

CITY OF STARBASE, TEXAS

REQUEST FOR PROPOSALS

RFP 26-03

POLICE PATROL VEHICLES

Tesla Cybertruck Platform, Fully Upfitted

with Options for Additional Patrol Vehicles and Fire Department Vehicles

Proposals Due / Opening	Monday, October 26, 2026 at 10:00 a.m. Central Time
Submit To	Electronically – here
Questions Deadline	Monday, October 19, 2026 at 5:00 p.m. Central Time
Single Point of Contact	Cayetana Polanco, City Administrator, cayetana.polanco@starbase.texas.gov
Method	Competitive sealed proposals (Tex. Loc. Gov't Code Ch. 252)
Issued	October 10, 2026

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1. Notice and Schedule

The City of Starbase, Texas ("City") will receive sealed proposals for **RFP 26-03, Police Patrol Vehicles: Tesla Cybertruck Platform, Fully Upfitted** (ten (10) vehicles, with options to purchase up to twenty (20) additional patrol vehicles and up to ten (10) fire department vehicles). Proposals must be submitted **electronically** through [this link](#) until Monday, October 26, 2026 at 10:00 a.m. Central Time. Late proposals will not be considered. Proposals will be opened after the due time without disclosing their contents to other proposers. Proposal contents remain confidential until award, and trade secrets and confidential information in proposals are not open for public inspection even after award (Tex. Loc. Gov't Code §252.049). The City will award to the responsible proposer offering the best value under the weighted criteria in Section 6, and may reject any and all proposals. RFP documents and addenda: [here](#).

This notice will be posted at City Hall and on the City's website, and published in the **Brownsville Herald**, on Saturday, October 10, 2026, at least 14 days before proposals are opened (Tex. Loc. Gov't Code §252.041). It will be published in the Herald again on Saturday, October 17, 2026.

City of Starbase, Texas: Cayetana Polanco, City Administrator

Event	Date / Time (Central Time)
RFP released (City website)	Saturday, October 10, 2026
Notice posted at City Hall; first newspaper publication	Saturday, October 10, 2026
Second newspaper publication	Saturday, October 17, 2026
Written questions and approved-equal requests due	Monday, October 19, 2026, 5:00 p.m.
Final addendum issued	Wednesday, October 21, 2026
Proposals due (electronic)	Monday, October 26, 2026, 10:00 a.m.
City Commission consideration of award (target)	Wednesday, October 28, 2026
Target notice to proceed (NTP) / purchase order	Thursday, October 29, 2026
Deadline for first delivery	Friday, November 20, 2026; earlier preferred
Deadline for all ten (10) Initial Patrol Vehicles	Friday, January 1, 2027; earlier preferred

2. Instructions

2.1 Procurement Method

Because the purchase exceeds \$100,000, the City is procuring it through **competitive sealed proposals** under Tex. Loc. Gov't Code §252.021(a)–(c) and §252.042. The City Administrator determined before this notice, under Section 4 of the City's Purchasing Policies, that this method provides the best value for the City (§252.021(c)). The City may hold discussions and request best and final offers, treating all proposers fairly and equally (§252.042(b)).

2.2 Single Point of Contact; No-Contact Period

Direct all communication to **Cayetana Polanco, City Administrator**, cayetana.polanco@starbase.texas.gov. From issuance until award or cancellation, proposers and their agents must not contact any City Commission member, the Mayor, the Police or Fire Chief, evaluators, or other City staff about this RFP, other than the single point of contact, except at City-scheduled events or as the contact directs in writing. A violation may result in disqualification.

2.3 Questions; Or Approved Equal

Submit questions by email to cayetana.polanco@starbase.texas.gov (subject: "RFP 26-03 Question") by the deadline in Section 1. Only written addenda are binding. Other than the Tesla Cybertruck base platform (specified to be compatible with the City's existing police vehicles), the specifications are functional. Proposers may offer equal or superior components, **or approved equal**, identified on Form 5. Approved-equal requests may be submitted with questions. The City determines equivalency.

2.4 Addenda

The City may amend this RFP, including any date or deadline in it, at any time before the due time. Changes will be made only by written addendum, posted [here](#) and sent to known RFP holders; posting is sufficient notice, and proposers are responsible for checking for addenda. If an addendum changes the due date, the City will also update the notice posted at City Hall. Proposers must acknowledge all addenda on Form 4. The due date will not be extended after proposals are opened.

2.5 Electronic Submission

Proposals must be submitted **electronically** through the City's secure submission link: [here](#). The City receives electronic proposals under Section 4 of the City's Purchasing Policies (Tex. Loc. Gov't Code §252.0415), and an electronic proposal need not be sealed. Submit one complete proposal as a **single searchable PDF**, containing the items listed in Section 8, in that order, named "RFP 26-03 – [Proposer Legal Name].pdf". Forms may be signed electronically or signed and scanned. The submission system's time stamp is the official time of receipt. **Proposals received after the due time will be rejected.** Proposals delivered by email, fax, mail, or in person will not be accepted. Allow enough time to upload; problems with the proposer's equipment or connection do not excuse a late proposal. A proposer may replace or withdraw its proposal through the system before the due time. Proposals are held unopened in the secure system until the opening. Proposers bear all proposal costs.

2.6 Opening and Confidentiality

Proposals will be received electronically until Monday, October 26, 2026. The City will open proposals after the deadline and post the names of all proposers on the City's website within one business day. No other contents will be disclosed until the City Commission awards a contract or cancels the solicitation. Proposals will be opened in a way that does not disclose their contents to other proposers, and are kept confidential during evaluation and negotiation (Tex. Loc. Gov't Code §252.049(b)). After award, proposals are open for public inspection, but trade secrets and confidential information in them are not (§252.049(b)). Mark each page that contains trade secrets or confidential commercial or financial information "CONFIDENTIAL." The confidentiality of such materials may ultimately be determined by the Texas Attorney General.

2.7 Reservation of Rights; Validity

The City may, in its sole discretion, amend this RFP by addendum before the due time (and after the due time only through discussions and revised proposals offered to all reasonably qualified proposers under §252.042(b)), extend any date or deadline in it (including the due date, before the due time), cancel this RFP in whole or in part at any time, reject any or all proposals (§252.043(f)), waive informalities and minor irregularities, seek clarifications or additional information, check

references, interview proposers, negotiate, and award all, part, or none of the items, to one or more proposers, including award with or without any option. If the City cannot reach an acceptable contract with the top-ranked proposer, it may end negotiations and negotiate with the next-ranked proposer. The City has no liability to any proposer for exercising these rights. Proposals must remain valid for 120 days after the due date, and for any longer period the proposer agrees to at the City's request.

3. Scope of Work

3.1 Initial Patrol Vehicles and Option Patrol Vehicles

3.1.1 Initial Patrol Vehicles. Furnish, upfit, wrap, and deliver **ten (10)** duty-ready police patrol vehicles on the Tesla Cybertruck platform meeting the Patrol Vehicle Specifications (Exhibit A) (the "Initial Patrol Vehicles"), FOB destination, Starbase, Texas. This includes all equipment (except City-furnished equipment, Spec A.10), labor, programming, graphics, testing, documentation, training, warranty, and support. The City will purchase all ten (10) Initial Patrol Vehicles.

3.1.2 Option Patrol Vehicles. The contract will also give the City the option, but not the obligation, to purchase up to **twenty (20)** additional patrol vehicles meeting the Patrol Vehicle Specifications ("Option Patrol Vehicles," and with the Initial Patrol Vehicles, the "Patrol Vehicles") during the twenty-four (24) months after award (the "Option Period"). The City may exercise the option in one or more orders, each for any quantity from one (1) vehicle up to the remaining balance, by written purchase order. The City has no obligation to order any Option Patrol Vehicles, and the Contractor has no claim if the City orders fewer than twenty (20) or none. Option Patrol Vehicles are priced on Form 1, Part B, and that price may differ from the Initial Patrol Vehicle price. It is firm for the Option Period, except that the base vehicle price (Line B1) may change to reflect documented changes in the manufacturer's published pricing for the same configuration, but may never increase by more than twenty percent (20%) above Line B1 as proposed. All other components are firm, so the per-unit price of an Option Patrol Vehicle can never exceed Line B5 plus twenty percent (20%) of Line B1. Each option order must be delivered within the lead time guaranteed on Form 1, Part E. Option orders are subject to appropriations and may be issued by the City Administrator (Purchasing Policies, Section 6).

3.2 Design Intent

Each vehicle must (a) be compatible with the City's two existing police Cybertrucks in operation, controls, equipment interfaces, and serviceability, and carry a wrap matching their livery (Exhibit B); (b) look and function as an integrated, purpose-built police vehicle, not a stock vehicle with add-ons. That means vehicle-specific brackets, housings, panels, and consoles; concealed, loomed wiring; consistent finishes; and factory-quality fit; and (c) preserve the base vehicle's safety systems, structure, airbag and sensor function, and manufacturer warranty.

3.3 Base Vehicle

The Contractor furnishes **new Tesla Cybertruck base vehicles** (Spec A.2), for example directly from the manufacturer or through an authorized program, and delivers them fully upfitted. Price the base vehicle and the upfit **separately** on Form 1; the base vehicle price is required. Because base vehicle availability drives price, reliability of proposal, and timeliness of delivery, the City values proposers

with a direct procurement or authorized partner relationship with Tesla, Inc. (documented on Form 2 and scored under Section 6).

3.4 Delivery

The City needs delivery of the first Initial Patrol Vehicle(s) by Friday, November 20, 2026, and of all ten (10) Initial Patrol Vehicles by January 1, 2027, and prefers delivery as soon as possible.

Proposers must state their guaranteed delivery dates on Form 1, Part E; vehicles may be delivered in more than one shipment. Earlier guaranteed dates score higher, and dates later than the City's deadlines score lower (Section 6). The guaranteed dates become contract requirements. A vehicle rejected under Section 3.5 is not delivered until it is corrected and accepted. Deliver to a location in Starbase, Texas designated by the City, during City business hours, scheduled with the City in advance, freight included, in protective transport. Title and risk of loss stay with the Contractor until written acceptance. Deliver the certificate of origin/title documents assigned to the "City of Starbase, Texas," and all documents needed to title and register the vehicles with exempt plates (Tex. Transp. Code Chs. 501–502).

3.5 Approvals and Acceptance

Before production, submit layout drawings, control and flash-pattern plans, and wrap proofs for City approval. The City may inspect the first vehicle before the rest are completed. The City will inspect and functionally test each delivered vehicle within ten (10); business days and accept only conforming vehicles in writing. The Contractor corrects nonconformities at its expense.

3.6 Warranty

Upfit workmanship, wiring, and Contractor-fabricated parts: at least three (3); years from acceptance, unlimited miles, including parts, labor, and transport. Component manufacturer warranties pass through to the City, and the Contractor administers claims during its warranty period. The Contractor warrants the upfit will not void or reduce the base vehicle warranty and is responsible for any repair denied because of the upfit. Warranty response: within two (2); business days; repair within ten (10); business days, by mobile service in Starbase, an authorized location within 150; miles, or Contractor-paid transport.

3.7 Training, Parts, Service and Documentation

On-site training in Starbase at no added cost: operator training for police personnel (two (2); sessions covering all shifts) and technical training for fleet staff (troubleshooting and power isolation for OEM service on the 48-volt system). Parts for Contractor-supplied components must be available for 5 years after final acceptance, with stocked parts shipped within three (3); business days, and business-hours technical support. With each vehicle, deliver: as-built wiring diagrams, component list with serial numbers, programming files and firmware versions, switch legends, manuals, warranties, radar calibration certificates, and a configuration record (VIN, dates, work orders).

3.8 Fire Vehicles (Optional)

The City places significant importance on proposers that can also furnish and upfit **fire department Cybertrucks** (e.g., fire command, fire/EMS first-response, or beach rescue vehicles) ("Fire Vehicles"). This capability is **not mandatory**. However, every proposer must describe its capability with examples under Section 8, item 7 (or state "None" there), and should propose a Fire Vehicle,

with per-unit pricing on Form 1, Part C. Proposers may describe the proposed Fire Vehicle in whatever form and level of detail they choose, such as an equipment list, spec sheet, photos, or renderings of comparable vehicles. More detail helps the City evaluate the proposal, but no particular content is required, and preliminary specifications and estimated pricing are acceptable. Fire Vehicle capability, the proposed vehicle, and pricing are scored under Section 6.

The City may, but need not, include in the contract an option to purchase up to **ten (10)** Fire Vehicles during the Option Period on the same ordering terms as Option Patrol Vehicles (Section 3.1.2): in one or more orders of any quantity, with no obligation to purchase any. The final Fire Vehicle specifications and price will be set in writing with the Fire Department before any order, and the final per-unit price may not exceed the per-unit price proposed on Form 1, Line C5 by more than twenty-five percent (25%).

4. Patrol Vehicle Specifications

The technical specifications for the Patrol Vehicles are in **Exhibit A** (the "Patrol Vehicle Specifications"), which is part of this RFP and will be part of the contract. Initial Patrol Vehicles and Option Patrol Vehicles must meet the same Patrol Vehicle Specifications, except substitutions the City approves in writing (for example, for a new model year or a discontinued component).

5. Minimum Qualifications (Pass/Fail)

- At least **five (5) years** continuously in business providing vehicle upfit or specialty modification services (evidence on Form 2).
- At least **three (3)** references for similar police, fire, or EMS upfit projects completed within the last five years (Form 3).
- All licenses and registrations required by law to perform the work and sell and deliver the offered goods in Texas.
- Signed Form 1 and Form 6 (statutory verifications), and the ability to provide the insurance in Section 7.

6. Evaluation and Award

An evaluation committee designated by the City Administrator will score proposals that meet Section 5. The relative importance of each factor (Tex. Loc. Gov't Code §252.042) is:

Criterion	Points
Price: Initial Patrol Vehicles (formula below)	20
Price: Option Patrol Vehicles (formula below)	10
Experience, history of excellence, and similar public-safety upfit projects; references	20
Tesla direct procurement / authorized partner status (documented)	10
Technical approach, design quality, and police-vehicle integration	15
Fire Vehicles: capability, proposed vehicle, and pricing	10
Speed of delivery (guaranteed delivery dates; credibility of schedule)	15
Total	100

Scoring. Each criterion is scored as follows:

- **Price: Initial Patrol Vehicles (20 points).** $20 \times (\text{lowest Initial Purchase Price} \div \text{proposer's Initial Purchase Price})$. The Initial Purchase Price is Form 1, Line A6 (ten (10) $\times$ the per-unit total delivered price on Line A5).
- **Price: Option Patrol Vehicles (10 points).** $10 \times (\text{lowest Option Patrol Vehicle price} \div \text{proposer's Option Patrol Vehicle price})$, using the per-unit total delivered price on Form 1, Line B5.
- **Experience (20 points).** Rated on the proposer's history, similar public-safety upfit projects, and references (Section 8, items 2 and 5).
- **Tesla procurement or partner status (10 points).** Full credit only with written evidence of a direct procurement or authorized partner relationship with Tesla, Inc.; partial credit for a documented limited relationship (such as a fleet account); zero otherwise (Form 2).
- **Technical approach (15 points).** Rated on how the proposal meets the Patrol Vehicle Specifications, design quality, and police-vehicle integration (Section 8, item 6).
- **Fire Vehicles (10 points).** Rated on capability, the proposed Fire Vehicle, and the reasonableness of its pricing (Section 8, item 7; Form 1, Part C). Preliminary specifications and pricing are acceptable.
- **Speed of delivery (15 points).** Rated on the guaranteed schedule in Form 1, Part E. Earlier dates score higher, considering the first delivery date, the number of Initial Patrol Vehicles delivered by November 20, 2026, the date all ten (10) are delivered, option-order lead times, and whether the schedule is credible (Section 8, item 6).

Rated criteria are scored Excellent (100% of points), Good (75%), Acceptable (50%), Marginal (25%), or None (0%), and evaluator scores are averaged. Optional equipment and other optional items (Form 1, Part D) are evaluated for reasonableness and are not scored.

Award. The City Administrator will recommend, and the **City Commission** will award, the contract to the responsible proposer whose proposal is most advantageous to the City (§252.043(h)). Before award, the City will confirm the proposer is not on the Comptroller lists under Tex. Gov't Code §2252.152. The City will apply the nonresident bidder rule of Tex. Gov't Code §2252.002 (a nonresident must underbid the lowest responsible Texas resident by the preference amount its home state would require).

7. Key Contract Terms

The City will award the contract on its standard contract forms, which will incorporate this RFP, its addenda, and the accepted proposal. Contractor terms not accepted in writing do not apply. Proposers must list any exceptions on Form 5.

- **Payment after acceptance.** The City pays under the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251; §2251.021).
- **Firm prices** for the Initial Patrol Vehicles and, during the Option Period, for Option Patrol Vehicles and any Fire Vehicles (except the capped base vehicle adjustment in Section 3.1.2 and final Fire Vehicle pricing under Section 3.8).
- **Guaranteed delivery dates** are material terms, and time is of the essence. If a Patrol Vehicle is not delivered by its guaranteed date, the City may cancel that vehicle, and any undelivered vehicles in the same order, without liability. The City may also extend any delivery date in writing without waiving its rights.

- **Changes** by written change order only. The contract price may not increase by more than 25% (Tex. Loc. Gov't Code §252.048). Option orders under Sections 3.1.2 and 3.8 are part of the awarded contract, not change orders, and the contract's not-to-exceed value will include the maximum value of all options awarded.
- **Insurance** (Texas-authorized insurers, A- VII or better), with the City as additional insured on the general liability, auto, and umbrella policies, waiver of subrogation, and primary/non-contributory coverage: general liability including products-completed operations \$1,000,000 per occurrence / \$2,000,000 aggregate; auto liability \$1,000,000 CSL; garage keepers or care-custody-control coverage at full replacement value of City vehicles and equipment in the Contractor's custody; workers' compensation (statutory) and employer's liability \$500,000; umbrella \$2,000,000; transit coverage at replacement value. Certificates are due before NTP.
- **Termination** for default (10-day cure) or for the City's convenience on 30 days' notice, paying for accepted vehicles and documented non-cancellable work in progress. **Non-appropriation:** the City may terminate without penalty for unordered or undelivered units if funds are not appropriated.
- **Texas law** governs; venue is in Cameron County, Texas. Nothing waives the City's governmental immunity.
- **Statutory verifications** (Form 6) become part of the contract. If required, the selected proposer must file Form 1295 (Tex. Gov't Code §2252.908) before the contract is signed.
- **Public Information Act, Subchapter J:** the Contractor must preserve contracting information for the contract term under the City's records retention requirements, provide it promptly on request, and at completion either provide it to the City at no cost or preserve it (Tex. Gov't Code §552.372(a)). **"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."**

8. What to Submit

Submit one PDF (Section 2.5) containing these items, in this order. Put any attachment a form asks for directly behind that form. Forms 1 through 8 follow this section; Forms 6 through 8 implement Texas law and cannot be waived.

- ☐ **1. Cover letter.** One page or less, signed by a person authorized to bind the proposer, identifying the proposer and the contact person for this RFP.
- ☐ **2. Company narrative.** One page or less describing the company, its history, and its capability to upfit police vehicles (and fire vehicles, if offered).
- ☐ **3. Form 1, Price Sheet,** with the line-item breakdown of the upfit.
- ☐ **4. Form 2, Proposer Information,** with evidence of years in business and of any relationship with Tesla, Inc.
- ☐ **5. Form 3, References.**
- ☐ **6. Technical and delivery description.** In any format: how your vehicles will meet the Patrol Vehicle Specifications (Exhibit A), with drawings or photos of comparable vehicles if available;

warranty and service support; and how you will meet your guaranteed delivery dates, including production capacity and base vehicle sourcing.

- ☐ **7. Fire Vehicles.** Your fire vehicle capability, with examples, and your proposed Fire Vehicle in any form and level of detail (Section 3.8), or "None."
- ☐ **8. Forms 4 through 8:** Acknowledgment of Addenda, Exceptions and Deviations, Statutory Verifications, Nonresident Bidder Statement, and Conflict of Interest Questionnaire.
- ☐ **9. IRS Form W-9,** current and signed (name and TIN must match Form 2).

Do not submit Form 1295 with the proposal. Only the selected proposer files it, before the contract is signed (Section 7).

Form 1: Price Sheet

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

Prices include all equipment, labor, programming, graphics, testing, documentation, training, warranty, and FOB destination delivery to Starbase, Texas. Exclude City-furnished equipment (Spec A.10); price only its installation and integration. The City is tax-exempt; exclude taxes. Parts A and B are required; enter "Not Offered" for any optional item not offered. Attach a line-item breakdown of the upfit by spec number; the totals below control. Parts A and B each have space for optional notes, such as volume discounts. A discount offered there binds the proposer if the City accepts it, but scoring uses the lines named in Section 6.

Proposer (Company legal name): _____

Part A: Initial Patrol Vehicles (ten (10) units)

Line	Description	Price
A1	Base vehicle: new Tesla Cybertruck per Spec A.2, furnished by the Contractor (required)	\$
A2	Police upfit package: Specs A.3–A.9 (excluding optional Specs A.4.4 and A.7), including installation and integration (mounting, wiring, power, antenna placement) of City-furnished radios, antennas, in-car video, MDCs, and docks (Spec A.10; equipment excluded), programming, and testing	\$
A3	Graphics: full printed wrap reproducing the City-furnished police livery design (Spec A.8.1)	\$
A4	Delivery of the completed vehicle, FOB destination, Starbase, Texas	\$
A5	Per-unit total delivered price (A1 + A2 + A3 + A4)	\$
A6	Initial Purchase Price: $10 \times$ Line A5 (used for the initial price score)	\$

Notes (optional), such as discounts or other pricing terms: _____

Part B: Option Patrol Vehicles (up to twenty (20) units)

Line	Description	Per-Unit Price
B1	Base vehicle: new Tesla Cybertruck per Spec A.2 (may increase only as stated in Section 3.1.2, and never by more than 20%)	\$
B2	Police upfit package: same scope as Line A2	\$
B3	Graphics: same scope as Line A3	\$
B4	Delivery: same scope as Line A4	\$
B5	Per-unit total delivered price (B1 + B2 + B3 + B4); may differ from Line A5 (used for the option price score)	\$

Base vehicle configuration and manufacturer price used for Line B1 (the baseline for any adjustment under Section 3.1.2): _____

Notes (optional), such as volume discounts for larger option orders: _____

Part C: Fire Vehicles (optional; preliminary specifications and pricing acceptable)

Line	Description	Price
C1	Base vehicle: new Tesla Cybertruck, furnished by the Contractor	\$ / unit
C2	Fire upfit for the proposed Fire Vehicle (Section 3.8)	\$ / unit
C3	Graphics: full wrap in fire department livery	\$ / unit
C4	Delivery, FOB destination, Starbase, Texas	\$ / unit
C5	Per-unit total (C1 + C2 + C3 + C4). The final price may not exceed this by more than 25% (Section 3.8).	\$ / unit

Part D: Optional Equipment and Other Optional Items (not scored)

Line	Description	Price
D1	Optional equipment: all-terrain light-truck tires, set of four (Spec A.4.4)	\$ / unit
D2	Optional equipment: in-car speed radar (Spec A.7.1)	\$ / unit
D3	Optional equipment: window tint (Spec A.7.2)	\$ / unit
D4	Optional equipment: traction recovery boards and mounting kits (Specs A.7.3–A.7.4)	\$ / unit
D5	Proposer-furnished satellite broadband terminal hardware (Spec A.3.9), service excluded	\$ / unit
D6	Recommended spare parts kit (attach list)	\$
D7	Extended upfit warranty, per vehicle, per additional year	\$ / year
D8	Additional on-site training, per day	\$ / day
D9	Out-of-warranty labor rate (hourly) and parts discount from list (%)	\$ /hr; %

Part E: Guaranteed Delivery Schedule

First delivery of Initial Patrol Vehicles, guaranteed date (City deadline: November 20, 2026): _____

Number of units in first delivery: _____

Subsequent deliveries, guaranteed dates and number of units: _____

All ten (10) Initial Patrol Vehicles delivered, guaranteed date (City deadline: January 1, 2027): _____

Base vehicle sourcing (assumptions do not qualify the guaranteed dates): _____

Option Patrol Vehicles, guaranteed lead time (calendar days from purchase order to delivery): _____

Fire Vehicles, guaranteed lead time (calendar days from purchase order to delivery): _____

Part F: Payment Terms

Prompt payment discount offered (if any), e.g., " __% net __ days": _____

The undersigned offers the goods and services in this RFP at the prices above, firm for 120 days after the due date (and, for Option Patrol Vehicles and Fire Vehicles, as stated in Sections 3.1.2 and 3.8), and is authorized to bind the proposer. **"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."** (Tex. Gov't Code §552.372(b))

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Form 2: Proposer Information

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

Legal name of proposer: _____

Assumed name(s) / d/b/a, if any: _____

Physical address (principal place of business): _____

Mailing address: _____

State of incorporation or organization: _____

Federal Employer Identification Number (FEIN): _____

Texas Comptroller taxpayer number (if any): _____

Entity type: ☐ Corporation ☐ LLC ☐ Partnership / LP / LLP ☐ Joint venture ☐ Sole proprietorship
☐ Other: _____

Date business established (month/year): _____

Years continuously in business providing vehicle upfit/modification services (minimum 5): _____

Attach evidence of years in business (e.g., Secretary of State filing). If relying on a parent or predecessor, explain.

Number of full-time employees (company-wide): _____

Publicly traded entity, or wholly owned subsidiary of one? ☐ No ☐ Yes: parent and
exchange/ticker _____

Relationship with Tesla, Inc.: ☐ Direct procurement / authorized partner (attach written evidence)
☐ Fleet account only ☐ None

Tesla relationship details (program name, scope, dates): _____

Upfit facility location(s): _____

Nearest service location(s) to Starbase, and mobile service capability: _____

Major subcontractors (name, role, location): _____

Licenses/registrations held (type, number, issuing agency): _____

Primary contact for this RFP

Name and title: _____

Phone: _____

Email: _____

Person authorized to bind the proposer

Signature: _____

Printed name and title: _____

Date: _____

Form 3: References

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

Provide at least three (3), and up to five (5), references for similar police, fire, or EMS vehicle upfits completed in the last five (5) years (Cybertruck/EV projects preferred). The City may contact any reference.

Proposer (Company legal name): _____

Reference 1 (required)

Agency name: _____

Contact name, title, phone / email: _____

Platform, no. of vehicles, scope (police/fire/EMS; key equipment): _____

Dates (start-completion) and contract value: _____

Reference 2 (required)

Agency name: _____

Contact name, title, phone / email: _____

Platform, no. of vehicles, scope (police/fire/EMS; key equipment): _____

Dates (start-completion) and contract value: _____

Reference 3 (required)

Agency name: _____

Contact name, title, phone / email: _____

Platform, no. of vehicles, scope (police/fire/EMS; key equipment): _____

Dates (start-completion) and contract value: _____

Reference 4 (optional)

Agency name: _____

Contact name, title, phone / email: _____

Platform, no. of vehicles, scope (police/fire/EMS; key equipment): _____

Dates (start-completion) and contract value: _____

Reference 5 (optional)

Agency name: _____

Contact name, title, phone / email: _____

Platform, no. of vehicles, scope (police/fire/EMS; key equipment): _____

Dates (start-completion) and contract value: _____

Form 4: Acknowledgment of Addenda

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

The proposer acknowledges receipt of the addenda below (write "None" if none were issued).
Failure to acknowledge an addendum may result in rejection.

Proposer (Company legal name): _____

Addendum No.	Date Issued	Date Received	Initials

Signature: _____

Printed name and title: _____

Date: _____

Form 5: Exceptions and Deviations

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

List every exception to the RFP and every deviation from or alternate (approved equal) to the specifications, with the reason and proposed language or product. Unlisted exceptions are waived. The proposer is held to full compliance with all specifications and terms not listed. If none, check "None."

Proposer (Company legal name): _____

No.	RFP Section / Spec No.	Exception, Deviation, or Alternate	Reason / Proposed Language

☐ None. The proposal complies with all specifications and terms.

Signature: _____

Printed name and title: _____

Date: _____

Form 6: Statutory Verifications and Non-Collusion

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

Proposer (Company legal name): _____

I, _____ (name), as _____ (title), am authorized to make this verification for the company named above, and verify that:

- (a) **Israel (Tex. Gov't Code §2271.002).** The company does not boycott Israel and will not boycott Israel during the term of the contract.
- (b) **Energy companies (§2276.002).** The company does not boycott energy companies and will not boycott energy companies during the term of the contract.
- (c) **Firearm entities (§2274.002).** The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not so discriminate during the term of the contract.
- (d) **Iran, Sudan, and foreign terrorist organizations (§2252.152).** The company is not identified on a list maintained by the Texas Comptroller under Tex. Gov't Code §806.051, §807.051, or §2252.153, and will notify the City in writing within five (5) business days if it becomes listed.
- (e) **Non-collusion.** This proposal was prepared independently, without collusion or agreement with any other proposer, and its prices were not disclosed to any competitor before the opening. No City official or employee has a financial interest in it except as disclosed on Form 8, and no gift or thing of value has been or will be offered to any City official or employee in connection with this RFP.

Terms have the meanings in Tex. Gov't Code Chs. 808, 809, and 2274. Items (a)–(c) apply to a company with 10 or more full-time employees and a contract of \$100,000 or more paid wholly or partly from public funds, and do not apply to a sole proprietorship.

☐ Items (a)–(c) do not apply: the company is a sole proprietorship or has fewer than ten (10) full-time employees.

☐ The company is listed as described in (d) but claims the exception in §2252.154 (attach explanation).

Signature: _____

Printed name and title: _____

Date: _____

Form 7: Nonresident Bidder Statement

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

A "Texas resident bidder" has its principal place of business in Texas, or its ultimate parent company or majority owner does (Tex. Gov't Code §2252.001).

Proposer (Company legal name): _____

☐ **Texas resident bidder.** Principal place of business (city, state):

☐ **Nonresident bidder.** Principal place of business (city, state): _____

If nonresident: that state's bidder preference law, if any (citation, amount): _____

Signature: _____

Printed name and title: _____

Date: _____

Form 8: Conflict of Interest Questionnaire (Form CIQ)

RFP 26-03: Police Patrol Vehicles, Tesla Cybertruck Platform, Upfitted

Under Tex. Loc. Gov't Code Ch. 176, a vendor must file Texas Ethics Commission **Form CIQ** if it has an employment or business relationship with, has given gifts over \$100 in the past 12 months to, or has a family relationship with, a City local government officer (a Commission member, the Mayor, or the City Administrator), as defined in §176.006. **Submit any required Form CIQ with the proposal** and file it with the City Clerk within seven business days of the triggering event. Knowing violation is an offense. The current TEC Form CIQ (Revised 8/14/2024) is provided with this RFP as an attachment (also at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>).

☐ A completed Form CIQ is attached (and filed with the City Clerk).

☐ No Form CIQ is required. The proposer will file one within seven (7) business days if it becomes required.

Signature: _____

Printed name and title: _____

Date: _____

Exhibit A: Patrol Vehicle Specifications

These Patrol Vehicle Specifications apply to all Initial Patrol Vehicles and Option Patrol Vehicles (Sections 3.1 and 4). Every listed component is required unless marked optional, but no brand is required; any equal or superior component that meets the functional requirement is acceptable (Section 2.3). Specs A.4.4 and A.7 are optional equipment: the City may select any of them for any Patrol Vehicle, at award or with any order, at the per-vehicle prices on Form 1, Part D. If the City does not select Spec A.4.4, the OEM tires are mounted on the A.4.3 wheels.

A.1 General Requirements

- Quantities are per vehicle. Placement, colors, and programming are subject to City approval (Section 3.5) and must be compatible with the City's existing police vehicles and equipment.
- Components must be new, current production, and emergency- or severe-duty rated, with vehicle-specific mounting, and exterior metal corrosion-protected for coastal saltwater, sand, and high UV. Or approved equal, except the base platform.
- The completed vehicle must comply with applicable FMVSS and Texas law, including Tex. Transp. Code Ch. 547 (including §§547.305 and 547.702 for warning lamps and sirens, with SAE Class 1 lamps) and §721.004 (inscription). No equipment may intrude into airbag zones, obstruct the driver's view, or impair OEM safety systems. Proposers must identify any OEM feature disabled or degraded by the upfit.
- Wiring must be loomed, fused at the source, labeled, sealed at exterior connections, and routed away from heat and edges. No drilling of OEM structure unless engineered and documented.
- **Compliance:** by submitting a proposal, the proposer confirms that its offer complies with every specification in Section 3 and this Exhibit A, except deviations or alternates listed on Form 5.

A.2 Base Vehicle

Tesla Cybertruck, new, current model year; Cybertruck Dual Motor All-Wheel Drive, compatible with the existing police Cybertrucks; OEM stainless finish (covered by wrap); any factory options, e.g., factory-installed upfit wiring harness where available (Spec A.5.1). Furnished by the Contractor (Section 3.3).

A.3 Exterior Body, Protection and Auxiliary Lighting

A.3.1 Heavy-duty side rocker assemblies with integrated warning lights (Qty: 1 pair (left and right) per vehicle). Vehicle-specific heavy-duty steel side rockers, left and right, each with an integrated low-profile five (5)-lighthouse LED warning light module synchronized with the warning control system (A.5.9). Colors and flash patterns as approved by the City. Coastal-grade corrosion protection. Rockers must not reduce OEM ground clearance or block OEM jacking points, unless alternate jacking provisions are provided.

A.3.2 Remote-controlled 360-degree spotlight system (Qty: 1 system per vehicle (two (2) spotlights)). Two (2) remote-controlled LED spotlights, one per side, on vehicle-specific fender brackets in weather-resistant housings integrated with the body. Each spotlight: continuous 360° rotation, tilt, and variable spot-to-flood focus, operated from the driver's position through the controller (A.5.10). Sealed wiring with no exposed cabling.

A.3.3 Composite hood top panel with integrated auxiliary light bar (Qty: 1 per vehicle). Carbon-fiber (or equivalent UV-stable composite) hood top panel with an integrated nominal 50-inch high-output LED auxiliary light bar. The light bar is switched separately from the warning system, powered through the upfit power system, and configured to comply with Texas law on auxiliary lamps. Panel fit and finish consistent with OEM panels.

A.3.4 Heavy-duty side sail modular mounting panels (Qty: 1 pair (left and right) per vehicle). Vehicle-specific heavy-duty steel side sail panels, left and right, with a MOLLE/PALS-compatible mounting pattern. Corrosion-protected; must not impair tonneau/vault operation; may serve as the recovery board mount location (A.7.4).

A.3.5 Heavy-duty front bumper with integrated auxiliary lights (Qty: 1 per vehicle). Vehicle-specific heavy-duty steel front bumper with two (2) integrated nominal 11-inch LED auxiliary lights and recovery points. Must provide the mounting base for the push bumper (A.3.7) and preserve OEM front sensor, camera, and driver-assistance function (proposer must document any affected function).

A.3.6 Heavy-duty rear bumper with integrated receiver hitch (Qty: 1 per vehicle). Vehicle-specific heavy-duty steel rear bumper with an integrated heavy-duty steel 2-inch receiver hitch and recovery points. Hitch rated at least to the base vehicle's published towing capacity (or as stated by the proposer). Must preserve OEM rear sensor, camera, and tailgate function.

A.3.7 Police push bumper with fender guards and integrated warning lights (Qty: 1 per vehicle). Police push bumper with fender guards, purpose-designed for the platform, with integrated LED warning lights synchronized with the warning system. It must not interfere with airbag deployment or crash sensors (documentation required), and should preserve front camera and sensor function where practicable. It mounts to vehicle structure, with no drilling of OEM structural members unless engineered and documented.

A.3.8 Heavy-duty roof rails (Qty: 1 set per vehicle (three (3) mounting positions)). Vehicle-specific heavy-duty steel roof rails at roof mounting positions 2, 3, and 4 (counted from the front). They must support the light bar (A.6.1) and satellite terminal mount (A.3.9), be sealed against water intrusion, and have stated static and dynamic load ratings.

A.3.9 Mobile satellite broadband terminal integration kit (Qty: 1 per vehicle). Integration kit for a flat-panel, in-motion-rated low-earth-orbit (LEO) satellite broadband terminal: low-profile roof or rail mount, weather-sealed cable pass-through, switched/ignition-controlled power from the upfit system, and interior router/power module mounting. The terminal and service are City-furnished unless the City selects Line D5.

A.3.10 Siren speaker mounting bracket and primary siren speaker (Qty: 1 per vehicle). Vehicle-specific siren speaker bracket and one (1) primary 100-watt siren speaker, concealed or low-profile at the front bumper or grille. Compatible with the siren amplifier (A.5.9), and meets the current SAE emergency-vehicle siren standard (e.g., SAE J1849) when paired with it.

A.3.11 Low-frequency siren system with rear fender well mounting (Qty: 1 system per vehicle). Low-frequency siren system (low-frequency tone that penetrates vehicle cabins), including tone generator/amplifier as required and speaker(s), in vehicle-specific rear fender well bracket(s). Activated through the controller (A.5.9), with automatic timeout.

A.4 Chassis: Brakes, Suspension, Wheels and Tires

A.4.1 Pursuit-duty brake system upgrade (Qty: 1 system per vehicle). Pursuit-duty brake upgrade: (a) high-temperature pursuit/severe-duty pads; (b) braided stainless-steel (or equivalent reinforced) brake lines; (c) brake fluid meeting or exceeding FMVSS 116 DOT 4 with a minimum dry boiling point of 590°F (310°C) and minimum wet boiling point of 400°F (204°C). Must preserve full ABS, stability control, and regenerative braking function and FMVSS compliance. Proposer states the fluid service interval.

A.4.2 Adjustable rear sway (anti-roll) bar (Qty: 1 per vehicle). Vehicle-specific adjustable rear sway (anti-roll) bar with multiple settings to tune roll for pursuit and patrol with the upfit load. Must be compatible with OEM air suspension and ride-height functions.

A.4.3 Forged 20-inch wheels, high load rating (Qty: 1 set of four (4) per vehicle). Set of four (4) forged aluminum 20-inch wheels. Per-wheel load rating must meet or exceed the OEM rating and support the gross axle weight ratings with the full upfit installed. Hub-centric (or with hub-centric rings), compatible with OEM TPMS and lug hardware, and finished as approved by the City.

A.4.4 All-terrain light-truck tires (Optional) (Qty: 4 per vehicle). Four (4) LT all-terrain tires sized for the A.4.3 wheels, with load index and load range at or above the OEM placard for the upfitted weight. Three-Peak Mountain Snowflake (3PMSF) rated, with reinforced sidewalls for sand, beach, and off-pavement use, and a speed rating appropriate for police patrol use as approved by the City. Proposer states size, load index, load range, and speed rating.

A.5 Interior, Occupant Area, Electrical and Controls

A.5.1 Police full-vehicle upfit wiring harness (Qty: 1 per vehicle). Vehicle-specific full-vehicle police upfit wiring harness, plug-and-play where practicable. Fully isolated from OEM harnesses (no splicing except at OEM-approved interface points), loomed, labeled at both ends, and able to be disconnected as a unit for OEM diagnostics. A factory-installed (assembly-line) upfit harness is acceptable where available. As-built wiring diagrams are required for each vehicle.

A.5.2 Vehicle-specific police center console (Qty: 1 per vehicle). Vehicle-specific police center console with OEM-quality fit and finish, including: (a) service access panels; (b) an integrated card reader position that preserves (or relocates within the driver's reach) the base vehicle's key-card reader; (c) USB-C charging ports; (d) phone charger (wireless and/or cable); (e) modular, reconfigurable storage and mounting for City radios and control heads; (f) housing for or integration with the power conversion system (A.5.4). Must not obstruct airbag zones or access to vehicle controls.

A.5.3 Mobile data terminal (MDT) mount (Qty: 1 per vehicle). Vehicle-specific MDT mount (pedestal and/or articulating arm with locking swivel) for the City-furnished rugged laptop and docking station. Installed outside airbag zones without blocking the center display, controls, or forward view. Contractor installs the dock and routes power and data.

A.5.4 48-volt to 12-volt power conversion system (Qty: 1 per vehicle). 48-volt to regulated 12-volt DC power conversion system sized for the simultaneous full load of all upfit equipment plus at least 25% reserve. Over-current and low-voltage protection; electrically isolated from OEM harnesses; disconnectable for OEM diagnostics. Proposer states continuous and peak output ratings.

A.5.5 Rear-occupant air conditioning duct kit (Qty: 1 per vehicle). Duct kit delivering conditioned air from the OEM HVAC system through the partition to the rear transport compartment, with adequate airflow and temperature.

A.5.6 Rear prisoner partition with polycarbonate window and roll hoop (Qty: 1 per vehicle). Vehicle-specific prisoner partition with a polycarbonate (impact-resistant) window kit and integrated roll hoop. Must not interfere with front seat travel and adequate recline, side-curtain airbags, or seatbelts. Structural and airbag-compatibility documentation required.

A.5.7 Rear prisoner transport seat and seat belt conversion (Qty: 1 per vehicle). Rear prisoner transport seat replacing the OEM rear seat, with mounting brackets and seat belt conversion. Seamless, non-absorbent, easy-clean molded surface; prisoner restraint system with officer-accessible buckles; no voids for contraband. Mounted to OEM anchors or engineered mounts.

A.5.8 Integrated dual long-gun mounting system (Qty: 1 per vehicle (two (2) weapon positions)). Integrated dual long-gun mounting system with two (2) universal T-rail-style mounts, each locking (electronic lock with timed release from the driver's position preferred). Located as approved by the City and secured against unauthorized removal or access.

A.5.9 Networked siren and emergency lighting control system (Qty: 1 per vehicle). Remote-mount, networked (CAN or equivalent multiplex) siren and lighting control system with integrated siren amplifier driving the primary and additional siren speakers (A.3.10, A.6.5) and the low-frequency siren (A.3.11). Console-integrated compact control head with a four (4)-position master mode switch and programmable buttons. Controls all warning lights, spotlights (with A.5.10), and auxiliary lighting; programmable flash patterns; scene, takedown, and alley functions; vehicle-state inputs (e.g., park, door, brake) where available. Programmed as approved by the City, and programming files delivered to the City.

A.5.10 Integrated spotlight controller (Qty: 1 per vehicle). Integrated remote spotlight controller (handheld joystick/bail-style or console-integrated) within the driver's reach, operating both A.3.2 spotlights (pan, tilt, focus, on/off).

A.5.11 Spotlight controller communications expansion module (Qty: 1 per vehicle). Communications expansion module that lets the spotlight system interface with the networked control system (A.5.9) for integrated or automated functions (e.g., scene lighting).

A.5.12 Dedicated upfit fuse and relay panel (Qty: 1 per vehicle). Dedicated, vehicle-specific upfit fuse/relay panel, separate from OEM fuse locations, labeled by circuit, serviceable without major disassembly, and fed from the power conversion system (A.5.4).

A.5.13 Door over-extension limiter bracket and strap (Qty: 1 set per vehicle). Door over-extension (check) brackets and straps preventing doors from opening past their design range, protecting hinges and body during rapid exits, high winds, and prisoner loading.

A.5.14 Steel rear door interior panel covers (Qty: 1 set (rear doors) per vehicle). Heavy-duty steel (or equivalent tamper-resistant) covers for the rear-door interior panels of the prisoner compartment. They protect panels, switches, and handles, prevent tampering, and are finished to integrate with the interior.

A.6 Emergency Warning Lighting and Audible Warning

A.6.1 Vehicle-specific LED warning light bar (roof-mounted) (Qty: 1 per vehicle). Vehicle-specific, low-profile LED warning light bar, nominal 54 inches, black housing, integrated with the roofline and

roof rails (A.3.8). 360° coverage in the City's color scheme, integrated takedown and alley lights, and controlled by A.5.9.

A.6.2 Compact surface-mount LED warning lightheads (single-color) (Qty: 3 per vehicle). Three (3) compact low-profile surface-mount single-color LED warning lightheads. Placement and color as approved by the City; controlled by A.5.9.

A.6.3 Compact surface-mount LED warning lightheads (dual-color) (Qty: 2 per vehicle). Two (2) compact low-profile surface-mount dual-color (split or alternating) LED warning lightheads. Placement and colors as approved by the City; controlled by A.5.9.

A.6.4 Miniature surface-mount LED warning lighthead (tri-color) (Qty: 1 per vehicle). One (1) miniature surface-mount tri-color (three selectable colors) LED warning lighthead. Placement and colors as approved by the City; controlled by A.5.9.

A.6.5 Additional 100-watt siren speaker (Qty: 1 per vehicle). One (1) additional 100-watt siren speaker compatible with the A.5.9 amplifier (e.g., for dual-speaker 200-watt output), mounted where approved by the City.

A.6.6 Split red/white LED compartment light (Qty: 1 per vehicle). One (1) nominal 3-inch round LED compartment light with switchable split red/white output, installed in the rear cargo/equipment compartment or another location approved by the City.

A.7 Enforcement and Mission Equipment (Optional)

A.7.1 Dual-antenna in-car traffic speed radar (Qty: 1 per vehicle). In-car Ka-band traffic speed radar with dual (front and rear) antennas. Stationary and moving modes, direction sensing, same- and opposite-lane operation, and fastest-target tracking. Display and remote mounted for driver use clear of airbag zones and sightlines. The model must be on the IACP Conforming Product List (or have documented equivalent certification). Includes antenna mounting, wiring, and calibration certificates.

A.7.2 Window tint (law-enforcement configuration) (Qty: 1 vehicle set per vehicle). Professionally installed, non-reflective automotive window tint film on the rear side and rear windows (front side windows only if approved by the City), with light transmission as approved by the City. Film must be new, UV-blocking, and warranted against bubbling, peeling, and fading. Must comply with Texas law for law-enforcement vehicles, Tex. Transp. Code §547.613 (vehicles maintained by a law enforcement agency and used for law enforcement purposes are exempt under §547.613(b)(15)), with the §547.609 label where applicable.

A.7.3 Traction recovery boards (Qty: 2 per vehicle (1 pair)). Two (2) lightweight black reinforced-polymer traction recovery boards for sand and mud self-recovery. Aggressive traction cleats, rated for the upfitted vehicle weight, UV-stable.

A.7.4 Recovery board flat mounting bracket kit (Qty: 2 per vehicle). Flat-mount bracket kits with universal locking/retaining pins that secure the recovery boards (A.7.3) to the roof rails, side sail panels, or another City-approved exterior location. Anti-theft retention, rattle-free.

A.8 Graphics and Livery

A.8.1 Full printed vehicle wrap: City police livery (Qty: 1 per vehicle). Custom-printed full vehicle wrap reproducing the Starbase Police Department livery design, which the City owns and furnishes (Exhibit B), matching the design, colors, and layout of the existing vehicles. Cast conformable vinyl

with UV overlamine rated for coastal/high-UV exposure, and reflective elements as approved. City name and department name on both sides, complying with Tex. Transp. Code §721.004, plus unit numbers and markings as directed. Proofs require City approval; the City owns all production artwork files.

A.9 Serviceability

The upfit must support warranty diagnostics at the base vehicle manufacturer's service facilities; keep upfit electronics isolated from and disconnectable from OEM harnesses; and follow the manufacturer's current service and safety procedures for the 48-volt architecture. A factory-installed upfit harness is acceptable where offered. Per-vehicle configuration documentation is required (Section 3.7).

A.10 City-Furnished Equipment

The City will furnish: rugged mobile data computers and docking stations; police radios, control heads, and antennas; in-car video/camera system components; and the satellite terminal and service (unless Line D5 is selected). **Proposers do not price this equipment.** The Contractor receives, insures, installs, integrates, and tests it, including mounting, wiring, power, and antenna placement, compatible with the City's existing police vehicles.

Exhibit B: Photographs and Livery of Existing City Police Cybertrucks

City-provided photograph examples of the City's existing police Cybertrucks. The City owns and furnishes the livery design; the Contractor reproduces it (Spec A.8.1). The other photographs are for reference only; apart from the wrap, the Patrol Vehicles must be compatible with the existing vehicles, not identical to them. Where photographs conflict with the written specifications, the written specifications control unless changed by addendum.

