



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, 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.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, November 02, 2015**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP No. 2016-003 POLICE APPAREL AND EQUIPMENT

If you have any questions or require additional information regarding this RFP, please contact Mr. Octavio Reyes, Police Lieutenant, at (956) 289-7700.

Hand Delivered RFP'S:

415 W. 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 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

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

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

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

SECTION I GENERAL INSTRUCTIONS

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

POLICE APPAREL AND EQUIPMENT

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response One (1) original marked "**ORIGINAL**," and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, 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.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent 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.

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for POLICE APPAREL AND EQUIPMENT as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service 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.

INDEMNIFICATION CLAUSE

(16) The Respondent 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

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

(18) 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 Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent 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 respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) 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.

RIGHT TO AUDIT

(22) 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.

VENUE

(23) 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.

CONFLICT OF INTEREST

(24) 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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

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.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep

such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) 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, 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.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, November 02, 2015 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"POLICE APPAREL AND EQUIPMENT"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent'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 respondent to receive any such addendum or interpretation shall not relieve such respondent 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.

RFP PREPARATION COSTS

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

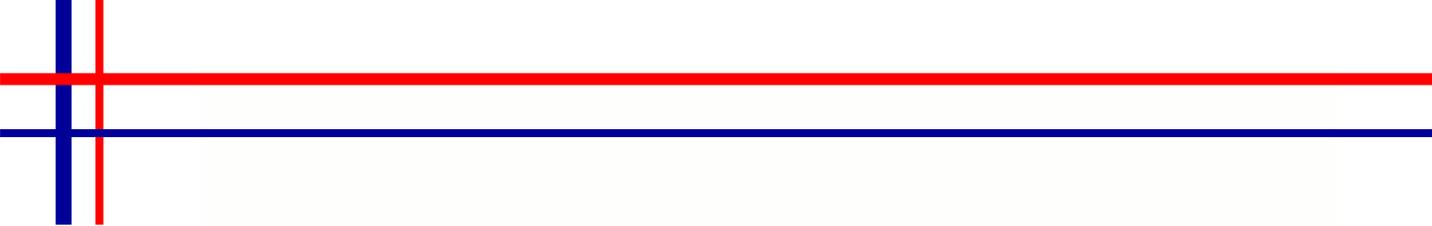
EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. 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 whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP 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 shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, 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.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.



THE CITY OF
EDINBURG



RFP 2016-003
Edinburg Police Department-Police Apparel & Equipment
Request for Proposals

SECTION I.
GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified companies with an interest in contracting to provide police apparel & equipment to the Edinburg Police Department located at 1702 S. Closner Bl., Edinburg Texas, listed in Appendix A of this RFP.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.



SECTION II RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from a qualified professional company to provide police wearing apparel, police equipment and services for the Edinburg Police Department located at 1702 S. Closner Blvd., Edinburg Texas. The proposal will be for the fiscal year 2015-2016, with an automatic (1) one fiscal year extension; unless either party decides to terminate the resulting contract by certified mail by September 1st, 2016.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation. The letter of representation shall include the history and financial stability of the vendor. The letter of representation shall also demonstrate the vendor's understanding and scope of delivery of police wearing apparel & equipment as it pertains to this RFP.

Product Comparison and availability – The Edinburg Police Department shall provide a line item listing of current wearing apparel & equipment being utilized (Attachment II). If a Vendor needs additional information regarding any item currently utilized, the Department shall make a reasonable effort in assisting the requesting vendor identifying the item in question. The requesting vendor shall e-mail Lorena Fuentes at lfuentes@cityofedinburg.com, who in turn will respond all Vendors with the clarification or information requested. The Vendor shall use the "Value Analysis Vendor's Submission" Form (Attachment VI). The purpose of the form is to provide a statement regarding the Vendor's ability to provide the same or a similar alternate product. If a vendor is unable to provide the exact item currently used item, the vendor shall provide a detailed description of the proposed item, to include manufacturer, item or model number. Vendor shall provide any information which will assist the Edinburg Police Department identifying the proposed alternate item. Any Vendor submitting a RFP also agrees to ship a sample item(s), if requested by the RFP review committee. Shipping expenses to the Edinburg Police Department will be the responsibility of the Vendor. The Edinburg Police Department shall be responsible for shipping charges to return the items.

- 2) **Personal Customer Service** – A detailed statement regarding how officer measurements will be obtained, to include the number of proposed fitting dates at the Edinburg Police Department located at 1702 S. Closner Blvd., Edinburg Texas.
 - a) Vendor shall also include a detailed statement regarding proper tailoring, exchanges, returns.
 - b) The statement should include what method will be used to measure officers (i.e. sample garments or tape measurement). How often will officers be measured and at what location.
 - c) The statement should address custom tailoring, proper fit and customer satisfaction



guarantee regarding proper fitting.

- d) The statement should address officers working shift work such as evenings and graveyard.
- e) The statement should also address Department customization on uniforms, such as patches, buttons, name embroidery and screen printing.
- f) The statement shall include delivery procedure to the Edinburg Police Department.
- g) The statement or RFP shall include a sample "Shipping Report" and how it will be affixed outside packages and provide a detailed description of the contents.
 - i) It is the Department's intent the shipping report include a detailed description of the contents the sale order number(s), the name of the Officer(s) requesting the item(s), a line item listing of the item(s), quantities, description of the item(s), unit price and extended price.
- h) A statement on how multiple packages shipped together for different Officers will be shipped and individually identified. The statement shall include a description of the packaging material which will be used and if the packaging material will be clear and easy to see through.
- i) A statement describing the package's label which will be affixed to individual package. The label shall be affixed to each package with a detailed description of its contents. Each package will be labeled individually with the minimum specifications: 4" X 2" label with a minimum 14 Arial Font which includes the Officer's name, quantities and description of items in the package. The following images are for illustration purposes only and vendors are encouraged to provide sample labels with the RFP for evaluation.



- 3) **Web Portal Configuration & Online Reports.** Upon submission and review of RFP, submitters. The vendor will be asked to provide an online web demonstration of the web portal to the RFP committee members. The following conditions shall be demonstrated and addressed in a written statement:
- a) A statement documenting the web portal secured encryption methodology used.
 - b) A statement and demonstration of acknowledgement agreeing to provide individual logon accounts per individual officers and the ability to limit purchases to only "Authorized Department Items".
 - c) Since uniformed officers will be given a \$500.00 yearly clothing allowance, Vendors shall

provide a statement documenting the Vendor's ability to track and limit purchases for the pre-determined period of time and fund balance by individual Officers. The statement shall also address any officer's wishing to make additional purchases after they exceed the City's clothing allowance.

- d) A statement and demonstration of acknowledgment agreeing to provide City or Department authorized personnel logon accounts with the ability to execute and view, print billing, audit, tracking reports. Vendors are encouraged to provide sample reports with the RFP & demonstrate reports during the web portal demonstration.
- e) Vendors are encouraged to supply sample reports with the RFP for review by City and Department personnel prior to the web portal demonstration.
- f) A statement detailing how Department administrators would add or delete specific items as an authorized item(s) and any appropriate charges to the City if applicable.
- g) A statement and demonstration reports which will be available to individual officers to view status of existing orders, previous orders and balance on their perspective accounts.

4) References – Provide a listing of (5) five Police or Fire Departments which the submitter has provided an online web portal within the last (5) five years. Provide the Department's name, contact person, phone number and email address.

5) **Value Analysis**- Please use the "Value Analysis Vendor's Submission" Form (Attachment VI) at the end of the RFP. The Department RFP committee members will use this form in order to evaluate price value among Vendors. Please use the Item No. on the submission worksheet and refer it to the corresponding number on the "Department's Item's currently utilized" worksheet in Attachment II. Vendors should circle if they are able to provide the current item used by the Department or if an alternate item will be proposed. If the vendor chooses to provide an alternate item, Vendors should provide enough detailed information so that the RFP committee can identify the proposed alternate item. Vendors submitting alternate further agree to the shipping terms as stipulated earlier in the "Product comparison and availability" section. Please include unit cost per proposed item. Low price will not be the sole factor in the vendor selection process. Price will be one of many factors in the vendor selection process. The unit price for uniforms, jackets, raincoats, traffic safety vest shall include all customization to include: tailoring, metal buttons, patch or stripe placement, embroidery, screen printing. Chevron patches for supervisors will be calculated outside the unit pricing and shall be listed as an individual item.

SECTION III **SELECTION AND SCHEDULES**

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

PROPOSAL RANKING: A selection committee composed of (3) three Police Officers with at least (8) eight years of experience as police officers within the Edinburg Police Department will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.



RFP SUBMITTED TO: An original and three (3) copies of RFPs should be submitted to:

**City of Edinburg
c/o City Secretary
415 West University
Edinburg, Texas 78541**

RFPs must be submitted by **no later than** 3:00 p.m. on Monday, November 2nd, 2015.

SECTION IV **GENERAL CONTRACT TERMS AND CONDITIONS**

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, THE CITY obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is evaluated and determined to be the greatest value to the City resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who



are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:



- a) Meet delivery or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and three (3) copies.**

SECTION V **VENDOR RFP EVALUATION**

RFP – EVALUATION: The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

25% Product comparison, availability

30% Personal Customer Service

25% Web Portal Configuration & Online Reports

5% References

15% Value analysis



EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

SECTION VII **AWARD OF CONTRACT, RESERVATION OF RIGHTS**

Final Selection and The CITY Council Approval: THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for Police Apparel & Equipment is subject to THE CITY Council approval.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs: This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity: If selected, company submitting proposal for Police Apparel & Equipment will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor: The company submitting proposal for Police Apparel & Equipment agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for Police Apparel & Equipment actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed: Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for Police Apparel & Equipment through individual Purchase Orders.



ATTACHMENT I
RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>=</u>	<u>Score</u>
1. Proposer's ability to provide item's currently used by the Edinburg Police Department, or similar item.	0-25	(25)	=	()
2. Proposer's demonstration and response to personal customer service.	0-30	(30)	=	()
3. Proposer's web portal configuration & online reports	0-25	(25)	=	()
4. Value analysis	0-15	(15)	=	()
5. References	0-5	(5)	=	()

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.



ATTACHMENT II
Items currently utilized by the Edinburg Police Department listing

Item No.	Item Description	Unit Cost
1	Blackinton Badge 1. Administration Style A4684, finish Hi-glo 2. Patrol Supervisor Style A4684, finish gold on silver 3. Officer Style A4684, finish Rhoglo	
2	Uniform shirts to include shoulder patches and metal buttons (Gold for Sergeant's & Silver for Officers). 1. Blauer 8610Z Navy short sleeve shirt. 2. Elbeco Z3314 Navy short sleeve shirt .	
3	Uniform pants to include custom striping. 1. Blauer 8650 Navy 4 pocket pants. 2. Elbeco E314 Navy pants.	
4	Long sleeve shirt to include shoulder patches and metal buttons (Gold for Sergeant's & Silver for Officers). 1. Blauer 8600Z Navy long sleeve shirt. 2. Elbeco Z3314 Navy long sleeve shirt.	
5	Summer Polo Shirt to include shoulder patch, badge patch and embroidery. 1. Blauer 8130 Navy short sleeve shirt. 2. Elbeco K5104 Navy short sleeve shirt.	
6	BDU Pant 1. Blauer 8810X Side pocket pants. 2. Elbeco E5724R RIP stop ADU pants.	
7	Turtleneck to include embroidery. 1. Blauer 8100X Navy blue with "EDPD" embroidered on color. 2. Elbeco 7700 Navy blue with "EDPD" embroidered on color.	
8	Tie – Samuel Broom Navy clip on tie	
9	Sam brown belt – Safariland Item No. 87-XX-6	
10	Holster – Safariland Item No. 6360-91-411 in STX black finish.	
11	Taser Holster – Blackhawk X-26	
12	Cuff case – Safariland Item No. Model 190 Hardshell STX finish / Black Snap.	
13	Handcuffs – Smith & Wesson Universal Handcuffs Mfg. # C864	
14	OC case – Safariland Item # 38-4-13PBL	
15	Magazine case – Safariland Item # 77-419-13PBL	
16	Radio pouch case – Safariland Item # 762-5-13	
17	Keepers set of four Safariland Item # 65-4-2	
18	Asp Case – Safariland Item 35-F26-13PBL	
19	Asp Baton - Monadnock 26" Autolock, black/chrome foam, PST	
20	Flashlight holder case – Safariland	
21	Flashlight - Streamlight Stinger DS LED	
22	Traffic vest – Visibility Enhanced Apparel VEA-549-ST – "POLICE" screen printed	
23	leather gloves - Hatch FriskMaster	
24	Rain coat – Gerber Typhoon Rain Jacket- "Police & Badge & Reflective Marking"	
25	Rain boots – Onguard knee boots, black in color	
26	Duty bag - Hatch Patrol Duty Bag D1	
27	Police hat – Bayly Inc police hat with Entenmann-Rovin Cap piece #362	
28	Heavy jacket - Gerber Thriller 71DX-L	
29	Chevron Sergeant stripes (Cost of the stripe and placement).	
30	Name Tag (Gold colored for supervisors & silver for officers).	



ATTACHMENT IV

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: _____
(Full, correct legal name)
- Address: _____

 - Telephone/Fax: _____
 - Email address: _____
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
- Yes____ No____
3. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
4. Where is the Company's corporate headquarters located? _____
5. a. Does the Company have an office located in Edinburg, Texas?
- Yes____ No____
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
- _____ (years) _____ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.



Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.



ATTACHMENT V

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for NETWORK EQUIPMENT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Cover letter Statement	
Product Comparison and availability Statement	
Personal Customer Service Statement	
Web Portal Configuration & Online Reports.	
References	
Value Analysis	
1 Original* and 3 Copies of Submittal	



**Attachment VI
Value Analysis Vendor's Submission**

Item No.	Item Description	Please Circle one	Unit Cost
1	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
2	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
3	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
4	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
5	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
6	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____
7	1. Vendor is able to provide the same item 2. Vendor is unable to provide the same item and is proposing alternate item: Manufacture: _____ (Manufacturer No., Model No., Style No.) _____	Yes Alternate	_____



8	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
9	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
10	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
11	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
12	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
13	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
14	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
15	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>



16	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
17	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
18	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
19	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
20	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
21	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
22	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
23	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>



24	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
25	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
26	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
27	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
28	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
29	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>
30	<p>1. Vendor is able to provide the same item</p> <p>2. Vendor is unable to provide the same item and is proposing alternate item:</p> <p>Manufacture: _____</p> <p>(Manufacturer No., Model No., Style No.) _____</p>	<p>Yes</p> <p>Alternate</p>	<p>_____</p>

