



**INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT  
SPECIFICATIONS  
BID SHEET(S)  
FOR**

**OUTDOOR WARNING SIRENS & INSTALLATION SERVICES**

**PER  
THE CITY OF COPPELL SPECIFICATIONS  
AT  
THE CITY OF COPPELL  
TOWN CENTER  
PURCHASING DEPARTMENT**

**OPENING DATE: Thursday, August 2, 2018, 10:00 A.M.**



## INVITATION TO BID

Return Bid To: City of Coppell  
Purchasing Department  
255 Parkway Blvd.  
Coppell, Texas 75019

The enclosed *Invitation to Bid* and accompanying *Specifications with Bid Sheets* are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppell. **Sealed bids shall be received no later than: Thursday, August 2, 2018, 10:00 A.M. CST.**

## PRE-BID CONFERENCE

The City of Coppell will have a Pre-bid conference **Thursday, July 26, 2018, 10:00 A.M., CST at: 255 Parkway Blvd, Coppell, TX 75019.**

Please reference **Bid No. Q-0818-02** in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Purchasing Department.

The City of Coppell appreciates your time and effort in preparing a bid. Please note that all **bids must be received at the designated location by the deadline shown**. Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Bid opening is scheduled to be held in the City Hall, 255 Parkway Boulevard, Coppell, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a **"NO BID"** response (same time/location). The City of Coppell is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Invitation to Bid, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Purchasing Department at 972 -304-3698.



**INVITATION TO BID**  
**INSTRUCTIONS/TERMS OF CONTRACT**  
**BID NO. Q-0818-02**

**OUTDOOR WARNING SIRENS & INSTALLATION SERVICES**

By order of the City Council of the City of Coppell, Texas, sealed bids will be received for:

**OUTDOOR WARNING SIRENS & INSTALLATION SERVICES**

**TO PROVIDE** for an annual Contract commencing thirty (30) days after the date of the award and continuing for twelve month period. The City of Coppell, reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the city.

**IT IS UNDERSTOOD** that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

**BIDS MUST BE** submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below.  
**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!**

**SUBMISSION OF BIDS:** Sealed bids shall be submitted no later than Thursday, August 2, 2018, 10:00 A.M., Central Time to the address as follows:

City of Coppell  
Purchasing Department  
255 E. Parkway Blvd.  
Coppell, Texas 75019

**MARK ENVELOPE: BID NO. Q-0818-02**  
**ALL BIDS MUST BE RECEIVED IN THE CITY'S PURCHASING DEPARTMENT**  
**BEFORE 10:00 A.M., CST, THURSDAY, AUGUST 2, 2018**

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**Closing Date & Time: Thursday, August 2, 2018 @ 10:00 A.M.  
(CST)**

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<b>Solicitation Schedule</b>	<b>Dates</b>
Bid Issued	7/13/18
Pre-Bid Conference	7/26/18 – 10:00 A.M.
<b>Sealed Bids Due to the City</b>	<b>8/2/18 – 10:00 A.M.</b>

***All times and dates are CST.***



**PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE**

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Vivyon V. Bowman, ADA Coordinator or other designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

**REQUIRED INFORMATION:** The City of Coppell solicitation packets contain various documents that require completion by the Offeror. Said information must be completed prior to the date and time set for the solicitation opening and shall be included with the submittal packet in order to be considered a responsive Offeror.

**DEFINITIONS:**

- a. "Bidder" refers to the submitter.
- b. "Contractor" refers to a successful Bidder/contractor/service provider.
- c. "Submittal" refers to those documents, which must be submitted to the City of Coppell by a Bidder.
- d. "RFB" refers to a Request for Bids.
- e. "RFQ" refers to a Request for Qualifications.
- f. "RFP" refers to a Request for Proposals.

**SUBMISSION OF RFB/RFQ/RFP:**

RFB/RFQ/RFP's may be submitted to the City of Coppell by any of the following means:

- g. Hand carried to the Purchasing Department located at the City of Coppell/City Hall, 255 E. Parkway Blvd., Coppell, Texas 75019;
- h. Mailed to the City of Coppell, Purchasing Department, at 255 Parkway Blvd., Coppell, Texas 75019;
- i. No oral, telegraphic, telephonic, or facsimile RFBs will be considered or accepted.

**OFFICIAL TIME:** The time clock in the City of Coppell Purchasing Department shall be the official time of receipt for all RFB/RFQ/RFP's submitted in hard copy paper form. Any late submittals received in the Coppell Purchasing Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.

**INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a submission deadline, the RFB/RFQ/RFP closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**BID OPENINGS:** All submittals will be opened and presented according to the legal requirements for the type of solicitation (i.e. request for bid, request for proposal, competitive sealed proposal) at the designated time and place specified in the solicitation. However, the reading of a quote at the opening should not be construed as a comment on the responsiveness of such quote or as any indication that the City accepts such quote as responsive. The City will make a determination as to the responsiveness of quotes submitted based upon compliance with all applicable laws, City Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Bidder upon award of the contract and all requests for quotes received will be available for inspection after award.

**FUNDING:** Funds for payment have been provided through the City of Coppel budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

**LATE BIDS:** Bids received in the City of Coppel Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppel is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

**SALES TAX:** The City of Coppel is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

Any Contractor performing work under this contract for the City of Coppel may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

**CONTRACT:** This bid, when properly accepted by the City of Coppel, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

**IF DURING THE** life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

**A PRICE** redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

**DELIVERY:** all delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

**DELIVERY TIME:** Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.

**CONFLICT OF INTEREST:** No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

**DISCLOSURE OF CERTAIN RELATIONSHIPS** 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 Coppell not later than the 7<sup>th</sup> 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.

**ETHICS:** The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this RFB/RFQ/RFP will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall

indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections or changes to an RFB/RFQ/RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Purchasing Department. Addenda will be issued via the Bidsync system mentioned above and posted on the City of Coppell's website. Bidders shall acknowledge receipt of all addenda.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFB/RFQ/RFP. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

**REFERENCES:** The City requests Bidder to supply, with this RFB/RFQ/RFP, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this RFB/RFQ/RFP. Failure to provide this information may result in rejection of bid.

**AWARD OF CONTRACT:** The City shall award a contract to the responsible bidder providing the best value for goods and services. This is NOT a low bid solicitation based on price alone. All bidders must provide documentation and information requested in this solicitation in order to determine the best value outlined below.

Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, "Best Value" will be determined by considering:

- (1) The purchase price;
- (2) The reputation of the bidder and of the bidder's goods or services;
- (3) The quality of the bidder's goods or services;
- (4) The extent to which the goods or services meet the municipality's needs;
- (5) The bidder's past relationship with the municipality;
- (6) The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) The total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) Any relevant criteria specifically listed in the request for bids or proposals

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Coppel and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppel a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppel as an additional insured on the required coverage.

**WAGES:** Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppel, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**PREVAILING WAGE RATES:** The awarded contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at



<http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Dallas County, Texas (WD-2509).

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

**TERMINATION FOR DEFAULT:** The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

**NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PROTESTS:** All protests regarding the solicitation process must be submitted, in writing, to the Purchasing Manager within five (5) working days following the opening of such solicitation. This includes all protests relating to advertising of solicitation notices, deadlines, opening, and all other related procedures under the Texas Local Government Code, as well as, any protests relating to alleged improprieties or ambiguities in the specifications.

Protests relating to staff recommendations as to the award of this solicitation may be directed to the City Administration, City Manager's Office by contacting the City Manager prior to council award. All staff recommendations will be made available for public review seventy-two (72) hours prior to consideration by the City Council.

**PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

**PURCHASE ORDER:** A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, or other.

**INVOICES** shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019, or emailed to [accountspayable@coppelltx.gov](mailto:accountspayable@coppelltx.gov).

**PAYMENT** will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) days.

**ITEMS** supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.



**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Coppell.

**WARRANTY:** Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

**REMEDIES:** The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

**SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s). The use of brand names is intended to be descriptive rather than restrictive.

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

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor

warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

***ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:*** Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The city also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

***ANY QUESTIONS*** concerning this Invitation to Bid and Specifications should be directed to the Purchasing Department at 972-304-3698.

**COOPERATIVE PURCHASING**

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract. Each entity wishing to utilize the contract must have prior authorization from the City of Coppell and Contractor. 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 Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

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

  X   YES

       NO

**CERTIFICATIONS AND REPRESENTATIONS****M/WBE STATUS**

\_\_\_\_\_ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

No Answer \_\_\_\_\_ X

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

\*\*\*\*\* NOTE \*\*\*\*\*

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)



**BID #Q-0818-02**  
**OUTDOOR WARNING SIRENS & INSTALLATION SERVICES**  
**(SPECIFICATIONS)**

**TWO COPIES MUST BE RETURNED TO THE PURCHASING DEPARTMENT  
NO LATER THAN THURSDAY, AUGUST 2, 2018, CST, 10:00 A.M.**

**OUTDOOR WARNING SIRENS & INSTALLATION SERVICES****I. Scope of Work**

The City of Coppel is requesting bids for the purchase and installation of two (2) outdoor warning sirens. The equipment shall match the existing sirens that are currently installed. The installation locations have not been determined to-date.

**II. Specifications and Contractor Requirements**

1. The city has standardized on the Federal Signal Modulator Electronic Siren Series of outdoor warning sirens. No substitutions of product will be considered for this bid.
2. Installation activities will occur only Monday through Friday from 8:00am to 5:00pm, unless otherwise approved by city staff.
3. All vendor drawings and submittals should be included with the response.
4. All materials, equipment, and labor will be supplied by the Contractor for the turn-key installation of the sirens and other options.
5. Owner-supplied accessories (e.g. batteries) may need to be installed with the sirens, and city staff would coordinate with the vendor prior to installation.

**III. Accidental Damages**

The Contractor is responsible for the care of the property while providing these services. Any damage caused by the Contractor will be corrected by the Contractor at the Contractor's expense.

## VENDOR BACKGROUND AND QUALIFICATIONS

### Information on Bidder

1. Name of Firm: Joe Goddard Enterprises LLC

2. Name of Primary Contacts:

Joe Goddard-Owner

Phone Number: 405-282-1978

Email Address: [joegoddard@att.net](mailto:joegoddard@att.net)

Andy Goddard-Operator

Phone Number: 405-830-9057

Email Address: [andy@goddardenterprises.net](mailto:andy@goddardenterprises.net)

Linda and Courtney Goddard- Office

Phone Number: 405-260-1994

Email Address: [okie23@cox.net](mailto:okie23@cox.net)

3. Principal Office Address: 11950 Thousand Oaks Dr. Edmond, OK 73034

4. Firm's Contact Information-Service Requests:

Andy Goddard

Phone Number: 405-830-9057

Email Address: [andy@goddardenterprises.net](mailto:andy@goddardenterprises.net)

5. Firms proposing to perform work is a : (*check one*)

Corporation \_\_\_\_\_ Limited Liability Company S Corporation x

Joint Venture \_\_\_\_\_ Partnership \_\_\_\_\_

6. Technicians:

- Cody Goddard
- Tyler Goddard
- Tanner Goddard
- Logan Shelts

Thank you for the opportunity to submit our Companies Information.

Joe Goddard Enterprises is an authorized representative for Federal Signal Warning Systems. All of our service technicians are factory trained and Joe Goddard Enterprises is a Certified Federal Signal Regional Installer. Our service staff has experience in designing, installing and repairing community alert and notification equipment. Your system will be maintained by a single source company.

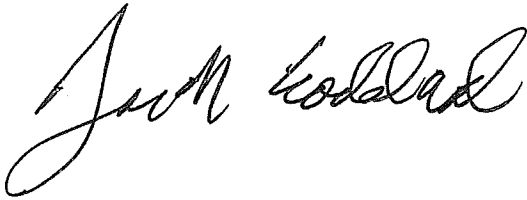
Joe Goddard Enterprises is a leading provider of both indoor and outdoor warning solutions. We have extensive experience (55 years) in municipal, nuclear, and military notification installations as well as campus alert systems.

Thanks again for the opportunity to provide information about our Company. If you need any additional information, please don't hesitate to call us.

Sincerely,

Joe Goddard  
Joe Goddard Enterprises LLC

Owner

A handwritten signature in black ink, appearing to read "Joe Goddard", written in a cursive style.



**Joe Goddard Enterprises LLC Customer References**  
**5 Years of Experience**

1. Project Name: City of Arlington, TX.
2. Location of Work: City of Arlington, TX.
3. Customer Contact: Irish Hancock
4. Customer Address: City of Arlington P.O. Box 9031 MS 24-0260 Arlington, TX. 76004
5. Phone Number: 817-459-5500
6. Email Address: Irish.Hancock@arlingtontx.gov
7. Description and Size of Project: 51- 2001 AC/DC Electronic Federal Signal UV Sirens and 2 Activation Points
8. Goddard Enterprises Installed, maintains and services all sirens

1. Project Name: Luminant Power-Comanche Peak, TX
2. Location of Work: Luminant Power-Comanche Peak
3. Customer Contact: Patrick Allen
4. Customer Address: EFH Corporate Services PO Box 20 Dallas TX 752221-0020
5. Phone Number: (254)897-6023
6. Email Address: Patrick.allen@luminant.com
7. Description and Size of Project: 72- Federal Signal 2001 Type Sirens and Federal Signal Thunder Beam Type Sirens and 3 Activation Points
8. Goddard Enterprises Installed, maintains and services all sirens

1. Project Name: City of Tyler, TX.
2. Location of Work: City of Tyler, TX.
3. Customer Contact: Stephen Whitehead
4. Customer Address: P.O. Box 2039 Tyler, TX. 75710
5. Phone Number: (903)531-1119
6. Email Address: swithead@tylertexas.com
7. Description and Size of Project: 33- Electronic Federal Signal UV Sirens and 3 Activation Points
8. Goddard Enterprises Installed, maintains and services all sirens

**Joe Goddard Enterprises LLC**  
**List of Subcontractors**

- Not Applicable

**Joe Goddard Enterprises LLC**  
**Quality Control Personnel and Superintendent**

- Andy Goddard- (405)830-9057  
-Andy Goddard will manage and oversee the on-site job for Joe Goddard Enterprises LLC. He is certified by Federal Signal to install and work on their equipment.

**Joe Goddard Enterprises LLC**  
**List of Suppliers**

- Federal Signal Corporation

**Joe Goddard Enterprises LLC**  
**Equipment to be used and Manpower for Project**

- Manpower: 5 Men
- Equipment to be used: Bucket Trucks, Digger Derrick




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Claire Faulkner-Truong 840 NW 50th St Oklahoma City, OK 73118	<b>CONTACT NAME:</b> Claire Faulkner-Truong	
	<b>PHONE (A/C, No, Ext):</b> 405-787-2626	<b>FAX (A/C, No):</b> 405-787-3120
	<b>E-MAIL ADDRESS:</b> claire@clairefaulkner.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	25178
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			034 1918-E20-36H 067 8756-D22-36J 367 5846-F05-36B 382 4346-F22-36A	05/20/2018 04/22/2018 06/05/2018 06/22/2018	11/20/2018 10/22/2018 12/05/2018 12/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City of Coppell  
255 Parkway Blvd  
Coppell, TX 75019

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LW Insurance Services Inc. 1010 NW 45th St. Oklahoma City OK 73118-	<b>CONTACT NAME:</b> Liz Charalampous	
	<b>PHONE (A/C, No, Ext):</b> (405)601-4682 <b>FAX (A/C, No):</b> (405)468-5856	
	<b>E-MAIL ADDRESS:</b> liz@lwinsuranceservices.net	
<b>INSURED</b> Joe Goddard Enterprises, LLC 11950 Thousand Oaks Dr. Edmond OK 73034-	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> The Burlington Insurance Co.	23620
	<b>INSURER B:</b> CompSource	36188
	<b>INSURER C:</b> Colony Insurance Co.	39993
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	x	x	103GL0014059-02	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	x	x	HFF0006933	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		X	03118227-18-1	05/01/2018	05/01/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CG2010-0413 Additional Insured - Blanket Wording  
U407-0707 Primary and Non-Contributing Insurance - Blanket Wording  
U047-0310 Transfer of Rights of Recovery Against Others to Us - Blanket Wording

\*\*\*UCG2503-1013 - Carrier version of the CG 2503 is attached and contingent upon acceptance of insured's bid. A new certificate will be issued confirming the form has been added.

## CERTIFICATE HOLDER

## CANCELLATION

AI 001995

City of Coppell, Texas 255 Parkway Boulevard PO Box 478 Coppell TX 75019-	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – RESTRICTED FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **SECTION I – COVERAGE C MEDICAL PAYMENTS** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I - COVERAGE C MEDICAL PAYMENTS** shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damages to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  5. The most we will pay for the sum of all Designated Construction Project General Aggregate Limits combined and to which this insurance applies is \$.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and caused by accidents under **SECTION I – COVERAGE C MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGE C MEDICAL PAYMENTS** shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability resulting from the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

#### IV. Pricing Schedule

- Pricing stated below for various options shall include all equipment, including but not limited to any additional materials, labor, delivery charges, mileage, tolls, and all other costs not specifically identified.
- No additional costs, fees, or invoices will be considered, unless prior authorization for such is approved in writing by the City of Coppell.
- Please use this form for your pricing response and include any other pricing detail for clarification (e.g., vendor's typical quote sheet).
- OPTIONS 1-4 (below) should be priced separately for the possibility of inclusion on an agreement/contract.

#### A. NEW SIRENS

Purchase two complete new sirens for addition to the system. Location TBD within the City of Coppell.

Item	Qty	Part Number	Descriptions	Unit Cost	Extended Cost
1	2	MOD5020B	MODULATOR SIREN, 2000W, OMNI DIR	11847.18	23694.36
2	2	UVTDH	DIGITAL, 2-WAY, INC VERTEX VX4500 RADIO	6725.72	13451.44
3	2	DVSD	DIGITAL VOICE MINI SD CARD	350.00	700.00
4	10	UV400	AMPLIFIER - 400W	624.27	6242.70
5	2	AMB-P	ANTENNA MOUNTING BRACKET, POLE	123.33	246.66
6	2	PVS220W-24	SOLAR POWER OPTION, UV	3543.00	7086.00
7	2	TK-PO-GALDBPOL	GALVANIZED DIRECT BURIAL POLE ONLY FOR MOD1004-6048, 4-DSA3, 4-DSA4, 4-DSA5, 4-DSA6	4723.00	9446.00
8	2	SS2000+R	LOCAL HARDWARE ACTIVATION POING, 19" RACK MOUNT	3473.85	6947.70
9	2		SIREN INSTALLATION LABOR	3000.00	6000.00
10	2		SIREN INSTALLATION MATERIALS	700.00	1400.00
11	1		OTHER (E.G. RENTAL EQMT)	1750.00	1750.00
12	1		FREIGHT	2843.00	2843.00
				<b>Total Costs (A):</b>	79807.86

**B. OPTION 1: SIREN 1 RELOCATION**

Relocate an existing pole/pedestal mounted siren to a location TBD within the City of Coppell. The siren is to be retrofitted with solar capability from its existing 120vac charger. Batteries are to be replaced. A new OFE whip style antenna is to be installed utilizing new RF cabling. Installer is responsible for tuning the antenna.

Item	Qty	Part Number	Descriptions	Unit Cost	Extended Cost
1	1	TK-PO-GALDBPOL	GALVANIZED DIRECT BURIAL POLE ONLY FOR MOD1004-6048, 4-DSA3, 4-DSA4, 4-DSA5, 4-DSA6	4723.00	4723.00
2	1		SOLAR POWER RETROFIT CHARGER & PANEL	3543.00	3543.00
3	1		SIREN RELOCATION LABOR	5200.00	5200.00
4	1		SIREN RELOCATION MATERIALS	1500.00	1500.00
5	1		OTHER (E.G. RENTAL EQMT)	2800.00	2800.00
6	1		FREIGHT	250.00	250.00
				<b>Total Costs (B):</b>	18016.00

**C. OPTION 2: SIREN 2 RELOCATION**

Relocate an existing pole/pedestal mounted siren to a location adjacent to existing install. Current location provides logistical challenges for service. The siren is to be retrofitted with solar capability from its existing 120vac charger. Batteries are to be replaced. Antenna may be reused.

Item	Qty	Part Number	Descriptions	Unit Cost	Extended Cost
1	1	TK-PO-GALDBPOL	GALVANIZED DIRECT BURIAL POLE ONLY FOR MOD1004-6048, 4-DSA3, 4-DSA4, 4-DSA5, 4-DSA6	4723.00	4723.00
2	1		SOLAR POWER RETROFIT CHARGER & PANEL	3543.00	3543.00
3	1		SIREN RELOCATION LABOR	5200.00	5200.00
4	1		SIREN RELOCATION MATERIALS	1500.00	1500.00
5	1		OTHER (E.G. RENTAL EQMT)	2800.00	2800.00
6	1		FREIGHT	250.00	250.00
				<b>Total Costs (C):</b>	18016.00



**D. OPTION 3: REPLACE SIREN RADIOS**

Replace existing siren radios to standardize with VX-4500 radios. Replacement may be required on up to fifteen sirens. Replacement will be made with a mix of owner furnished and vendor furnished VX-4500 radios. Vendor is responsible for programming, VSWR measurements, tuning and any additional function requirements. Replace existing fiberglass enclosed antennas with OFE whip style antennas. Provide a per unit replacement / installation labor cost for the radio, a per unit replacement labor cost for the antenna and a per unit cost for the VX-4500 radio.

Item	Qty	Part Number	Descriptions	Unit Cost	Extended Cost
1	1		VERTEX VX-4500 RADIO	575.00 each	575.00 each
2	1		RADIO-REPLACEMENT & INSTALLATION LABOR ONLY	95.00 each	95.00 each
3	1		ANTENNA-REPLACEMENT & LABOR ONLY	195.00 each	195.00 each
4	1		FREIGHT	75.00	75.00
				<b>Total Costs (D):</b>	940.00

**E. OPTION 4: SIREN ASSESSMENT**

Evaluate all sirens within the Outdoor Warning System to determine any necessary requirements to upgrade so that all sirens are capable of local SD voice/tone generation and AES encryption.

Item	Qty	Part Number	Descriptions	Unit Cost	Extended Cost
1	1		TOTAL COSTS-SIREN EVALUATION	125.00 each	1875.00
				<b>Total Costs (E):</b>	1875.00

**F. ADDITIONAL ALTERNATE ITEMS**

1. Service Call Pricing: \$375.00 Min # Hours (if applicable): \_\_\_\_\_

2. Hourly Service Rates: \$125.00 per hour

3. Percent Mark-Up from Cost/Percent Discount from MSRP (or other price) for Parts (including those above) \*. Please describe below:

24% Over Cost

**\*Support documentation from suppliers must be submitted with invoice.**

**WARRANTY INFORMATION:****STANDARD WARRANTY INFORMATION:**Term (Parts): Please see attached warranty information Term (Labor): 1 year**EXTENDED WARRANTY INFORMATION**Term (Parts): N/A Pricing: N/ATerm (Labor): N/A Pricing: N/A**Is there an optional Annual Service Agreement available? Yes****If yes, please include additional information as needed to describe the optional Annual Service Agreement and Pricing.****\*\*Upon award, date work could begin? 15 weeks from award****\*\*Upon award, what is the estimated time to complete installation: 15-18 weeks from award***Bidder should factor in all time to mobilize, ship components, and complete on-site installation services.*

**Federal Signal Corporation**  
**LIMITED WARRANTY TERMS AND CONDITIONS**  
**Effective October 10, 2017**

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document, and are subject to change at the sole discretion of Federal Signal.

**SPECIFIC EXCLUSIONS AND EXCEPTIONS**

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the aforesaid warranty period, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship, or refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.**

**UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.**

## LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Public Safety Systems Division		
Product	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
<b>AUDIBLE PRODUCTS</b>		
Speakers	2 years	1 year
Platinum 3000 sirens	5 years	5 years
<b>LED PRODUCTS</b>		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all lightbars and beacons	5 years	5 years
MicroPulse LED lights	3 years	3 years
416200 Series Corner LEDs	3 years	3 years
416400/416410 Corner LEDs	5 years	5 years
416500 Series Corner LEDs	3 years	3 years
416800/416810 Corner LEDs	3 years	3 years
MB1 LED Message Board	3 years	3 years
<b>STROBE PRODUCTS</b>		
Strobe flash tubes	1 year	1 year
951 strobe beacons	5 years	1 year
651/851 strobe beacons	5 years	1 year
US5, US6, and US7 UltraStar	5 years	1 year
<b>OTHER PRODUCTS</b>		
Halogen Rotating Light assemblies from all lightbars	5 years	1 year
All halogen rotating beacons and mini-lightbars, except Setinel	5 years	1 year
	5 year warranty on LED components Limited lifetime warranty on mechanical components	5 year warranty on LED components Limited lifetime warranty on mechanical components
<b>LITTLITE MAP LIGHTS</b>		
SWM Interceptor Switch Modules	1 year	1 year
CAM Reverse Camera/Monitor Systems	3 years	3 years
Stinger Spike Systems	5 years	5 years
AIREL	3 years	3 years
PBX Series	3 years	3 years
HRX Series	3 years	3 years
PT Series	3 years	3 years
DOT Flasher	3 years	3 years
<b>Note: Domes, lenses, lamps, and batteries are NOT covered under warranty</b>		

## LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Integrated Systems Division	
Product*	Warranty Period for Parts Replacement and Factory Performed Labor**
<b>Mechanical Sirens</b>	
2001-130 / 508-128 / Equinox Eclipse8 / Model 2	5 years parts and labor from date of delivery, return to factory for service
<b>Electronic Sirens</b>	
MOD1004B / MOD2008B / MOD3012B MOD4016B / MOD5020B / MOD6024B MOD8032B DSA2/3/4/5/6	2 years parts and labor from date of delivery, return to factory for service
<b>Controllers</b>	
SS2000+ FC Controllers DCFCTBD Controllers UV / UVRI/UVIC Controllers	2 years parts and labor from date of delivery, return to factory for service
<b>Signaling Devices</b>	
Beacons / Speakers / Sounders ECHO Intercoms Selectone Controllers Audiomaster products	5 years parts and labor from date of delivery, return to factory for service
<b>Miscellaneous</b>	
IP Informers / Radio Informers Signal Tech – Beacons, Sounders, Strobes FT400BX	1 year parts and labor from date of delivery, return to factory for service
<b>OEM Products (such as)</b>	
PC Equipment Field Devices Security and LPR products UPS systems PABX Systems	Federal Signal utilizes the original manufacturer's warranty
<b>PAGA</b>	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service.
<b>Software</b>	
Commander (SFCD-XX) SmartMsg	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
<b>*Federal Signal Offers extended warranties and software maintenance agreements – contact Federal Signal for further information</b>	
<b>**On-site services not included</b>	
<b>*** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded</b>	
<b>When Federal Signal has provided a turn-key installation including optimization and/or commissioning services, Federal Signal will provide on-site warranty service during the first 60-days after completion of the installation.</b>	



**Bid Sheet for  
OUTDOOR WARNING SIREN MAINTENANCE BID #Q-0818-02  
Annual Service Agreement**

Preventive Maintenance per site Rate \$ 350.00

**EMERGENCY RESPONSE**

One time service call to show up on site \$ 375.00  
Technician labor with a service van \$ 125.00 per hour  
Technician labor with a bucket truck \$ 125.00 per hour  
Any parts required will be charged at cost plus 24 %

**SCHEDULED REPAIRS**

Per site service call \$ 375.00  
Technician labor with a service van \$ 125.00 per hour  
Technician labor with a bucket truck \$ 125.00 per hour  
Any parts required will be charged at cost plus 24 %  
Per Diem \$ 50.00 per day

System Training  
Hourly Rate \$ 125.00

Remote System Monitoring for troubleshooting per month \$ no charge

Standard Wet Lead Acid Batteries for individual replacement  
\$ 135.00

MK 8A24 HEI Sealed VRLA, AGM, 12V 79AH, FT, Non-Hazard Batteries for  
individual replacement \$ 235.00

Estimated yearly expenditure for parts \$ 0.00 discount off Mfg. list price.

**BID FORM**

**PROJECT IDENTIFICATION:      OUTDOOR WARNING SIGNS & INSTALLATION SERVICES**

Bid **Q-0818-02** in Coppell, Texas

BID OF Joe Goddard Enterprises LLC      DATE 7/27/18  
(NAME OF FIRM)

**THIS BID IS SUBMITTED TO:**

City of Coppell  
c/o Purchasing Manager  
255 Parkway Boulevard  
Coppell, Texas 75019

**DATE:**      7/27/18

**SIGNATURE:**

A handwritten signature in black ink, appearing to read "Joe Goddard", is written over a horizontal line.

**Company Information**

Company Name: Joe Goddard Enterprises LLC

Remit To Address: 11950 Thousand Oaks Dr Edmond OK 73034

Physical Address: 11950 Thousand Oaks Dr Edmond OK 73034

Phone Number: 405-282-1978

Fax Number:

Contact Person: Joe Goddard- 405-282-1978/ Andy Goddard 405-830-9057

E-mail Address: [okie23@cox.net](mailto:okie23@cox.net) / [andy@goddardenterprises.net](mailto:andy@goddardenterprises.net)



# 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.

Joe Goddard Ent., LLC.

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.

N/A

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

[Signature] Date 7/27/18

## **Standard Insurance Requirements**

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>	
Worker's Compensation	as set forth in the Worker's	Compensation Act.
Commercial General	\$1,000,000 Each	Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.	
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate	
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage	
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	\$500,000 Combined single limit per occurrence.	

### **ADDITIONAL INSURED**

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.



**SAMPLE ONLY**

**DO NOT COMPLETE**

**CITY OF COPPELL, TEXAS**

**STANDARD FORM PURCHASE CONTRACT**

**City of Coppell, Texas**

**255 Parkway Boulevard  
P.O. Box 478  
Coppell, Texas 75019**

This Agreement is made by and between the City of Coppell, Texas, a home-rule municipality (hereinafter referred to as the "Buyer") and the hereinafter named Seller, referred to as the "Seller," for the sale of the goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

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[Name]

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[Address]

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[City, State, Zip]

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[Telephone]

**DESCRIPTION OF GOODS**

This Contract is for the purchase by the City of Coppell, Texas, of the goods, materials and items described hereinafter as the "Goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

**Description**

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[CHECK ONE:]

\_\_\_\_\_ This Contract is a "fixed price - fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of this Contract and, in connection with the delivery date, time is and shall be of the essence.

\_\_\_\_\_ [Insert Date of Delivery]

**OR**

\_\_\_\_\_ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for an additional period or periods equivalent to the primary duration upon sending written notice of intent thereof within thirty (30) days prior to the expiration of the last day of the term of this Contract. The failure to send the foregoing notice shall convert this agreement into a "fixed price - fixed quantity" contract as described above.

DURATION: From \_\_\_\_\_ to \_\_\_\_\_.

**PAYMENT TERMS**

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized. A copy of the bill of lading should be attached to the invoice. Mail to City of Coppel, Purchasing Department, 255 Parkway Boulevard, P.O. Box 478, Coppel, Texas 75019. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the purchasing department advised of any changes in their remittance addresses. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer. Do not include federal excise tax, state or city sales tax. The City shall furnish a tax exempt certificate if required.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of container, e.g. box 1 of 4 boxes and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid. Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "No arrival, No sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Coppell with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY - PRICE:**



- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
  - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY - PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
  13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
  14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
  15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those goods retained by Buyer.
  16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION - PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral

communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.
27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Dallas County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SELLER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name and Title/Position)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City Manager)