



CITY OF ROCKWALL

385 SOUTH GOLIAD STREET

ROCKWALL, TX 75087

972-771-7700

www.rockwall.com

REQUEST FOR BID POLICE MOTORCYCLE

Return Bid to: **Lea Ann Ewing**
 Purchasing Agent
 City of Rockwall
 385 S. Goliad, Rockwall TX 75087
 972-771-7700 x 6418 Voice

Bid Return Date: **November 30, 2018 @ 3:00 pm CST**

City of Rockwall, Texas
Request for Bid
Police Pursuit Harley Davidson Motorcycle

City of Rockwall Texas Police Department

QUANTITY: [One 1] 2019 Harley-Davidson® FLHTP Electra Glide® Solo Law Enforcement Motorcycle. (Ducted Fork Mounted Fairing with Windshield) Houston Style Black/White Special Paint

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for the FLHTP Solo Law Enforcement Motorcycles that will be used by the City of Rockwall Police Department.

SPECIFICATIONS

All proposed FLHTP motorcycles to be in full compliance as follows:

A. Engine

Piston displacement of not less than 1868cc Milwaukee-Eight™ 114 cubic inch, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- Compression ratio: 10.5:1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Single Cam design
- Hydraulic Lifters requiring no maintenance service adjustments
- Air and Oil cooled
- Fan-assisted oil cooler

B. Clutch / Transmission

- Clutch shall be of the latest assist and slip ten (10) plate design, wet.
- Hydraulically Actuated Clutch system
- Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio.
- Greaseless shifter shaft with “anti-vibration” rubber spacers.
- Gear Ratios:

1st	9.593
2nd	6.650
3rd	4.938
4th	4.000
5th	3.407
6th	2.875

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc.
- Brakes shall be relatively free of heat fade
- Calipers-4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.

- Front suspension uses Showa® Dual Bending Valve (SDBV™) technology and gives you 117 mm of travel; improved damping performance over the range of suspension travel
- Hand-adjustable emulsion rear shocks provide 15-30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel
- 49 mm telescopic front forks.
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
- Bead-retention tires designed to remain on wheel during sudden loss of pressure.
- Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

- Fuel tank to have a capacity of 6 U.S. gallons (22.71 liters). Must provide a minimum of 1 gallon (3.8 L) reserve fuel capacity when main supply is exhausted.
- Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 405 cold cranking amps.
- Ignition. Non-waste spark, alpha control.
- Charging System. Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator.
- Connectors. Industrial grade throughout, provided with electrical accessory connection.
- Hand Controls. Water-resistant, integrated switches.
- Starting System. 12-volt starter, solenoid operated engagement, relay required.
- Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

- Daymaker™ LED Headlight
- Front Emergency Lamps PAR-36, one red and one blue (incandescent).
- Tail light.

- Turn Signals, self-canceling system.
- Flashers, four-way, with independent switch.
- License plate lighting with two blue marker lamps.

I. Visual Displays

- Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),
- (2) re-settable trip meters.
- Speed Capture with Digital Speed Display
- Gear Indicator
- Odometer. Calibrated, cumulative.
- Tachometer. Analog.
- Fuel level gauge.
- Voltmeter gauge
- Emergency Light Activation Indicators, separate indicators for front and rear emergency lights.
- Stealth Mode indicator-if activated
- Cruise Control indicator
- Sight glass on brake master cylinders.
- Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
- Turn Signal Indicators
- Hazard-Warning Lights Indicator
- Neutral Indicator
- High beam Indicator
- Low Oil pressure Indicator
- Engine diagnostic light
- ABS indicator lamp
- Security Lamp (if equipped with optional security system)

J. Feature Requirements

- Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.
- Heated Grips-OE standard
- Cruise Control-OE standard
- Stealth Mode-optional activation
- Push to Talk Switch-requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.
- Foot Boards. pivoting type with non-skid rubber pads.
- Guards. Front engine guard bar and rear saddlebag guard bars. *Horizontal Saddlebag Rails-Optional*
- Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches.
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.
- Chrome, two into one into two exhaust system
- Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.
- Mirrors. Two (2) long stem true image mirrors.

- Key. One key fits all locks.
- Wheelbase. 64 inches (1625 mm).
- Laden Seat Height. 27.3 inches (695 mm)
- Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)
- Dry Weight. 809 lbs. (365 kg.)
- Running Order. 844 lbs. (382 kg.)
- Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.
- Warranty. 24 months, unlimited mileage.

K. Rockwall Specific Additional Equipment

- (1) Special Paint Houston Style Black/White FLTHP
- (1) Harley-Davidson SE High Flow-Filter 29400246
- (1) Harley-Davidson SE Pro Street Tuner 41000008C
- (1) Harley-Davidson Stage II Torque Cam 92500047
- (1) Harley-Davidson Sprocket Retention Kit 25566-06
- (1) Harley-Davidson TC96 Spacer Kit 25928-06
- (1) RC Components 4.5" Slip-On 2017 FLH Tip RCX116C-23E
- (1) Harley-Davidson Saddlebag Guard Rails 90200561
- (1) Harley-Davidson Coolflow Fan 26800128
- (1) Harley-Davidson Coolflow Switch Pack 69200173
- (2) Harley-Davidson Switches Blanks for Pack 71400031
- (1) E-Z Brake Slotted Chrome EZB-14B
- (1) Oberon Adjustable Clutch Lever
- (1) Utopia Products Inc – Police Bike Backrest Coil-over Shock Seat
- (1) Khrome Werks 1.25" x 10" Bars 0601-2845
- (1) Harley-Davidson Switch Wire Extension Kit 69200034
- (1) Harley-Davidson Chrome Tie Down Brackets 93500011
- (1) Harley-Davidson Emergency Response Kit 69000057
- (1) Harley-Davidson Police Tour-Pak Rear Open Carrier System Black, Pre-Drilled 54180-10
- (1) Harley-Davidson Tour-Pak carrier mounting adaptor plate 53196-09
- (1) Harley-Davidson Tour-Pak carrier wiring harness adaptor kit 68000137
- (3) Harley-Davidson Red/Blue LED Police Tour-Pak carrier LED Lights 69941-10
- (1) Harley-Davidson Tour-Pak Battery
- (1) M2KTHD1 Whelen license plate mounting bracket for M2 series Lighthoods
- (2) M2J Whelen series LED R/B Split
- (2) TIONHTRS Whelen Rear Crash Bar Mounting Kit
- (2) TLI2J T-Ion Duo Red/Blue Rear Crash Bar
- (2) TCRBHD1 Tracer Under Bag Side Mount
- (2) TCRHT1 Tracer Trio RCB Under Bag Side
- (2) 0SB00SCR Whelen Blue Steady-Burn and Clear Lens Rear LP Run Authority Blue LED
- (1) TLI2KX T-Ion Duo Red/Amber Front Fender Side Surface Mount – Amber to Turns
- (1) TLI2MX T-Ion Duo Blue/Amber Front Fender Side Surface Mount – Amber to Turns
- (1) M08TMJ2 Whelen Windshield Array Electra Glide RBWBR
- (1) FDFP11RR Whelen 4" Extended LED drive/warn R/C (front par36 emergency lights)
- (1) FDFP11BR Whelen 4" Extended LED drive/warn B/C (front par36 emergency lights)
- (1) LINV2R LINV2 Red 90* Par 32 Mounted with puddle light function
- (1) LINV2B LINV2 Blue 90* Par 32 Mounted with puddle light function
- (2) LINV2C LINV2 Clear 45* Par 32 Mounted with puddle light function
- (2) RBKTHD8 45/90* Front Par 36 Bracket
- (1) Setcom MWH-31 Motorcycle PTT Unit
- (1) Electronic Air Horn wire to sound with horn button
- (1) Emergency Vehicle Equipment Installation / H-D Equipment Install

(1) Harley-Davidson 60 Month Extended Warranty Police (POLICE ESP)

All proposed FLHTP motorcycles to be in full compliance as follow:

This Bid is to includes the City of Rockwall purchase and installation of listed equipment for one (1) Police Harley-Davidson Electra Glide Motorcycle. The installation of the new emergency equipment shall be done in a manner that it appears to be factory Harley-Davidson (no butt splices, no crimp connector, no split loom shrouding). All connections will either use factory Harley-Davidson Deutsch Connectors or soldered connections with heat-shrink wrap. Harley-Davidson factory connectors shall be used in the areas that regularly need removed for service/replacement of parts (e.g. front PAR36 emergency light housing with LINV Whelen lightheads or Whelen windshield array) **The installation shall include a workmanship/install warranty for the term of at least 2 years** and all work **shall be completed by a currently certified Harley-Davidson Level 5 Electrical Technician. Installation of Whelen lightheads requires the sync function wire is connected in series front and rear to all lightheads so the flash pattern is synchronized and set to a department approved pattern. There shall not be any equivalent equipment submitted, only use of the below specified equipment is approved.**

**Specifications apply for both Domestic and California Configurations.

Bid Response/Signature Form

1. **This is an all or none bid.** Delivery for all said equipment shall be FOB City of Rockwall, 205 W. Rusk, Rockwall, Texas 75087. State below the number of calendar days that delivery will be made after vendor receives order.

Motorcycles fully equipped and delivered to Rockwall Police Dept. at above stated address _____ calendar days ARO.

2. Manufacturer's warranty (briefly describe) _____
Attach additional information for detail warranty on Motorcycle and all other equipment.
3. Terms are Net 30 Days unless vendor offers an additional percent discount of _____ off total bid.
4. Police fleet discount of \$ _____ per motorcycle.

	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Motorcycle	1 each	\$ _____	\$ _____
Total Contract Price (include all labor, parts, installation and delivery costs)			\$ _____

Exceptions:

Return Bid to: **Lea Ann Ewing**
 Purchasing Agent
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 385 S. Goliad, Rockwall TX 75087
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Bid Return Date: **November 30, 2018 @ 3:00 pm CST**

Signature:

In submitting the attached Bid, the vendor agrees that acceptance of any or all Bid items by the City of Rockwall within a reasonable period of time constitutes a contract.

Date _____

Authorized Signature _____

Printed Name and Title _____

Company Name _____

Mailing Address _____

City, State, Zip _____

Sales Representative _____

Telephone _____ Fax _____

Mobile Phone _____

Email _____

**CITY OF ROCKWALL, TEXAS
GENERAL CONDITIONS OF THE BID
AND
INSTRUCTIONS TO BIDDERS**

1. **CONDITIONS/INSTRUCTIONS:** These Conditions and Instructions apply to all bids and become a part of the terms and conditions of any bid submitted unless bidder takes exception in writing when submitting bid.
2. **FORM:** Bids must be submitted on the forms provided and the forms must be completed in ink. The Bid price of each item on the form must be stated in numerals. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature. All names must be printed below the signature. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
3. **BID RETURN:** The original bid form must be sealed in an envelope clearly marked on the (outside) front with "Motorcycle Bid" and addressed to Purchasing Agent, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087 and include bid opening time and date.
4. **BID DUE DATE AND TIME:** Bids must be in the Purchasing Office prior to the closing time and date:
3:00 pm CST, November 30, 2018
5. **PRE BID MEETING:** **Not applicable to this bid item.** A pre bid meeting will be held on _____ at _____ in the City Hall Council Chambers, 385 South Goliad, Rockwall, TX 75087. Interested vendors are encouraged to attend as City staff and the project architect will be available to answer questions concerning this project, clarify any specification discrepancies and provide a site visit.
6. **BID/CONTRACT DOCUMENTS:** The following bid documents become a part of any contract awarded as a result of the bid:
 - General Conditions of the Bid
 - Instructions to Bidders
 - Notice to Bidders
 - Specifications
 - Any Attachments and Exhibits
 - Surety Bonds and Insurance
 - Plans, Drawings, Maps, Blueprints, and Plats
 - Contract
7. **ACCEPTANCE:** The City reserves the right to accept or reject part or the entire bid, and to accept the offer considered most advantageous to the City.
8. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified - extend and show total. In the event of discrepancies in extension, the unit prices shall govern.
9. **F.O.B. - DAMAGE:** Items shall be bid F.O.B. Delivered, City of Rockwall designated facility, Rockwall, Texas 75087 and shall include all delivery and packaging costs. The City of Rockwall assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
10. **FIRM PRICES:** Bid prices must be firm for 60 calendar days from the date of the bid opening.
11. **AUTHORIZED SIGNATURE:** Bids MUST show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

12. WITHDRAWAL - ALTERATION OF BIDS: Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initiated by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Finance.

13. INVOICES: Invoices bill to shall be Accounts Payable, City of Rockwall, 385 S. Goliad, Rockwall, Texas 75087.

14. PAYMENT TERMS: Normal payment terms are Net 30 provided the goods and/or services received are in satisfactory condition. Any discounts available to the City for early payment should be noted. Discounts may be considered in determining low bid. The City may refuse to approve the whole or any part of any payment if, subsequently discovered evidence or the results of subsequent inspections of the work nullify any such payment to such extent as may be necessary in his opinion to protect City from loss because:

- the goods have not been received by the City,
- the goods received by the City were not in satisfactory condition,
- the Vendor's work is defective, or completed Work has been damaged requiring correction or replacement,
- claims or liens have been filed or there is reasonable cause to believe such may be filed,
- the Contract Price has been reduced because of Modifications,
- City has been required to correct defective Work or complete the work or,

15. TAXES: The City of Rockwall is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request. The City qualifies as an exempt agency pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, and is not subject to any State or City sales taxes. The Vendor's attention is directed to Rule 3.291, paragraphs (a.) (1.), defining separated contracts, subsection (b.) (3.) discusses separated contracts, and subsection (c.) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

16. INSURANCE: Liability insurance (General and Auto) and workers' compensation are required by the City for said bid item(s), **proof of insurance and workers' compensation should be submitted with the bid proposal.** The City reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder. VENDOR shall purchase, at his own expense, and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss or use resulting therefrom - any or all of which may arise out of or result of Vendor's operations under the Contract Documents, whether such operations be by himself or by any SubVendor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the Supplemental Conditions or required by law, whichever is greater, shall include contractual liability insurance and **shall include the City as an additional insured.** The VENDOR shall maintain such additional insurance as he may deem appropriate. With the exception of the Agreement, VENDOR shall file with the City his Acord certificates of such insurance, acceptable to City; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.

- Limits:
Such insurance as will protect the Vendor for damages because of bodily injury, sickness, disease or death of his employees apart from that imposed by Statutory Worker's Compensation laws with such insurance having a minimum limit of liability of not less than \$500,000.

- Such insurance as will protect the Vendor from claims from damages because of bodily injury, personal injury, sickness, disease or death with minimum limits of liability of not less than \$500,000 each occurrence and \$500,000 aggregate.
- Such insurance as will protect the Vendor from claims for damages for injury to or destruction of tangible property of others, including loss of use thereof. Such coverage shall include Broad Form Property Damage and removal of XCU exclusions where applicable. The minimum limits of liability shall be \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Such insurance as will protect the Vendor from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage shall be not less than \$1,000,000 for each occurrence.
- Property insurance including materials not in place at the site to the full insurable value thereof.

All insurance coverages required are MINIMUM coverages and limit amounts, and it shall be the Vendor's responsibility to determine which limits are adequate for the scope and size of this work. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, the Vendor is fully responsible for all losses arising out of, resulting from or connected with operations under this contract whether or not said losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the Contract requirements does not release the Vendor from compliance herewith.

The City and Vendor waive all rights against each other for damages caused by fire or other perils to the extent their interests are covered by insurance under this Section, except such rights as they may have to the proceeds of such insurance when held by the City as trustee. The Vendor shall require similar waivers by Sub Vendors and Sub-sub Vendors.

17. WARRANTY - MAINTENANCE AGREEMENT: All documentation regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.

18. DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid list.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Agent, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Purchasing Agent informed at all times of the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Agent to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder. Every effort will be made by Purchasing to locate the goods at the same or better price as that originally contracted.

19. DELIVERY TIME: Deliveries will be accepted only during normal working hours, 8:00 A.M. to 5:00 P.M. CST, Monday through Friday, at the designated City facility.

20. PRICE FIXING: In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid. Consistent and continued tie bidding on any commodity could be cause for rejection of all bids by the Purchasing Agent and/or investigation by the Attorney General to determine possible Anti-Trust violations.

21. BID EVALUATION: All bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary. Other criteria used in determining the lowest responsible best value bid are as follows.

- Bid Price
- Service / Repair Location

- Warranty
- Delivery
- Special needs and requirements of the City of Rockwall
- Vendor's knowledge of and experience with Bid Items
- Vendor's past performance record with the City of Rockwall
- City of Rockwall evaluation of the Vendor's ability to perform

In evaluating bids, the City will consider the qualifications of the Bidders whose bid response complies with the prescribed specifications, requirements, alternates and unit prices if requested in the Bid forms. The City may consider the qualifications and experience of Sub Vendors and other persons and organizations (including those who are to furnish the principal items of labor, material or equipment) proposed for those portions of the work as to which the identity of Sub Vendors and other persons and organizations must be submitted on the form provided in this bid packet. The City may conduct such investigation as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Sub Vendors and other persons and organizations to do the work in accordance with the Contract Documents to City's satisfaction within the prescribed time. City reserves the right to reject the Bid of any Bidder who does not meet any such evaluation to City's satisfaction.

It is expected that the City's evaluation of bids and award of contract will be made within 90 days of the bid opening date. The successful Bidder will be notified by a written Notice of Award. Timely work and compliance to the maintenance schedule, agreed to by the City and the Vendor, is very important and failure to meet the maintenance schedule will subject the Vendor to liquidated damages.

- 22. NEGOTIATION:** Any attempt to negotiate or give information on the contents of this bid with the City or its representative prior to award shall be grounds for disqualification.
- 23. GRATUITIES:** The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.
- 24. VENDOR PERFORMANCE:** The City of Rockwall shall make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with specifications, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.
- 25. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas. Venue for this contract is in Rockwall, County. Vendor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If Vendor observes that the Specifications, Plans or Drawings are at variance therewith, he shall give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If Vendor performs any work contrary to such laws, ordinances, rules and regulations, and without such notice to the City, he shall bear all costs arising therefrom.
- 26. USE OF CITY LOGO:** The City of Rockwall Logo and Images (hereinafter "Logo") are registered trademarks with the State of Texas Secretary of State and the City of Rockwall is the owner of all rights to the Logo. Unauthorized use of the Logo is strictly prohibited.
- 27. INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City as having received the bidding documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 28. BID SECURITY:** **Not applicable for this bid item.** Each bid for construction work must be accompanied by an approved Bidder's Bond underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, for the sum of five percent (5%) of the amount of the maximum total bid as a guarantee that, if awarded the contract, the Bidder will promptly enter into a Contract and execute Performance and Payment Bonds on the forms included in the Contract Documents. VENDOR shall furnish performance and payment

bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, in such form as set forth in the Contract Documents and with such corporate sureties as are licensed to conduct business in the state where the work is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The performance bond and payment bond shall be extended to include any contract extension.

If the surety on any Bond furnished by VENDOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work is located is revoked, VENDOR shall within five (5) days thereafter substitute another Bond of which the surety shall be acceptable to the City.

Prior to delivery of the executed Agreement by City to VENDOR, City may require VENDOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as the City may require.

29. CONTRACT TIME: If the bid is for an annual contract and the City has the right, with the Vendor's written permission, to extend the contract into consecutive years. Should the contract be extended; all pricing, specifications, conditions and contract documents shall remain in effect.

30. AWARD OF CONTRACT: The City of Rockwall reserves the right to accept or reject any and all Bids and to resolicit for Bids as it shall deem to be in the best interests of the City. Receipt of any Bid shall under no circumstances obligate the City to accept the lowest cost Bid. The award of this contract shall be made to the responsible Vendor whose Bid is determined to be the best-evaluated offer, taking into consideration demonstrated competence and qualifications to provide the equipment solicited in the RFB. A contract may be awarded in mid-December 2018. All bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary.

In evaluating bids and determining best value, the City will consider the following criteria: a) Project cost or purchase price; b) Reputation of Vendor and of Vendor's goods or services; c) Quality of Vendor's goods or services; d) Extent to which the goods or services meet the needs of the City; e) Vendor's past performance or relationship with the City; f) Total long-term cost to City to acquire Vendor's goods and or services; and g) Any other relevant factor listed in this Bid Packet that a public entity may consider in selecting a Vendor, which may include, but is not limited to, any of the following: 1) Vendor's principal place of business; 2) Warranties offered, Vendor's warranty service history, and the probability of continuous availability of the goods and/or services offered; and 3) Packaging of the product (in some cases preference is given to a Vendor who provides all the components relative to the complete package).

In addition to the Best Value Criteria set forth above, the City's evaluation will include Vendor's responses to the forms and other attachments included or associated with this Bid.

The City may award Contracts to multiple Vendors supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Vendor.

39. LIQUIDATED DAMAGES: In the event the Vendor fails to attain substantial completion of the entire project (all bid items) within the time set forth in the Contract, the City may withhold money permanently from the Vendor's total compensation a sum of \$200.00 per day as liquidated damages and for added expenses for City services, etc. The City will be the sole judge as to whether the work has been completed according to the maintenance schedule.

40. LABOR, MATERIALS AND EQUIPMENT: All materials and equipment shall be applied and used in accordance with the instructions of the manufacturer, fabricator or processors.

44. SUBSTITUTE MATERIALS AND EQUIPMENT: If the specifications, law, ordinance or applicable rules or regulations permit Vendor to furnish or use a substitute that is equal to any material specified, and if Vendor wishes to furnish or use a proposed substitute, he shall make written application to the City for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; and identifying all variations of the proposed substitute from that specified. No substitute shall be ordered or applied without the written approval of the City.

The City will be the judge of equality and may require Vendor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or applied without such performance guarantee and bonds as City may require which shall be furnished at Vendor's expense.

47. PATENT FEES AND ROYALTIES: Vendor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Vendor shall indemnify and hold harmless City and anyone directly or indirectly employed by the City from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, produce or device and shall defend all such claims in connection with any alleged infringement of such rights.

Vendor shall obtain, maintain and pay for all permits and licenses and shall pay all governmental charges and any fees associated with this maintenance service. All permits and licenses shall be in force the time of the Bid opening. City shall assist Vendor, when necessary, in obtaining such permits and licenses.

53. CORRECTION OF DEFAULT: If required by the City prior to approval of final payment, Vendor shall promptly, without cost to City correct any default, whether or not fabricated, applied, installed or completed. If Vendor does not correct such default, remedy any unaccepted application, within a reasonable time, all as specified in a written notice from the City, the City may have the deficiency or default corrected. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Vendor, and an appropriate deductive Change Order shall be issued. Vendor shall also endure the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

54. NEGLECTED WORK BY VENDOR: If Vendor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the maintenance schedule, the City, after seven (7) days' written notice to Vendor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Vendor in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Vendor are not sufficient to cover such amount, Vendor shall pay the difference to the City.

55. CITY MAY SUSPEND WORK: City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notice in writing to Vendor and the City shall fix the date on which Work shall be resumed. Vendor shall resume the Work on the date so fixed. Vendor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor.

56. CITY MAY TERMINATE: If Vendor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or a trustee or receiver is appointed for Vendor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SubVendors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the City, or if he otherwise violates any provision of the Contract Documents, then City may, without prejudice to any other right or remedy and after giving Vendor and his Surety seven (7) days written notice, terminate the services of Vendor, and finish the Work by whatever method the City may deem expedient. In such case Vendor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Vendor. If such costs exceed such unpaid balance, Vendor shall pay the difference to the City. Such costs incurred by the City shall be incorporated in a Change Order.

Where Vendor's services have been so terminated by City, said terminations shall not affect any rights of City against Vendor then existing or which may thereafter accrue. Any retention or payment of moneys by City due Vendor will not release Vendor from liability.

Upon seven (7) days written notice to Vendor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Vendor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

59. GIVING NOTICE: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

60. COMPUTATION OF TIME: When a period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

61. GENERAL: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees and obligations imposed upon Vendor and the rights and remedies available to the City thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

62. INDEMNIFICATION. VENDOR shall indemnify and hold harmless the CITY and its representatives, agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss or use resulting there from and (b) is caused in whole or in part by any condition of premises or materials, act or omission of Vendor, any SubVendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part negligence or otherwise, by a party indemnified hereunder. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any SubVendor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

63. PIGGYBACK CONTRACT/OTHER ENTITY CLAUSE:

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for Texas cooperative members. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. The City authorizes each governmental entity to order and make payment directly to the successful proposer. The term of this agreement is three (3) years from the date of contract execution unless the contract states otherwise.

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the ROCKWALL County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Rockwall and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Rockwall shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____ YES

_____ NO

65. DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914). Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

12.0 **CERTIFICATE OF INTERESTED PARTIES FORM 1295**
Definition and Instructions

Section 2252.908 of the Texas Government Code 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.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> 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 City.

City of Rockwall, Texas
House Bill 89 VERIFICATION

I, _____, [Person Name]

the undersigned representative of _____
(Company or Business Name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Rockwall.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THE CITY OF ROCKWALL, TEXAS

PUBLIC NOTICE

INVITATION TO BID

The City of Rockwall is currently accepting sealed bids for a Police Pursuit Harley Davidson Motorcycle. Sealed bids will be received by the Purchasing Agent, City of Rockwall, 385 S. Goliad, Rockwall, Texas 75087 until 3:00 PM, November 30, 2018. At said place, time and date all bids that have been duly received will be publicly opened and read aloud. The City reserves the right to reject all bids, waive informalities, and to reject nonconforming or conditional bids. Specifications are available on line at www.rockwall.com or at the Purchasing Agent office. For information contact Lea Ann Ewing, Purchasing Agent, at 972-771-7700 and lewing@rockwall.com.

Publish Dates: Herald Banner
November 16, 2018 and November 23, 2018