



City of Rockwall
The New Horizon

November 2021

The City of Rockwall is accepting sealed bids for:

Emergency Power Generators for City Facilities

Bids are due by **2:00 p.m. on November 22, 2021** and should be delivered to me at City Hall, 385 South Goliad Street, Rockwall, TX 75087 in a sealed envelope prior to said due time and date. Electronic bids will not be accepted.

A pre bid meeting will be **November 3, 2021 at 10:00 a.m.** at City Hall, 385 S. Goliad St., Rockwall, TX. Interested Vendors are **required** to attend as City staff will answer questions concerning this project, clarify any specification/plan discrepancies and provide site visits. Those vendors submitting bids and do not attend the pre bid meeting will not be considered.

Commercial auto and general liability, statutory worker's compensation insurances as well as bid, performance and payment bonds are required.

Bid Document is available at www.rockwall.com. Should you have any questions concerning the specifications, bidding procedure and work sites, please contact me at lewing@rockwall.com or you may contact the Project Manager Joey Boyd, Assistant City Manager, at jboyd@rockwall.com.

Best regards,

Lea Ann Ewing
Purchasing Agent
972-771-7700 x 6418
lewing@rockwall.com

City of Rockwall, Texas Invitation to Bid

Emergency Power Generators for City Facilities

Scope of Work

Vendor to provide new generators turn-key for emergency power as specified in this bid document.

Vendor to perform the work in accordance with all extra work in connection therewith, under the terms as stated in the General Conditions of the bid document; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to deliver said bid item turn key, in accordance with the conditions and prices stated in the Bid attached hereto, and in accordance with all the General Conditions of the Bid, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, attachments, exhibits and in accordance with the plans, which includes all specifications, maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, as prepared by the City and its representatives.

Forms and documents to be submitted with Bid

- Completed Bid Form
- Acknowledgment of Addenda (if any)
- Gen Set Manufacturer and specifications for each location
- Current Certificate of Liability and statutory Worker's Compensation insurances
- Bid Bond 5% of total bid amount
- List of Subcontractors to be used on this project
- Form CIQ
- Form 1295
- Form HB89 Verification
- Form W-9
- Three references for like-size job/scope of work

New Generator install locations:

1. Airport Sewer Lift Station #1
1701 Airport Road (Southwest hanger)
Rockwall TX 75087
2. Renfro Sewer Lift Station
724 E. Washington St., Rockwall TX 75087
3. Kroger Sewer Lift Station
405 E. I-30, Rockwall TX 75032
4. Airport Sewer Lift Station #2
1701 B Airport Road (West side of terminal by Office)
Rockwall TX 75087
5. Service Center Lift Station
1600 Airport Rd., Rockwall TX 75087
6. Animal Adoption Center
1825 Airport Rd., Rockwall TX 75087
7. City Hall
385 S. Goliad St., Rockwall TX 75087
8. The Center
108 E. Washington St., Rockwall TX 75087

Location of generators at each site:

Provided in this bid document are aerial maps of showing each facility site (denoted by **red star**) the approximate location for the new generator. The vendor will need to determine the exact gen set install location at each site.

City of Rockwall

Emergency Power Generators at City Facilities

Bid Response Form

Vendor: _____

<u>Item</u>	<u>Price Each</u>
1 each 20kW Diesel Generac Generator or approved equal SAE 20kW, 100 Amp ATS Single Phase, Subbase Tank 20kW, connected to the City's SCADA system for control monitoring, With sound attenuator, new concrete pad and Aluminum fence with drive gate Airport Sewer Lift Station	\$ _____
1 each 20kW Diesel Generac Generator or approved equal SAE 20kW, 100 Amp ATS Single Phase, Subbase Tank 20kW, connected to the City's SCADA system for control monitoring With sound attenuator, new concrete pad and Aluminum fence with drive gate Renfro Sewer Lift Station	\$ _____
1 each 80kW Diesel Generac Generator or approved equal 400 Amp Automatic Transfer Switch SAE 80kW, Subbase Tank 80kW, connected to the City's SCADA system for control monitoring With sound attenuator, new concrete pad and Aluminum fence with drive gate Kroger Sewer Lift Station	\$ _____
1 each 20 kW Diesel Generac Generator or approved equal SAE 20kW, 100 Amp ATS Single Phase, Subbase Tank 20kW, connected to the City's SCADA system for control monitoring With sound attenuator, new concrete pad and Aluminum fence with drive gate Airport 2 Sewer Lift Station	\$ _____

Bid Form Continued Vendor: _____

<u>Item</u>	<u>Price Each</u>
1 each 20kW Diesel Generac Generator or approved equal SAE 20kW, 100 Amp ATS Single Phase, Subbase Tank 20kW, connected to the City's SCADA system for control monitoring With sound attenuator, new concrete pad and Aluminum fence with drive gate Service Center Sewer Lift Station	\$ _____
1 each 150kW Natural Gas Generac Generator or approved equal 150 kW 208/120 volt 3ph 4w natural gas 400 Amp 208/120 volt Transfer Switch With sound attenuator, new concrete pad and Aluminum fence with walk gate Animal Adoption Center	\$ _____
1 each 350kW Diesel Generac Generator or approved equal 350 kW, 1600 Amp Transfer Switch With sound attenuator, new concrete pad and Aluminum fence with walk gate Remove and dispose of existing gen set City Hall	\$ _____
Credit for trade in value of existing Gen Set	(\$ _____)
1 each 275kW Diesel Generac Generator or approved equal 275 kW, 400 Amp Transfer Switch With sound attenuator, new concrete pad and Aluminum fence with walk gate The Center	\$ _____
Total bid:	\$ _____

1. Price should include generator set/transfer switch combination for startup and demonstration by manufacturer's service dept.

1 at each location: Dual wall 24-hour capacity fuel cell

2. Price should include all specifications such as labor, materials, size of concrete pad, aluminum fence and gate, electrical, LP gas pipe size, gas line size and minimum volume and psi of LP gas at generator regulator, minimum water column and volume at generator regulator.

3. Pad and fence sizes shall be determined by generator selection. By code the fence must be a minimum of 30 inches away from the gen set and pad.

Bid Form Continued **Vendor:** _____

4. Bid price for each location to include all removal and disposal of any existing structures such as fence, landscaping, trees, shrubs, debris etc. as to allow for the complete install and operation of the Gen Sets.

Acknowledgement of Addenda received: Initial and date

1 _____ 2 _____
3 _____ 4 _____

5. Lead time on generators is _____ calendar days?

6. Lead time for Transfer switches is _____ calendar days?

7. Cost to do NFPA 110 LOAD BANK TEST AT SAME TIME OF STARTUP AND DEMO is \$_____ per generator location?

8. Payment terms - Net 30 days if not otherwise indicated: _____
Discount for early payment: _____

Signature:

In submitting the attached Proposal, the vendor agrees that acceptance of any or all Proposal 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 _____

Office Telephone _____ Cell Phone _____

Email _____

Web Site _____

Emergency/Standby Power Systems

Generator Set(s)

Part 1 GENERAL

1.01 Scope

- A. Provide complete factory assembled generator set equipment with digital (microprocessor-based) electronic controls.
- B. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system. Not to void any manufacturer's warranties.
- C. The generator set manufacturer shall warrant all equipment provided under this section, whether or not is manufactured by the generator set manufacturer, so that there is one source for warranty and product service. Technicians specifically trained and certified by the manufacturer to support the product and employed by the generator set supplier shall service the generator sets.

1.02 Codes and Standards

- A. The generator set, installation and on-site testing shall conform to the requirements of the National Electrical Code and City of Rockwall Ordinances. All City required permit costs for this project waived.
- B. Include an Outdoor Weather-Protective Enclosure

Part 4 OTHER REQUIREMENTS

4.01 Submittals. Within 10 days after award of contract, provide two (2) sets of the following information for review:

- Manufacturer's product literature and performance data, sufficient to verify compliance to specification requirements. - Manufacturer's certification of prototype testing.
- Manufacturer's published warranty documents.
- Shop drawings showing plan and elevation views with certified overall dimensions, as well as wiring interconnection details.
- Interconnection wiring diagrams showing all external connections required; with field wiring terminals marked in a consistent point-to-point manner.

4.02 Factory Testing.

- A. The generator set supplier shall perform a complete operational test on the generator set prior to shipping from the factory. A certified test report shall be provided to the City. Equipment supplied shall be fully tested at the factory for function and performance.

- B. Generator set factory tests on the equipment shall be performed at rated load and rated power factor. Generator sets that have not been factory tested at rated power factor will not be acceptable. Tests shall include: run at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

4.03 Installation

- A. Equipment shall be installed and initially operated by licensed certified representatives of the manufacturer.
- B. All equipment shall be physically inspected for damage by the contractor and the City. Scratches and other installation damage shall be repaired prior to final system inspection and testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to final testing of the system.
- C. Where applicable, the contractor shall make the connection for each new Generator to the City's existing SCADA system for monitoring and control.

4.04 On-Site Acceptance Test:

- A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Vendor. The City's Project Manager shall be notified in advance and shall have the option to witness the tests.
- B. Installation acceptance tests to be conducted on-site shall include a "cold start" test, a two hour full load test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, at the cost of the Contractor expense.
- C. Contractor to perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with City Project Manager.

4.05 Training

- A. The contractor and/or equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than one hour in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the City Project Manager.

4.06 Service and support

- A. The manufacturer of the generator set shall maintain service parts inventory at a central location that is accessible to the service location 24 hours per day, 365 days per year. Provide a one-year fully covered costs of repair/replacement parts (new) and labor.
- B. Under the initial one-year full warranty, the generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.

- C. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

4.07 Warranty

- A. The generator set and associated equipment and labor shall be warranted for a period of not less than 1 year from the date of commissioning against defects in materials and workmanship.
- B. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

4.08 Concrete Pad specifications

- A. Contractor to refer to the CITY OF ROCKWALL STANDARD OF DESIGN AND CONSTRUCTION REQUIREMENTS found on the City's web site at <http://www.rockwall.com/documents/engineering/Standards%20of%20Design%20and%20Construction.pdf>. Size of pad shall be determined by the generator selected for each site.

4.09 Fencing and Gate

- A. The fence is to be 8 feet tall Ultra Aluminum UAS-100 Industrial Premium grade black powder coated aluminum with 3 inch square posts and all accessories. Screws used to attach fence shall be stainless steel. Schedule 80 aluminum. Footprint of the fence shall be determined by the size of the concrete pad.
- B. Include new concrete mow strip. Mow strip needs to be 24 inch wide x 4 inch high above grade. Eight inches thick at the drive gate as to accommodate heavy vehicle traffic. Grade to drain. Install weed mat and flex base 4" thick to grade.
- C. Plug and modify existing irrigation as required.

SPECIFICATIONS

Section 02825 - Ornamental Fences and Gates

Spec-Data Sheet

1. PRODUCT NAME

Ultra Aluminum Industrial Picket Fence

2. MANUFACTURER

Ultra Aluminum Mfg., Inc
2124 Grand Commerce Drive
Howell, MI 48855
Tel: (517) 548-6693
Toll-Free: (800) 666-4420
Fax: (800) 643-7429
www.ultrafence.com

3. PRODUCT DESCRIPTION

Basic Use: To provide attractive, maintenance-free security for residential, commercial, industrial, municipal and recreational applications. The Ultra Aluminum Picket Fence is the ideal choice whenever there is a need for security and protection that complements the architectural or landscape design.

There are two strengths of the Ultra Aluminum Industrial Picket available:

Industrial, and Heavy Industrial. The Industrial and Heavy Industrial provide the maximum protection. Heavy Industrial is made up of a double rail design that allows for hidden fasteners and no exposed cavities under rail stock. See drawings below:

Composition and Materials: The Ultra Aluminum Picket Fence is manufactured from aluminum extrusions, having a minimum ultimate strength of 35,000 psi, using 6005 T5 alloy for structural components. All screws are stainless steel with a .003 plating of zinc and coated with yellow chromate to ensure corrosion resistance under the harshest conditions. The screw heads are painted two coats of polyurethane paint to match the finish of the fence.

Sizes: Industrial and Heavy Industrial strength fences are available in heights of 3', 4', 5', 6', 7', 8', and 10'. Gates are available in widths up to 12' for an 8' and 10' high fence and up to 20' for all other heights below 8' and 10'.
Colors: The fence materials are coated with a TGIC polyester powder-coat finish for Industrial fence comes in Black (Pearl and Textured), White, Bronze, Beige and Green. Heavy Industrial is available in all five standard colors. Custom colors are available at an additional fee.

Posts: Posts shall be hollow square extrusion with holes pre-punched to allow the rails from the fence sections to slide into them. All posts shall include aluminum post caps. Posts can be placed no more than 6 feet apart.

- Line Posts and End Posts are 3' square x 0.125" thick
- Gate Posts are 4' square x 0.125" thick weighing 9.00 pounds per foot

Gates: Gates shall be fabricated with 2" or 2½" square ends, 1-5/8" x 1-5/8" rails and 1" square pickets. The gate shall be a double swing gate. Gate shall match appearance of fence panel. The gate shall have a double rail that allows for hidden fasteners and no exposed cavities under the rail. Gate shall be designed and manufactured by the fence manufacturer.

- Each gate shall have a hasp for chain locking welded to the frame as detailed in the construction plans.
- Gates shall be designed and manufactured by the fence manufacturer.
- Assembled section shall be able to support 500-pounds of vertical load at the mid-point of any horizontal frame rail.
- Swing gates shall include cane-bolts for each gate panel. The cane-bolt shall have a stop to hold it in the up position for operating the gate.
- Hinges shall have minimum 3/8" stainless steel pins.

Post Installation: The post shall be set 36" in the concrete footing. The gate post shall set a minimum of 48" into the concrete footing.

**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 **"Emergency Power Generators at City Facilities and addressed to Purchasing Agent, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087 and include bid opening time and date. All bids duly received will be publicly opened and read aloud in the Council Chambers located in City Hall at 385 South Goliad, Rockwall, Texas.**
4. **BID DUE DATE AND TIME:** Bids must be in the Purchasing Office prior to the closing time and date **2:00 p.m. CST, November 22, 2021** at which time bids will be publicly opened and read aloud. Bids received after such time will not be considered, and will be returned unopened.
5. **PRE BID MEETING:** Required. A pre bid meeting will be held **November 3, 2021 beginning at 10:00 a.m.** in City Hall Council Chambers, 385 S. Goliad St., Rockwall, TX. Vendors are required to attend as City staff will be available to answer questions concerning this project, clarify any specification discrepancies and provide site visits.
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 all of the 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, multiple

facilities, Texas 75087 and 75032 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 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 initialed 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 South 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. Vendor shall invoice on a monthly basis for work completed. The invoice should include a copy of the weekly Maintenance Reports applicable to the invoice amount. The City will review each weekly maintenance report as they are turned in to confirm that the work has been completed in accordance with the Maintenance Schedule. Once the work has been approved by the City, payment will be made to the Vendor within fourteen (14) calendar days. 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,
 - unsatisfactory prosecution of the Work (deviation from Maintenance Schedule),
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.) discussing separated contracts, and subsection (c.) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

16. INSURANCE: Liability insurance and/or workers' compensation are required by the City for said bid item(s), **proof of insurance and/or 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 there from - 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 Sub Vendor 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.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$1,000,000 each occurrence, \$2,000,000 general aggregate; Or \$2,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

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 and Sub-Subcontractors.

17. **WARRANTY - MAINTENANCE AGREEMENT:** Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid. Vendor to warranty equipment and work for a period of one calendar year from date of acceptance by the City. All labor, parts, material and equipment required to make repairs or exchanges are the responsibility of the Vendor during this 1 year warranty period. More than 2 repairs of the same nature for the same generator will result in installation of a new generator unit at the cost of the Vendor should the repairs be a result of Vendor negligence (reference #51 of this General Conditions).

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 and Best Value basis will be used. Criteria used in determining the lowest responsible bid are as follows.

- Bid Price 50%
- Service / Repair Location 10%
- Warranty / Delivery 5%
- Special needs and requirements of the City of Rockwall 5%
- Vendor's knowledge of and experience with Bid Items 20%
- City of Rockwall evaluation of the Vendor's ability to perform 10%

In evaluating Bids, 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 Subcontractors 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 Subcontractors and other persons and organizations must be submitted on the form provided in this bid packet. The City may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors 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 30 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 there from.
26. **USE OF CITY LOGO:** The City of Rockwall's Logos 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. **QUALIFICATION OF BIDDERS:** To demonstrate qualifications for the Project, each Bidder must be prepared to submit within five (5) days of the City's request for written data as to the Bidder's Qualifications such as financial data, previous experience, list of available equipment, and evidence of authority to conduct business in the jurisdiction where the project is located.
28. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE:** Before submitting a bid, each Bidder/Contractor shall (a.) examine the Contract Documents thoroughly, (b.) visit the work site to familiarize himself with local conditions that may in any manner affect performance of the work, (c.) familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d.) carefully correlate his observations with the requirements of the Contract Documents.
29. **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.

30. **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 specifications, conditions and contract documents shall remain in effect.
31. **AWARD OF CONTRACT:** Multiple vendor awards may be made for this project. City reserves the right to reject any and all Bids and waive any informalities and all nonconforming, or conditional Bids or counter proposals. If a contract is awarded, it will be awarded to the lowest responsible Bidder who met specifications and whose evaluation by City indicates to the City that the award will be in the best interest of the City.
32. **EXECUTION OF CONTRACT:** The successful Bidder(s), within fifteen (15) days after written Notice of Award, shall execute the formal Contract Agreement and required Bonds on the forms provided by the City. Vendor's Certificates of Insurance shall be provided with the executed contract. Once the Contract documents have been received and approved by the City, a written Notice to Proceed will be issued by the City authorizing the Vendor to commence work.
33. **LIQUIDATED DAMAGES:** Time of commencement; Time of completion; Liquidated Damages

Contractor shall commence works within ten (10) calendar days after receiving from City a notice to proceed or work order. Contractor agrees and covenants that all work hereunder shall be complete within _____ calendar days following notice to proceed.

The parties acknowledge that adherence by Contractor to the completion schedule set forth herein is essential to this agreement. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to complete in accordance with the provision hereof are uncertain and would be difficult of ascertainment as a result of public inconvenience, restricted or denied access from the water shoreline and detriment to the overall appeal of the Harbor District activities; it is further agreed that the forecasted sum of \$150 for each calendar day that completion is overdue would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach.

34. **VENDOR'S PRE-START REPRESENTATIONS:** VENDOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. VENDOR also represents that he has studied all drawings, plans and latent physical conditions and will make such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
35. **SUPERVISION AND SUPERINTENDENCE:** VENDOR shall supervise and direct the work efficiently with his best skill and attention. He shall be solely responsible for

the means, methods, techniques, sequences and procedures of work and safety at the work site. VENDOR shall be solely responsible to see that the finished work complies accurately with the Contract Documents. VENDOR and City intend that the VENDOR shall be an independent Vendor and not the agent or employee of the City.

VENDOR shall keep at the project site at all times during its progress of the work a competent resident superintendent. The superintendent will be VENDOR's representative at the site and shall have authority to act on behalf of VENDOR. All communications given to the superintendent shall be as binding as if given to VENDOR.

- 36. LABOR, MATERIALS AND EQUIPMENT:** VENDOR shall provide competent, suitable qualified personnel to lay out the work and perform scheduled maintenance as required by the Contract Documents. He shall at all times maintain good discipline and order at the work site.

VENDOR shall furnish all materials, equipment, labor, transportation, machinery, tools, appliances, fuel, power, and all other facilities and incidentals necessary for the completion of the maintenance work.

All materials which are to be incorporated into the work shall be new. All materials and supplies used on this job are specified on the plans and drawings. If required by City, Vendor shall furnish satisfactory evidence as to the kind of quality of materials.

All materials and equipment shall be applied and used in accordance with the instructions of the manufacturer, fabricator or processors.

- 40. 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.

- 41. SUBCONTRACTORS:** Vendor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom City may have reasonable objection. Acceptance of any Subcontractor, other person or organization by City after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Vendor, Vendor shall submit an acceptable substitute. Vendor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. Vendor shall not without the consent of City make any substitution for any Subcontractor, other person or organization that has been accepted by City. A list of all Subcontractors who the Vendor wishes to contract with to perform any part of the maintenance service shall be submitted with the bid. The list shall include the Subcontractor business name, address, contact person and telephone numbers.

Subcontractors are subject to the same Insurance requirements as Vendors and shall provide the City with certificates of insurance as requested by this bid.

Vendor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or other person or organization having a direct contract with Vendor, nor shall it create obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. The City may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Vendor on account of specific work done in accordance with the maintenance schedule and value thereof.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Vendor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

Vendor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

42. 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.

43. USE OF PREMISES: Vendor shall confine his equipment, the storage of materials and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. Permanent storage of Vendor's materials and equipment on or around the work site is not permitted at any time.

Vendor shall not load or permit any part of any structure to be loaded with weights that will endanger the structure, nor shall be subject any part of the work to stresses or pressures that will endanger it.

44. SAFETY AND PROTECTION: Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this maintenance service work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work Site and other persons who may be affected thereby.
- All the Work and all materials or equipment to be incorporated therein, and
- Other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

Vendor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify the owners of adjacent properties when prosecution of the work may affect them. All damage, injury or loss to any property referred to in this Contract caused, directly or indirectly, in whole or in part, by Vendor or Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Contract has expired and all work has been accepted by the City.

45. EMERGENCIES: In any emergency affecting the safety of persons or property, the Vendor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time required by the Vendor to fulfill the Contract on account of emergency work shall be approved by the City prior to any extension or additional compensation.

46. CLEANING: Vendor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, equipment and machinery, and surplus materials, and shall leave the site clean.

47. CHANGES IN WORK: Without invalidating the Contract, City may, at any time or from time to time, request additions, deletions or revisions in the work; changes will be authorized by Change Order forms. Upon receipt of a Change Order, the Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made on the basis of a claim made by either party. Any claim for a change in the Contract work shall be issued by written notice from the Vendor and delivered to City within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered at that time.

Additional work performed by Vendor without written authorization of a Change Order will not entitle him to claim an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency. No increases above the total amount bid or the extended price will be paid without a written Change Order, approved in advance of work done and provided by the Vendor to the City. Any additional work performed by the Vendor other than that which was included in the bid will NOT be paid by the City without having been specifically approved in advance by the City with a written Change Order. It shall be the responsibility of the Vendor to notify the City in advance of any work which will be in excess of the quantities, extended prices or total bid prior to said work being done by the Vendor. This section shall govern over any section within these specifications which may be to the contrary.

50. 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.

51. 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.

52. 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 Subcontractors 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.

54. VENDOR MAY STOP WORK OR TERMINATE: If, through no act or fault of Vendor, the Work is suspended for a period of more than thirty (30) days by City or under an order of court or other public authority, or the City fails to act on any invoice for payment within thirty (30) days after it is submitted, or City fails to pay Vendor any sum approved, or awarded by arbitrators within thirty (30) days of its approval and presentation, then Vendor may, upon seven (7) days' written notice to City, terminate the Contract and recover from the City payment for all Work executed and any expense sustained plus a reasonable profit.

In addition and in lieu of terminating the Contract, if the City has failed to act on an invoice for payment or City has failed to make any payment as aforesaid, Vendor may upon seven (7) days' notice to the City stop the Work until he has been paid all amounts then due.

55. 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.

56. 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.

57. 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.

58. 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 make payment directly to the successful proposer. The term of this agreement is one (1) year from the date of contract execution.

59. 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.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City Of Rockwall

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address: _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

VISIT <https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

PUBLIC NOTICE
CITY OF ROCKWALL, TEXAS
INVITATION TO BID

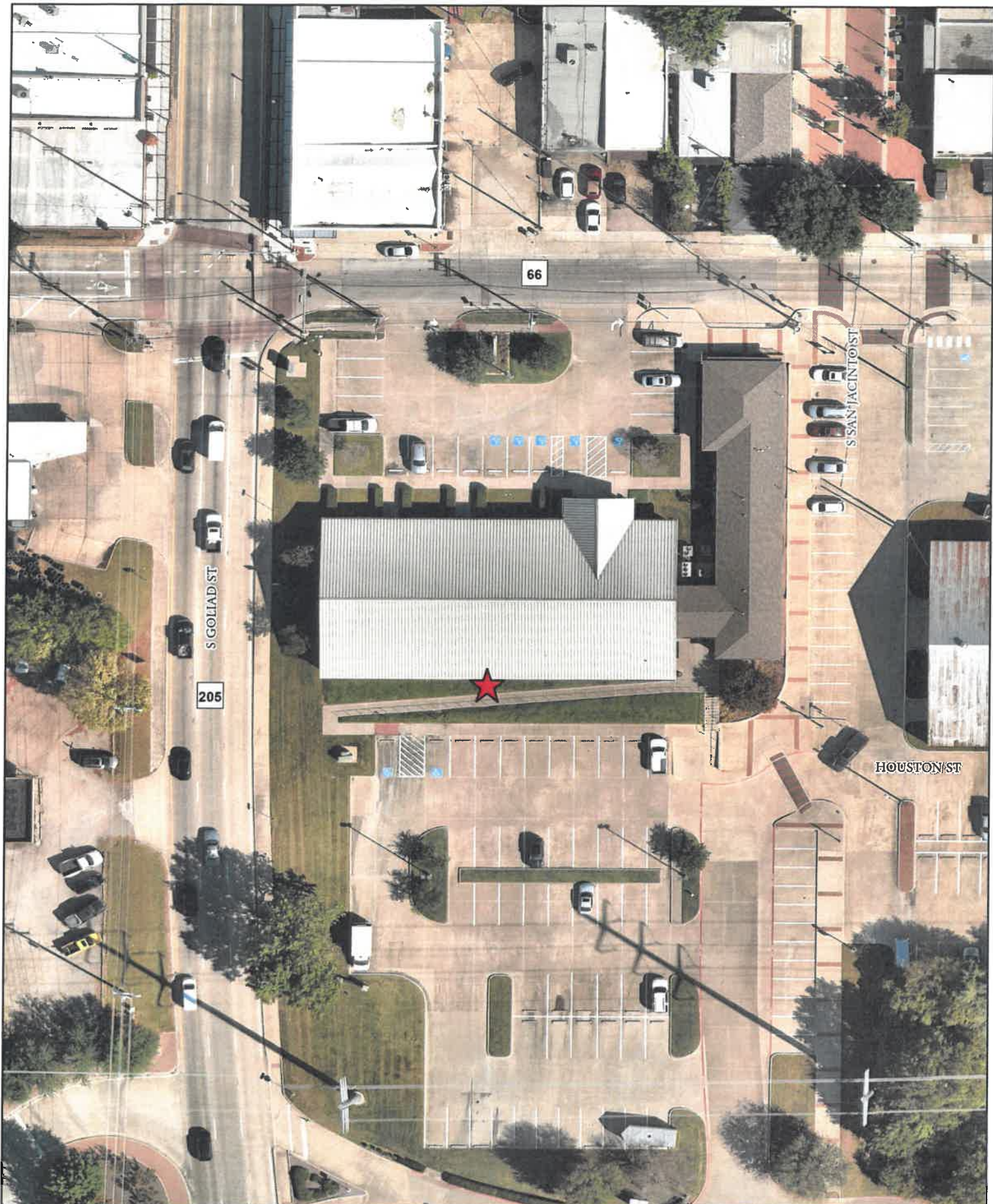
Sealed bids addressed to the Purchasing Agent, City of Rockwall will be received at City Hall, 385 South Goliad, Rockwall, Texas 75087 until 2:00 pm CST on November 22, 2021 for the purchase of emergency power generators to be installed at City facilities. All submitted bids duly received will be publicly opened and read aloud on the above date and time in the Rockwall City Hall Council Chambers. Liability and Workers Compensation insurances are required. Performance and Payment bonds required. The City reserves the right to reject any or all bids, waive formalities, re-advertise, re-bid and consider the most advantageous bid thereof. Bid packet may be examined and or obtained without charge at City of Rockwall web site www.rockwall.com.

Publish text above line only

Publish Dates:

Herald Banner October 22, 2021 and October 29, 2021





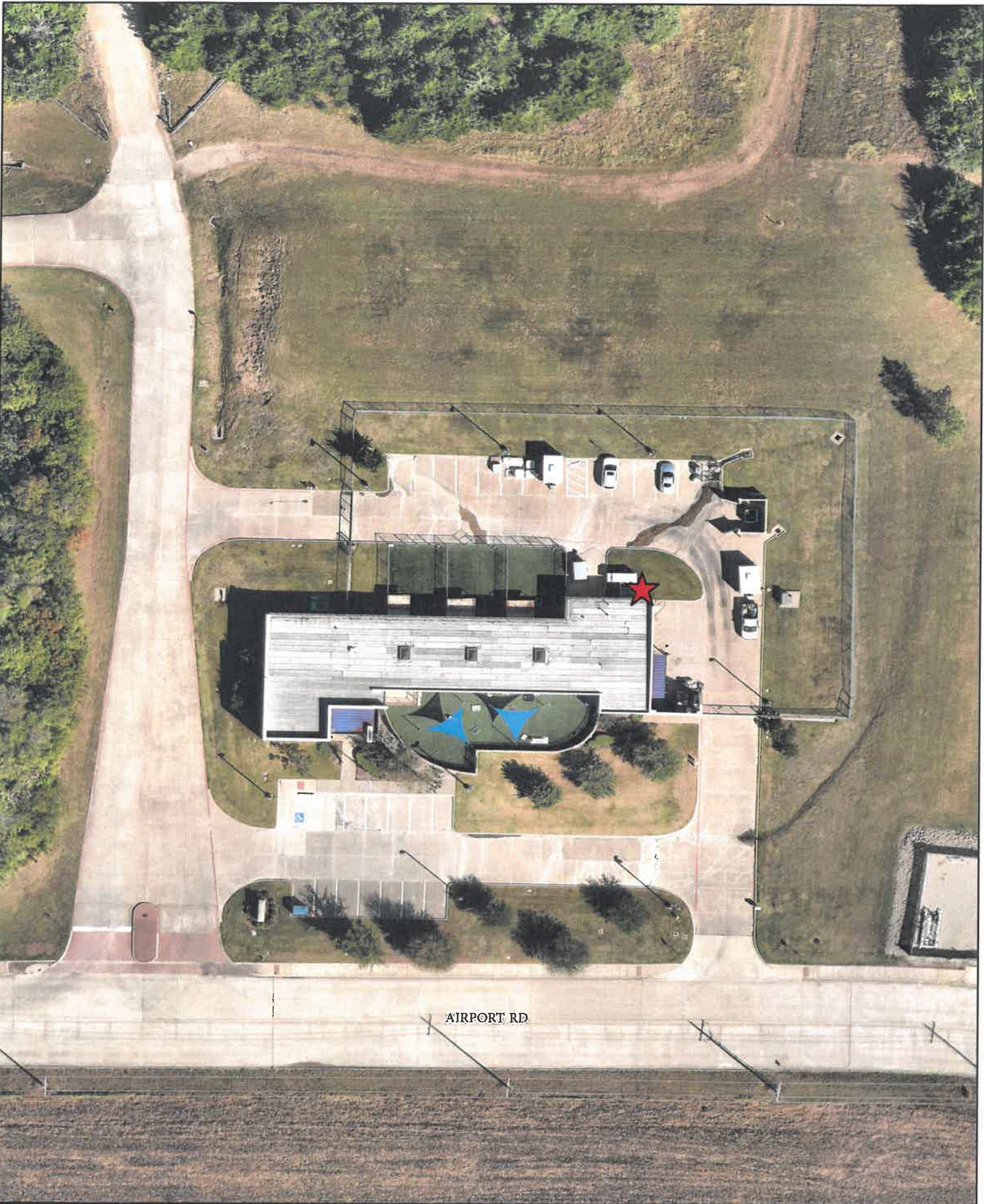
**City of
Rockwall**



0 37.5 75 Feet

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may vary from the City of Rockwall's control. The verification of accuracy and/or content is not warranted by the City of Rockwall. The City of Rockwall does not warrant the accuracy of any information. All information is provided as is, with no warranty, express or implied.

**The Center
Generator Location**



City of
Rockwall



0 37.5 75 Feet

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Animal Shelter
Generator Location



**City of
Rockwall**



0 37.5 75 Feet

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**City Hall
Generator Location**



AIRPORT RD



City of
Rockwall

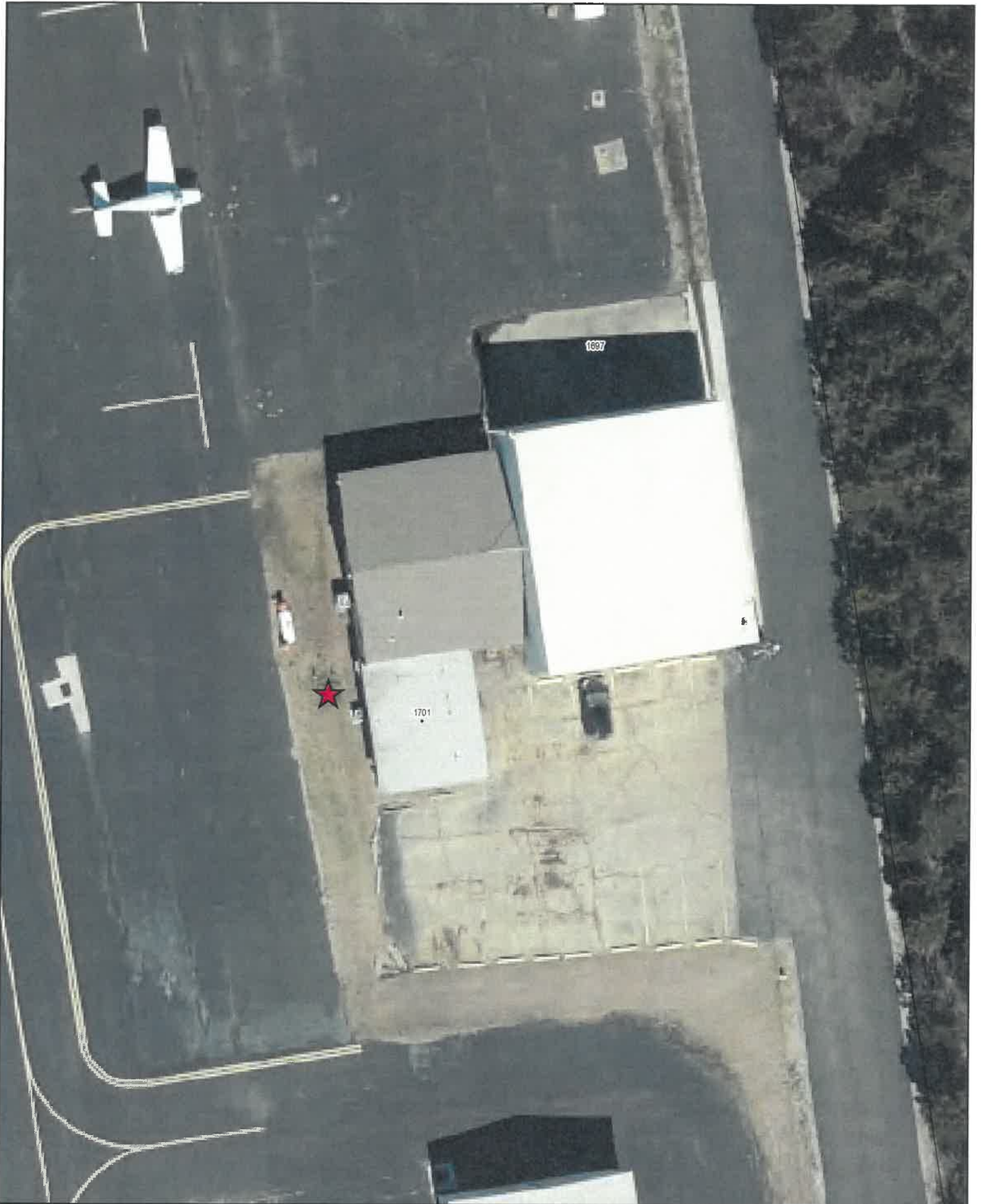


0 10 20 40 Ft

Date: 10/21/2021

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Airport 1
Lift Station



City of
Rockwall



0 10 20 40 Feet

Date: 10/21/2021

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Airport 2
Lift Station





City of
Rockwall

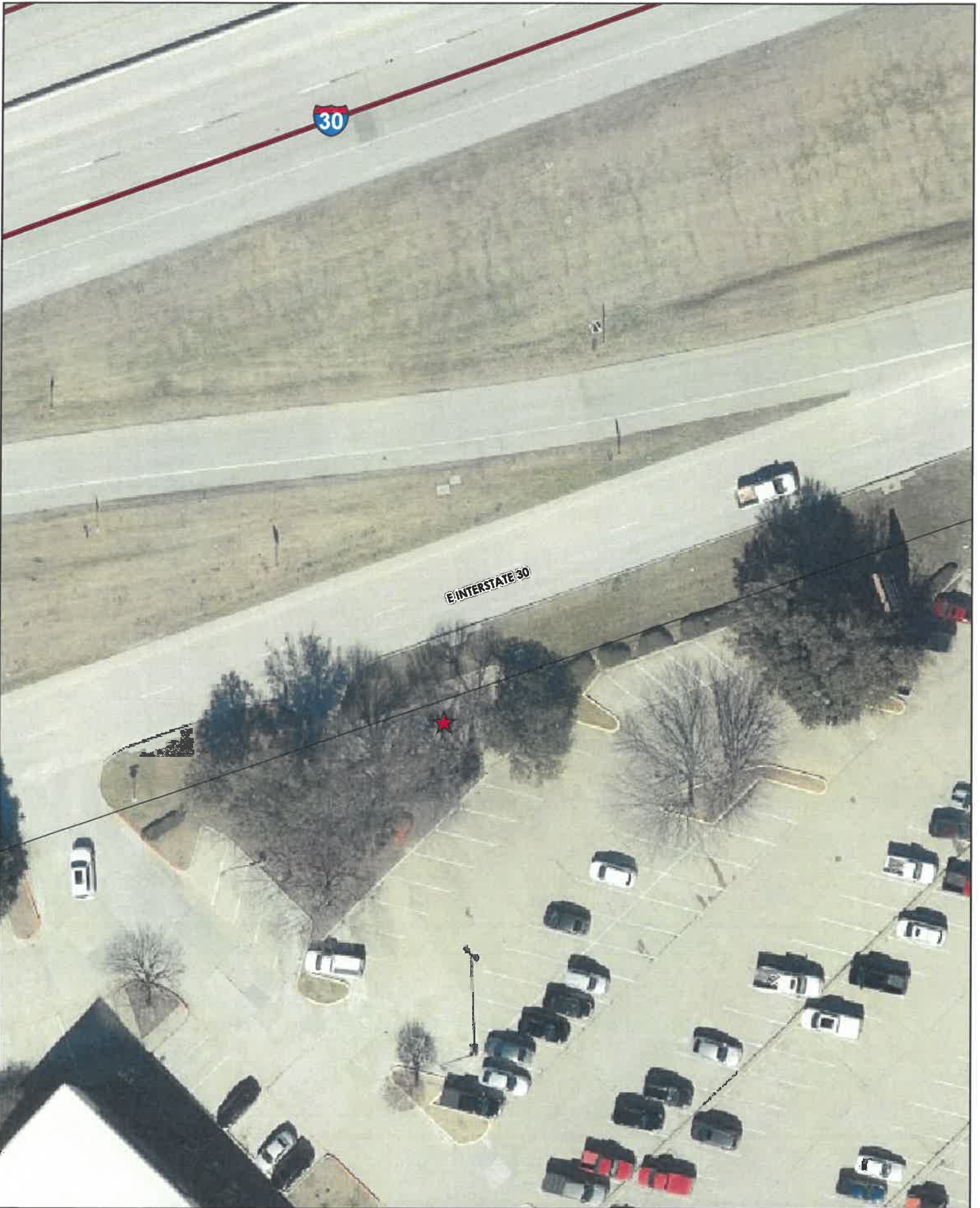


0 10 20 40 Feet

Date: 10/21/2021

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Service Center
Lift Station



City of
Rockwall



0 10 20 40 Ft

Date: 10/21/2021

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Kroger
Lift Station