening date of this sealed quote.
11. The unit installation cost* is based on a complete installation per unit and not based on an hourly rate. Unit installation price shall include all cost associated with labor, parts and materials.
12. The following picture represent the Department's expectations. As illustrated all cables are neatly organized and secured with a generous number of zip ties or the use of split loom(s).



Section II –Equipment to be installed.

It is the intent of these specifications to keep installations uniformed and consistent installations to provide familiarity for the officers. For this reason, vendors are encouraged to physically inspect current installation prior to any bid submission. Once the sealed bid has been awarded, it will be the responsibility of the vendor to inspect a police vehicle prior to the first installation.

All equipment installed shall be installed as per manufacturer’s specifications. The vendor’s primary responsibility is to emphasize a safe environment for all occupants. Installation of any equipment shall always be consistent with that goal.

All twenty (20) 2018 Ford SUV Interceptors will be installed with the following equipment. Equipment will be noted as new or previously used equipment, or with specific notations.

1. Item # 1 – (New) Emergency light bars (Brooking Industries Axitech *Torrent* light bar or similar).



Light bars shall be programmed as per the department’s specifications.

2. Item #2. – (New) Fenix Fusion 800 light stick.



Light stick will be installed on the exterior of the SUV and programmed as programmed as per the department’s specifications.

3. Item # 3 – (New) Bumper mounted flood light (Kohree heavy duty 7800 lumen light or similar).



The heavy duty lumen light shall be mounted on the front push bumper on the driver's side as illustrated in picture below. Light bar shall be programmed to operate independently from all other lights such as take downs or flood lights. The intent of the light bar is to provide additional lighting once the patrol unit is stopped on a traffic stop or an accident/crime scene.

It is not intended to supplement emergency lighting or the use of strobes which may impair other motorist.

4. Item # 4 – (New) Exterior surface lights (Feniex Fusion surface lights or similar LED). (2) Two white surface



lights will be mounted on the front bumper as illustrated in the above picture facing forward. One (1) red surface light will be mounted on the driver's side exterior of the bumper as illustrated on the second picture. One (1) blue surface light will be mounted on the passenger side exterior of the bumper. The light will be programmed to flash alternating red and blue. All lights shall be programmed to strobe/flash as per the department's specifications.

5. Item # 5 – (New) Coban H1 In-Car Video System. Installation manual from Coban will be provided to the vendor who is awarded the bid. The installation consist of the following primary items, not listed are the cabling and miscellaneous items:
- a. Focus CPU – to be mounted on mounting tray in the rear cargo area.
 - b. Front camera – to be mounted facing the front windshield.
 - c. Back seat camera – to be mounted on officer/suspect partition facing rear seat.
 - d. GPS antenna, Coban Body Cam mounting cradle, Wireless Microphone cradle.
 - e. H1 monitor – to be mounted from the top of the ceiling roof.



6. Item # 6 – (New) Center console (Gamber & Johnson Console kits, model #7170-0166-01 or similar console). Center console shall be installed as per manufacturer's specification. In addition to the Coban H1 In-Car Video System a secondary tablet mount will be installed with the Gamber Johnson center console. The Tablet mount will also include a keyboard tray as illustrated below. Vendors should consider these factors in calculating cost related to the tablet mount and keyboard tray installation. The center console installation also includes installation of the police radio, siren control head, a key pad mount, blank face plates, cup holders, arm rest and other similar items. The lower portion of the console shall be configured with three (3) flat blank plates. The first plate should be $\frac{1}{2}$ " plate followed by (2) two 3" plates, followed by the cup holder, as illustrated.



7. Item # 7 – (New) Ticket Writer printer mount. – Havis Zebra RW420 printer mount and printer to be installed. Printer mount will be installed on the center console or officer/suspect partition and will be determined later.



8. Item # 8 – (Used) Mobile Police Radio – The mobile police radios being installed are police mobile radios currently in service. The police radios, Harris M7300 radios are single units and will be installed in the center console as illustrated in the photograph below. Installation cost should include radio (used), antenna (new), speaker (new) and cable harness (new). The police radio shall be wired with a “**Direct Power**” to the battery. Radio shall be configured as per the Department’s specifications.



9. Item # 9 – (New) Officer-suspect Partition (Setina model #8VS 50%-50% poly-wire mesh coated partitions with extensions or similar).



No gaps exceeding 1” from the top, 3” on the side and 4” on the bottom will be accepted. In addition, partition shall not interfere with side curtain air bags and seat belt safety systems.

10. Item # 10 – (New) Rear cargo barrier (Setina rear cargo partition – model #12VS vinyl coated expanded metal or similar).



The rear cargo barrier shall not interfere with side curtain air bags and seat belt safety systems.

11. Item #11 – (New) Setina vertical steel window guards or department approved equal.

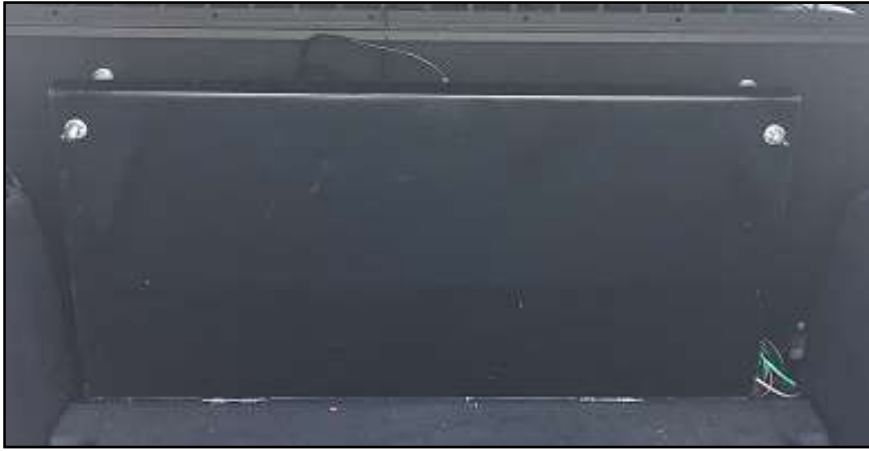


Vertical steel window barriers shall be installed as per manufacturer's specification. Window barriers shall not interfere with side curtain air bags and seat belt safety systems.

12. Item # 12 – (New) Transport Seating System: Setina transport seating solution with TPO with Center Pull or department approved equal.



13. Item # 13 – (New) Electronic equipment mounting plate:



Mounting plate shall be attached to the rear cargo partition and allow for the plate to swing open and lay flat on the cargo floor.

All secondary systems such as but not limited to: Cradle point modems, Coban CPU, UPS, siren, siren controller, fuse boxes will be mounted to the mounting plate as illustrated in the adjacent photographs. The second photograph, which is a wooden

mount is for illustration only. The photograph depicts a generous use of zip ties to organize and secure cabling.



The mounting plate will be mounted in the rear cargo area as illustrated below. The following components but not limited too will be mounted the mounting plate: CPU for the Coban Titan M7, Fenix siren control module, auxiliary power supplies, GPS. all cables, connectors and wiring shall be housed in protective split looms and in accordance to Section 1.

14. Item # 14 – (New) Siren Controller (Fenix Triton 100 Watt Siren). The Fenix control panel shall be mounted on the center console on the top-most position of the center console as illustrated below. The power distribution block for the siren shall be mounted on the rear electronic component mounting tray/plate in the rear cargo area as per manufacturer's specifications and as illustrated below. The siren program shall be programed as per Department's request. The speaker siren shall be mounted on the front bumper grill as illustrated in item # 3 on the passenger side of the bumper.



15. Item # 15 – (New) Anti-Theft SafeStop System –



16. Item # 16 – (New) Front bumpers with wing guards (Go Industries bumper and wings or similar).



17. Item # 17 – (New) Stripe kit installation. Stripe kits will be provided to the vendor. The vendor should only calculate labor. Please installation cost for the **roof numbers which are not visible** in the photographs.



18. Item # 18 – (New) Radar Unit with dual antenna (MPH Python or Similar). (New) Radar unit shall be mounted as illustrated below. The front facing antenna shall be mounted directly in front of the radar unit and not interfere with air bag deployment. The rear facing antennas shall be mounted in the rear cargo area as illustrated below.



19. Item # 19 – (New) Rifle Rack (Sky Rack model ELS-270 or similar).



Rifle racks will be installed overhead on the vehicle's Officer / Suspect partition and properly secured with U-Bolts.

Bidder's Submission Form

Item	Quantity	Description	Unit Price	Installation Price	Extended Price
1	20	Installation of emergency equipment as specified.			
Total					

Penalty clause certification and Bid Submission

Any Bid submission, without certifying and agreeing to the following four (4) stipulations will be considered an incomplete Bid submission and will not be accepted or considered. Please initial each stipulation and provide an authorized signature and date as requested.

1. Certify completion of the installation process in its entirety within **ten (10) days** from the date the vendor accepts the police unit and equipment. Initial _____

2. Certify the Vendor agrees to accept a **minimum of four (4) vehicles at a time for concurrent installations.**
Initial _____

3. Certify the Vendor agrees to a **delivery penalty of 7% for the first day after the 10th day; and a 2% increase per day for every additional day the unit has not been delivered. The delivery penalty will be deducted from the Unit Installation Price***. For example; a vehicle delivered on day 11, will be penalized a 7% penalty. On day 12 the penalty will increase to 9%, on day 13th, the penalty increases 11% and so on.
Initial _____

4. Certify the Vendor agrees, upon notifying the police department of the completion of the complete unit equipment installation, the Vendor agrees to allow the department's representative to inspect the unit in order to correct, complete or address any installation issue(s) identified. The corrections shall be performed before the vehicle is returned to the police department and within the ten (10) day installation period.
Initial _____

**However, the penalty may be waived, if it shown there was a good cause beyond the vendor's control or responsibilities. The sole purpose of the penalty clause is to encourage the vendor to deliver the police units within the initial agreed 10 days.*

Signature: _____
Date: _____

Vendors Name: _____
Printed Authorized Name: _____

Please submit in duplicate form.