

THE CITY OF MIDLAND

SPECIFICATION

26005331

Sale of Radio Communication Equipment & Accessories

RFB No.

SURPLUS RADIO COMMUNICATIONS EQUIPMENT SALE

1. SCOPE OF SALE

The City of Midland is soliciting sealed bids for the purchase of surplus and used Radio Communications Equipment, primarily consisting of Harris public safety radio systems, accessories, installation hardware, infrastructure equipment, and related communications components that have been removed from service as part of system modernization and replacement initiatives.

The equipment is offered for sale on an **"AS-IS, WHERE-IS"** basis without warranty of any kind.

The inventory includes approximately **7120 individual items** across multiple equipment categories, including but not limited to:

Chargers & Power Accessories

- Desktop Chargers
- Portable Batteries
- Power and charging accessories

Mobile Radios & Mobile Transceivers

- Harris M7100 Mobile Transceivers
- M7300/M5300 Mobile Transceivers
- Harris XG-75M/M7300/M5300 35W Mobile Radios
- Harris XG-100 Portable/Multi-Band Radios
- Mobile radio installation hardware and accessories

Portable Radios

- Harris XG-25 Portable Radios
- Harris XG-75 Portable Radios
- Harris XG-75 Yellow Portable Radios
- Harris XG-45 Portable Radios

Control Heads & Radio Controllers

- Harris Control Heads
- MACOM Control Heads
- Jaguar Control Heads
- Associated mounting hardware

Microphones & Audio Equipment

- Harris Mobile Microphones
- Harris Portable Microphones
- Harris XG-25 Mobile Microphones

- OTTO Portable Microphones
- OTTO 500 Portable Microphones
- MACOM Mobile Microphones
- Jaguar Portable Microphones

Speakers & Audio Accessories

- Harris Speakers
- Mobile Speakers
- Speaker Connectors
- Speaker Mounts

Portable Radio Accessories

- Portable Batteries
- Portable Antennas
- Belt Clips
- Button Clips
- Portable Holsters
- Dust Covers
- Stubby Antennas

Mobile Radio Installation Hardware

- Dash Mounts
- KT008608 Mounts
- FP-Georion Mounts
- Remote Mounts
- Mobile Antennas
- Antenna Cables
- Microphone Clips
- Miscellaneous Mounting Hardware

Base Stations & Infrastructure Equipment

- M/A-COM Base Radio
- Site Racks
- Tower Site Racks
- Smart Sirens
- Tower Antennas
- Tower Site Equipment
- Tower Top Site Equipment

GPS & Timing Equipment

- Trimble Equipment and Accessories

Cabling & Connectivity Components

- CAM Cables
- Antenna Cables
- Speaker Connectors
- Associated RF and communications cabling

Miscellaneous Communications Equipment

- Mobile Radio Kits
- Holsters
- Hardware Accessories
- Miscellaneous Communications Support Equipment

Inventory Quantities

The inventory currently includes approximately:

QUANTITY OF ITEMS	TYPE OF ITEMS	QUANTITY OF ITEMS	REMARKS
1	XG-25M DES ENCRYPTION	31	MOBILE TRANSCEIVER
2	UNITY (FOR FIRE)	13	MOBILE TRANSCEIVER
3	XG-75M/M7300/M5300, 35W	70	MOBILE TRANSCEIVER
4	XG-100 TRANSCEIVER	55	MOBILE TRANSCEIVER
5	M7100 (NEW IN BOX)	34	MOBILE TRANSCEIVER
6	MACOM CONTROL HEAD	197	CONTROL HEADS
7	HARRIS CONTROL HEAD	178	CONTROL HEADS
8	TRANSMISSION IMPAIRMENT MEASURING SET	11	TRANSMISSION IMPAIRMENT MEASURING SET
9	POWER SUPPLY	1	POWER SUPPLY
10	M7100 TRANSCEIVER	153	
11	M7300/M7533 TRANSCEIVER	191	MOBILE TRANSCEIVER
12	MOBILE ANTENNA	111	
13	DESKTOP CHARGERS	581	
14	SPEAKERS	453	
15	FIRE XG-75 PORTABLE (YELLOW)	116	
16	XG-75 PORTABLE (BLACK)	219	
17	XG-95 PORTABLE	20	
18	XG-75e NO KEYPAD	9	
19	XG-25 PORTABLE	242	
20	MACOM HARRIS CONTROL HEAD	54	
21	MACOM TRANSCEIVER WITH CONTROL HEAD	8	
22	MACOM TRANSCEIVER WITHOUT CONTROL HEAD	1	
23	MOBILE MICROPHONE (L BEND)	283	
24	MACOM MOBILE MICROPHONE	165	

QUANTITY OF ITEMS	TYPE OF ITEMS	QUANTITY OF ITEMS	REMARKS
25	KT008608 MOUNTS	262	
26	FP-GEORION MOUNTS	30	
27	KT-80310 MOUNTS	36	
28	HAVIS CONTROL HEAD MOUNTS	146	
29	13056 MOUNTS	13	
30	RANDOM MOUNTS	30	
31	FM-104859 MOUNTS	502	
32	XG-25 MOBILE (IN BOX)	20	
33	TRIMBLE	79	
34	TRIMBLE WIRING	12	
35	MISC CUT UP TOWER CABLING		
36	MOBILE ANTENNA CABLE	17	
37	TRANSCEIVER CABLE	30	
38	5300 IN BOX	3	
39	PORTABLE BATTERY BELT CLIPS	320	
40	PORTABLE ANTENNA	495	
41	MOBILE MICROPHONE BUTTON MOUNT	59	
42	MOBILE SPEAKER TRANSCEIVER SPEAKER CONNECTOR	168	
43	BATTERY BELT CLIP BUTTON	54	
44	HELIAX (R) CABLE	84	
45	ZERO PORTABLE HOLSTER	22	
46	14011-001-03 RADIO HOLSTER	40	
47	14035-4201-01 PORTABLE HOLSTER	8	
48	PORTABLE BATTERY	868	
49	XG-45 PORTABLE	14	
50	MACOM BASE RADIO	7	
51	JAGUAR PORTABLE MICROPHONE	34	
52	PORTABLE MICROPHONE	346	
53	WHELEN MICROPHONE	12	
54	YELLOW OTTO PORTABLE MICROPHONE	20	
55	XG-25 MOBILE MICROPHONE	193	
	TOTAL ITEMS	7120 approx	

Detailed equipment listings and quantities are provided in the above table – **Inventory Quantities**.

Sale Requirements

The City prefers to sell the inventory as a **single lot sale**. However, the City reserves the right to accept, reject, negotiate, or award bids in a manner deemed to be in the best interest of the City.

The successful bidder shall purchase all awarded equipment and shall be responsible for:

- Loading and removal of equipment
- Transportation and shipping
- Packaging and handling
- Permits and regulatory compliance
- Labor and equipment required for removal
- Disposal of unusable materials

All costs associated with pickup and removal shall be borne solely by the successful bidder.

Equipment Inspection

Prospective bidders are strongly encouraged to inspect the equipment prior to submitting a bid. Equipment inspections shall be scheduled through the City of Midland's designated representative.

The City makes no warranties or representations regarding:

- Operational condition
- Functionality
- Completeness
- Merchantability
- Fitness for a particular purpose
- Software licensing
- Programming status
- Encryption capability

All equipment is sold strictly "**AS IS, WHERE IS**", with no guarantee expressed or implied.

2. BIDDER CONTACT:

All potential bidders shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

All bidders on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

3. DEFINITIONS

3.1. OWNER

City of Midland

3.2. CONTRACTOR

Successful Bidder

4. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified and the sheet(s) are signed.

Requirement	Vendor Comment
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4.1. <u>PAYMENT</u>	
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4.1.1. Monetary - Cash	
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4.1.1.1. Successful bidder(s) will make a monetary cash payment for the inventory items.	
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4.2. <u>GENERAL</u>	
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4.2.1. Inspection	
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4.2.1.1. Bidders will be able to inspect the Radio Communication Equipment & Accessories by contacting	
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| <ul style="list-style-type: none">- Alicia Lee at 432-234-2361 or email at alee@midlandtexas.gov (preferred)- Andrew Clifton at 432-701-8212 or email at aclifton@midlandtexas.gov- Mansoor Chaudhary at 432-685-7187 or email at mmansoor@midlandtexas.gov | |
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4.2.3. Delivery:	
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4.2.3.1. Successful bidder shall take delivery of the Radio Communication Equipment & Accessories upon finalizing all required paperwork.	
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5. WARRANTY

5.1. <u>NO WARRANTY</u>	
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5.1.1. THIS CHRISTMAS RADIO COMMUNICATION EQUIPMENT & ACCESSORIES ARE SOLD “AS IS, WHERE IS”. THE CITY OF MIDLAND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE ITEM BEING SOLD.	
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5.1.3. ALL SALES ARE FINAL.	
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6. BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT.

THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. WAIVER:

BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
- 2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
- 4. AWARD OF THE CONTRACT.**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).