

Bid Specifications

Solicitation 20-10

Police Vehicle Upfitting

Bid Designation: Public



Town of Addison

Bid 20-10 Police Vehicle Upfitting

Bid Number	20-10
Bid Title	Police Vehicle Upfitting
Bid Start Date	Nov 19, 2019 9:44:56 AM CST
Bid End Date	Dec 10, 2019 2:00:00 PM CST
Question & Answer End Date	Dec 6, 2019 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED.



Town of Addison, Texas
Request for Proposal (RFP)
RFP 20-10
Police Vehicle Upfitting

Proposals are due by December 10, 2019
2:00 P.M. local time

**FINANCE DEPARTMENT / PURCHASING DIVISION**

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001
(972) 450-7091 – Fax (972) 450-7065

REQUEST FOR PROPOSALS

The Town of Addison General Services Department is accepting proposals from all qualified and interested parties for the upfitting of Police Department vehicles. The Town of Addison seeks a vendor to provide and install new and unused after-market emergency equipment and accessories for eighteen (18) 2020 Chevrolet Tahoe's, and decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoe's. The Police Department vehicle accessories are standardized for compatibility and inventory purposes. Unless otherwise noted, no substitutions will be accepted. Vendor will provide all applicable equipment and services to install and make operable a system that is compliant with the State of Texas and Town of Addison codes.

Proposal Number: 20-10

Proposal Name: Town of Addison- POLICE VEHICLE UPFITTING 20-10

Proposals Due: December 10, 2019 2:00 pm local time
Addison Finance Building
5350 Belt Line Road
Dallas, Texas 75254

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

Questions concerning the RFP are to be asked via www.Bidsync.com. This insures everyone sees the same questions and answers.

**TOWN OF ADDISON
REQUEST FOR PROPOSALS NO. 20-10
POLICE VEHICLE UPFITTING**

INTENT

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the installation to provide new and unused after-market emergency equipment and accessories for eighteen (18) 2020 Chevrolet Tahoe's and decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoe. The Police Department is seeking a turn key solution for Police Patrol Vehicle upfitting. All vehicle accessories are standardized for compatibility and inventory purposes. Unless otherwise noted, no substitutions will be accepted. In addition, vendors shall submit an estimated timeframe to complete the installation in number of business days.

AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

REQUIREMENTS FOR RFP NO. 20-10

- Bidders must employ technicians with experience successfully performing similar work.
- Bidders must be registered to do business in the State of Texas.
- Bidders must warranty labor for a minimum of one year.

PROPOSAL EVALUATION PROCESS

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed system
- Reasonableness of costs to install and operate

Proposals shall be kept confidential until a contract is awarded.

MAXIMUM PROPOSAL GRADE IS 100 POINTS

30 Points:

- Ability of the equipment to meet the Town's requirements. Ease of use and operation of the system.

50 Points:

- Total cost, with consideration of both acquisition cost as well as ongoing operational costs.

20 Points:

- Experience in performance in comparable projects, ability to support user's needs, results of reference checks, level, quality and type of training and technical assistance provided.

Evaluation Criteria

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the Town of Addison.
- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

INSTRUCTIONS TO PROPOSERS

1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Dallas, TX 75254 to the attention of Wil Newcomer by **December 10, 2019, 2 pm local time.** Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with Proposal number and Name (**RFP 20-10 Police Vehicle Upfitting**). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Any addendums will be posted via www.Bidsync.com. It is the sole responsibility of the vendors to check for addendums.

3.0 TAXES

- 3.1 All proposals are required to be submitted **without** State Sales tax. The Town of Addison is exempt from payment of such taxes.

4.0 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS

- 4.1 The Work of Project is defined by the Contract Documents and consists of the following:
 - 4.1.1 Provide and deliver after-market emergency equipment and accessories, as outlined for eighteen (18) 2020 Chevrolet Tahoe's.

- 4.1.2 Remove specified equipment from Ford Interceptor Police Patrol vehicles that are being removed from service.
- 4.1.3 Upfit new Police Department vehicles being put into service by installing new equipment and equipment removed from decommissioned vehicles.
- 4.1.4 Furnish & provide for proper execution and completion of work as required by the Contract Documents all: New Equipment, decommissioned equipment, and vehicle decaling shall be covered by the contract documents.
- 4.1.5 Configuration schematic and prototype installations for review and sign off by appropriate Town representatives, including mock-up photos or CAD drawings and site visits.
- 4.1.6 Contractor will be responsible for supplying appropriate wiring, fuses, and connector as well as wiring diagrams for vehicles.

5.0 SCOPE OF WORK

- 5.1 Provide and deliver after-market emergency equipment and accessories, as outlined in the bid for eighteen (18) 2020 Chevrolet Tahoe's. Limited upfitting will be designated for **(1)** unit of equipment and shall be defined in section 6.0 Product Options
- 5.2 Warranty shall be a minimum one-year; however, where a standard manufacturer's warranty may exceed one year, the greater warranty shall be provided.
- 5.3 Contractor must provide a wiring diagram with their first completed build and must follow that diagram for all similar builds. Variations must be approved in advance, in writing, by Town.
- 5.4 Provide and deliver after-market emergency equipment and accessories, as outlined in the bid for eighteen (18) 2020 Chevrolet Tahoe's.
- 5.5 Remove specified equipment from Police Department vehicles that are being removed from service. Upfit new Police Department vehicles being put into service by installing new equipment and equipment removed from decommissioned vehicles.
- 5.6 Contractor will be responsible for supplying appropriate wiring, fuses, and connector as well as wiring diagrams for vehicles.
- 5.7 Contractor will be responsible for providing uniform decaling on all vehicles. The vector file of decaling scope will be available.

6.0 PRODUCT OPTIONS

- 6.1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
- 6.2 Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- 6.3 All fuses for equipment must be labeled and included in wiring diagrams.

6.4 Decommissioned Items

- 6.4.1 Uninstall the following items from (16) decommissioned vehicles and reserve for installation on new vehicles.

6.4.1.1 Complete Upfitting Equipment Transfer List

Quantity	Equipment
16	Setina Gun Mount System
16	Harris Radio System
16	Coban In-Car Video System
16	Zebra Printer
16	D&R trunk Mounted Storage Unit
16	MDC dock
16	PA mic clip

6.4.2 Limited Upfitting Equipment Transfer list

Quantity	Equipment
1	Harris Radio System
1	COBAN In-Car Video System
1	Whelen rear deck lights (Slimlighter) (SLPMMBR)(SN: C0749789)
1	MDC Dock
1	PA Mic Clip

- 6.4.3 All additional equipment will be uninstalled and left in the decommissioned unit. Additional equipment will include any of the following that is not reserved for installation on new vehicles:

- 6.4.3.1 Any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.

6.4.4 Remove all decals from decommissioned unit.

6.5 NEW Equipment

6.5.1 Install the following items on new builds:

2020 Tahoe Upfitting Equipment List			
Equipment	Description	Part Number	Quantity
Lights			
Light bar	Legacy 54" RED/BLUE	GB2SP3J	1
Strap kit	WEC 2015+ Tahoe	MKEZ93	1
CenCom Carbide	with Traffic Advisor	CCSRNT5	1
Carbide Control Head		CANCTL7	1
Carbide Veh Specific	Install Kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthouse	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud		2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	Smoked End Dome	WEC-GB2ENDX	2
Smoked Lens	Smoke Center Dome	WEC-GBCNTX	1
Smoked Lens	Smoke Lens Divider	WEC-GBDIVIDX	1
Smoked Lens	Red/Driver Smoked lens for RPLS45	OEIONRX	3
Smoked Lens	Blue/Pass Smoked lens for RPLS45	OEIONBX	3
Fog light mounting kit		M4CT15B	1
Distribution Panel/Timers	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
Push Bumper			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	
Sirens			

2nd 100w Speaker	Whelen 122DB siren	SA315P	1
Mount Bracket	for 2nd speaker	SAK9	1
WEC Control	WC Expansion Module	CANEM16	1
WEC External Amplifier		CCSRN4DA	1
Howler	Low Frequency Siren	HWLUNI	1
Howler Installation	Bracket	HWLRB20	0
Computer Equipment			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1
IntelliSkin Case	Smasung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
Interior Equipment			
Cage	1/2 Slider Poly Window w Metal Insert	P5714T15A	1
rear seat	PG Rear Seat/Barrier/Belts	S5705T150SB	1
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Window Barrier	Poly barrier-sold in pairs	WBP57NPT15	1
Magnetic Mic	Mic holder	MMSU-1	1
MISC	loom,wire,hardware,connectors,breaker		
Graphics	Town Approved Decaling		
Installation Labor			
Freight Delivery			

7.0 TASKS/DELIVERABLES

- 7.1 Each contractor must provide a wiring diagram with their first completed build and must follow that diagram for all similar builds. Variations must be approved in advance, in writing, by Town.
- 7.2 All (17) Fully Upfitted vehicles must have ALL new equipment and specified transfer equipment installed and operational in order to be accepted as complete.

Complete Vehicle Upfitting

Equipment	Description	Part Number	Quantity
Lights			
Light bar	Legacy 54" RED/BLUE	GB2SP3J	1
Strap kit	WEC 2015+ Tahoe	MKEZ93	1
CenCom Carbide	with Traffic Advisor	CCSRNT5	1
Carbide Control Head		CANCTL7	1
Carbide Veh Specific	Install Kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthouse	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud		2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	Smoked End Dome	WEC-GB2ENDX	2
Smoked Lens	Smoke Center Dome	WEC-GBCNTX	1
Smoked Lens	Smoke Lens Divider	WEC-GBDIVIDX	1
Smoked Lens	Red/Driver Smoked lens for RPLS45	OEIONRX	3
Smoked Lens	Blue/Pass Smoked lens for RPLS45	OEIONBX	3
Fog light mounting kit		M4CT15B	1
Distribution Panel/Timers	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
Push Bumper			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	
Sirens			
2nd 100w Speaker	Whelen 122DB siren	SA315P	1
Mount Bracket	for 2nd speaker	SAK9	1
WEC Control	WC Expansion Module	CANEM16	1
WEC External Amplifier		CCSRN4DA	1
Howler	Low Frequency Siren	HWLUNI	1
Howler Installation	Bracket	HWLRB20	0

Computer Equipment			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1
IntelliSkin Case	Samsung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
Interior Equipment			
Cage	1/2 Slider Poly Window w Metal Insert	P5714T15A	1
rear seat	PG Rear Seat/Barrier/Belts	S5705T150SB	1
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Window Barrier	Poly barrier-sold in pairs	WBP57NPT15	1
Magnetic Mic	Mic holder	MMSU-1	1
Transfer Equipment			
	Setina Gun Mount System		
	Harris Radio System		
	Coban In-Car Video System		
	Zebra Printer		
	D&R trunk Mounted Storage Unit		
	MDC dock		
	PA mic clip		
MISC	loom,wire,hardware,connectors,breaker		
Graphics	Town Approved Decaling		
Installation Labor			
Freight Delivery			

- 7.3 All (1) Limited Upfitting vehicle must have ALL new equipment and specified transfer equipment installed and operational in order to be accepted as complete.

Limited Upfitting Equipment			
Equipment	Description	Part Number	Quantity
Lights			
Inner Edge XLP	interier lightbar	IX45UFZ	1
Amp Control	WEC Carbide OBDII interface	CCSRN5	1
Control Head	Push button control head	CANCTL7	1
Install kit	Carbide install kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
WEC Module	expension module	CANEM16	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthead	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud	PMP2WSSDB	2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	wec, oeionrx,red ion,		3
Smoked Lens	wec, oeionrx,blue ion,		3
Fog light mounting kit		M4CT15B	1
Distribution Panel/Timers	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
Push Bumper			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	1
Computer Equipment			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1

IntelliSkin Case	Samsung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
Interior Equipment			
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Magnetic Mic	Mic holder	MMSU-1	1
Transferred Equipment			
Harris Radio System			
Coban In-Car Video System			
Whelen rear Deck Lights (Slimlighter)	(SLPMMBR)(SN: C0749789)		
MDC Dock			
PA mic clip			
MISC	loom,wire,hardware,connectors ,breaker		
Instalation			
Freight			

7.4 Label all fuses.

7.5 Provide uniform decaling that adheres to decaling specified by Town.

7.5.1 Must include recognition logo. Logo shall be placed on rear drivers' side of vehicle lift gate.

8.0 CONTRACTOR'S DUTIES

8.1 Furnish & provide for proper execution and completion of work as required by the Contract Documents all:

8.1.1 Labor, materials and equipment.

8.1.2 Other facilities and services necessary for proper execution and completion of the work.

8.2 Provide schedule of installation based on scope of work and adhere to installation dates as specified in contract.

8.3 Give required notices.

- 8.4 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- 8.5 Contractor must not operate Town radios, computers, or other electronic equipment without prior authorization from the Town.
- 8.6 Installation of components must not interfere with function, fit, finish, appearance or performance of vehicle. Mountings must secure components in a manner that prevents the components from being jostled about and sustaining damaged during vehicle travel.
- 8.7 The Town is seeking a high level of quality assurance in order to maximize vehicle uptime. Contractor shall address warranty expectations, quality assurance measures, and any necessary training needed for maintaining components and upfitted vehicles.
- 8.8 Contractor shall advise of training requirements needed for operation of upfitted vehicles.
- 8.9 Contractor will advise on workflows and timelines for upfitting activities. Contractor may suggest workflows for designing configurations to meet Town requirements, and for efficient and effective installations.
- 8.10 The Contract shall cover vehicle delivery to the Upfitter, and from the Upfitter to the Town of Addison Police Department (4798 Airport Pkwy. Addison, TX 75001).
- 8.11 Contractor will advise on workflows and timelines for upfitting activities. Contractor may suggest workflows for designing configurations to meet Town requirements, and for efficient and effective installations.

9.0 PROPOSING

- 9.1 Proposers are instructed to consider the following factors in preparation of your proposal:
 - 9.1.1 Proposals shall remain firm for a period of **60** calendar days after the scheduled bid opening.
 - 9.1.2 Proposers are instructed to include all necessary charges, related to this proposal.
 - 9.1.3 All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
 - 9.1.4 The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 9.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be

opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

10.0 AWARD OF CONTRACT

- 10.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities.
- 10.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.
- 10.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

11.0 PROPOSAL FORMAT

To assure consistency, proposals must conform to the following format:

Introduction

This section should contain your understanding of the Town's needs and objectives.

Descriptive Literature

Describe, in detail, the system you propose to install in each building, if the two buildings are a connected or independent system and your recommendation and reasoning. Provide complete descriptive literature for the substantial items in the system. Include a detail list of the scope of work to be performed. Outline the timeframe you propose to complete the project. Note any equipment that you intend to reuse, if any, from the existing system.

References

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided a similar system. Please include organization name, address, telephone number and contact person.

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding vendor's performance and reliability. Responses to these questions will be considered in the evaluation process.

Fee Structure

Provide a fee schedule for your services. Include in this fee schedule a “turnkey” lump sum cost for all products, labor, installation, materials, transportation and any other cost associated with this scope of work. Also provide itemized, by vehicle, a cost breakdown.

Project Timeline

Provide a project timeline that shall include a schedule of installation and completion for project if awarded.

Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

12.0 INSURANCE REQUIREMENTS

12.1 See attached.

12.2 Contractor shall provide the following endorsements:

- i. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.
- ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions and severability of interest clauses.
- iii. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, and all liability policies with respect to the worker's compensation insurance and all other insurance policies
- iv. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- v. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

- vi. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - vii. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - viii. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
 - ix. Insurance must be purchased from insurers that are financially acceptable to the Town.
- 12.3 All insurance shall be purchased from an insurance company, which meets the following requirement:
- i. Must be issued by a carrier, which is rated “A–” or better by A.M. Best’s Key Rating Guide.
 - ii. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.
- 12.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it’s authorized agent and shall contain provisions representing and warranting the following:
- i. The company is licensed and admitted to do business in the state of Texas.
 - ii. The Texas State Board of Insurance has approved the company’s forms.
 - iii. Sets forth all endorsements as required above.
 - iv. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

13.0 NON-DISCRIMINATION POLICY

- 13.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 13.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

- 13.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

14.0 PAYMENT FOR SERVICES

All invoices shall be address to:

Town of Addison, Accounts Payable

P.O. Box 9010

Addison, Texas 75001-9010

Attention: General Services- POLICE VEHICLE UPFITTING

- 14.1 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.
- 14.2 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.
- 14.3 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.
- 14.4 Ten-percent (**10%**) retainage shall be withheld until 40 days after Final Completion and acceptance. All warranties and guarantees shall commence from the date of the final acceptance. No interest shall be due the Contractor on any partial or final payment, or on the retainage.
- 14.5 If the Contractor fail to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of **\$500** for each calendar day of delay until the Work is completed or accepted. The liquidated damaged will be applied for the overall project completion schedule.

REQUEST FOR PROPOSAL STATEMENT AND SUBMISSION CHECKLIST

PROPOSER: _____
Company Name

ADDRESS: _____
Number & Street City, State, Zip Code

PROJECT: Police Vehicle Upfitting

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signature _____
Contractor/Proposer

Date _____

Print Name _____
Contractor/Proposer

Title _____

Items to be furnished (4 copies):

- A. Request for Proposal Statement**
- B. Qualification of Proposer Statement**
- C. Certification of Compliance with terms and conditions of RFP (signed)**
- D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")**
- E. Proposed Scope of Work**

To be completed and furnished by appropriate Insurance Agent:

- A. Insurance Requirement Affidavit**

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES _____ I agree. NO _____ Exceptions noted below:

Signature _____ Date _____
Contractor/Proposer

Print Name _____
Contractor/Proposer

Title _____

EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

REFERENCE LIST

(Enclose in a sealed envelope marked "Reference List – Confidential")
Minimum five (5)

NAME OF ORGANIZATION CONTACT NAME PHONE # SQ. FEET TYPE*

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

PROPOSED SCOPE OF WORK
(Attach proposal and fees)

**RFP #20-10 Police Vehicle Upfitting
INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Phone Number of Agent

Address of Agency

City, State, Zip

Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named

on this _____ day of _____, 2019.

Notary Public

Note to Proposer:

This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.

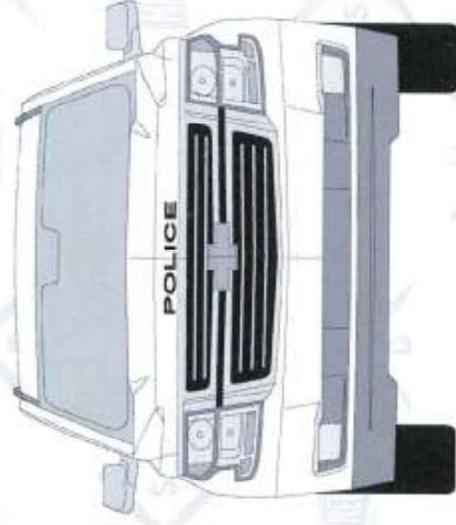
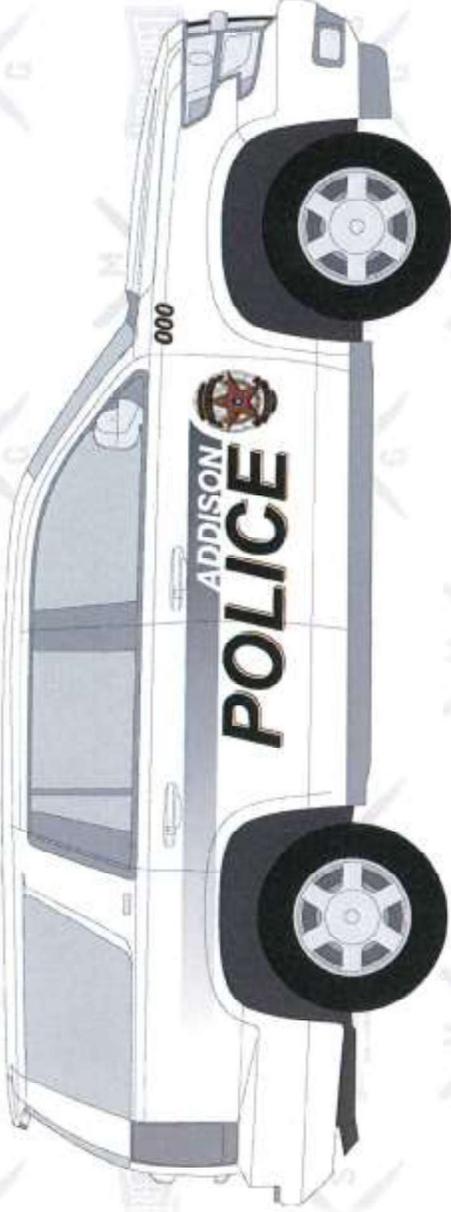
Note to Agent:

If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091.

**SAMPLE FORMS
ATTACHED;**

(PAGE LEFT BLANK)

TAHOE KIT



*Customer must approve proof via email before job can proceed into the production stage; final product/installation will follow the above image. Main Street Signs and Graphics is not responsible for any omissions, placement, sizing or typographic errors after proof has been approved by the customer. Colors on your proof are only a close representation of the final printed graphics and may vary depending on your monitor's brightness, contrast and color adjustment settings. If specific color matching is critical, we strongly recommend ordering a color spotcheck print out. If color is unsatisfactory on print without a printed color spotcheck print out, prints can be reproduced at an additional cost. **04/19/2019 8:45 AM** low 3-5 business days for artwork production. In-house or on-site installation must be scheduled in advance.

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier 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 Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. 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. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. 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.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers’ Compensation Employers’ Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

- 2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- 3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:



Interested Parties

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 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

Question and Answers for Bid #20-10 - Police Vehicle Upfitting

Overall Bid Questions

There are no questions associated with this bid.