

Solicitation 1901-290

Williamson County Sheriff's Office BMW Motorcycles

Bid Designation: Public



Williamson County, Texas

Bid 1901-290

Williamson County Sheriff's Office BMW Motorcycles

Bid Number 1901-290
Bid Title Williamson County Sheriff's Office BMW Motorcycles

Bid Start Date In Held
Bid End Date Mar 14, 2019 2:00:00 PM CDT
Question & Answer End Date Mar 8, 2019 5:00:00 PM CST

Bid Contact Erica Smith
Purchasing Specialist III
512-943-1554
erica.smith@wilco.org

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 90 days

Bid Comments Purchase of two 2019 BMW R 1250 RT-P motorcycles

Item Response Form

Item 1901-290--01-01 - Please Include Price for Two 2019 BMW R 1250 RT-P Motorcycles
Quantity 1 each
Unit Price
Delivery Location Williamson County, Texas
[Fleet Services](#)
3151 SE Inner Loop
Suite B
Georgetown TX 78626
Qty 1

Description

Please Include Total Price for Two 2019 BMW R 1250 RT-P Motorcycles.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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 is not required if completing in BIDSYNC electronically;

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](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:

- (2) 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 proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) 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.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1901-290
Williamson County Sheriff's Office BMW Motorcycles**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Mar 14, 2019 2:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:
Mar 14, 2019 2:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

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Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

- **Bidders are strongly encouraged to carefully read this entire IFB.**

- All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
100 Wilco Way
Suite P101
Georgetown, TX 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
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- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.
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BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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, 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.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package even if no conflict exists. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

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

2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids be submitted electronically through BidSync; however, Bidders can submit a hard copy. Please be aware that submitting bids electronically is a convenience to the bidder. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;

- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

https://www.bidsync.com/bidsync-app-web/shared/shared/embeddedSearchResults.xhtml?srchoid_override=2025019&pastonly=1

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be

generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations

or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder's agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work

only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Bidder's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not

paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the bidder certifies to the best of its knowledge and belief that within the last five (5) years Bidder or Bidder Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Bidder cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Bidder. The Bidder's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Bidder shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract it becomes aware of any event which would cause the Bidder's certification or explanation to change. Bidder acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**LAW ENFORCEMENT MOTORCYCLE SPECIFICATION
WILLIAMSON COUNTY SHERIFF'S OFFICE**

GENERAL:

It is the intent of this specification to describe a police motorcycle to be used in high-speed highway traffic and law enforcement work. The motorcycle will at times be operated at speeds above 115 mph for both short and long distances at ambient temperatures ranging from 20^oF to 120^oF. It will be driven on all types of roads and road surfaces and shall possess outstanding handling characteristics, maneuverability, and stability.

It is intended that the manufacturer in the selection of components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the motorcycle will be subjected. Frame, engine, transmission, drive train, brake, suspension, wheel, tire and other component parts of the motorcycle shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification.

The term "heavy duty" as used in this specification shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production motorcycles; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Motorcycles offered in compliance with this specification must be manufacturer's police models. Police accessories must be engineered and designed, or certified, by the manufacturer of the motorcycle to be compatible with all other components, give dependable service and not degrade its handling characteristics or appearance.

2. RULES AND REGULATIONS:

Motorcycles shall comply with all applicable; Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard (FMVSS) and Society of Automotive Engineers standards and Health and Safety Code, (distance of radio equipment from the operator's head, etc.) regulations. In addition, all motorcycles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.

Vehicle shall be current year production model, two-wheel motorcycle, equipped for police service and having a wheelbase of not less than 58 inches or more than 65 inches. Each model shall visibly display the vehicle identification number (VIN), gross vehicle weight rating (GVWR), date of manufacture and any other information required by Federal or State regulation.

3. TECHNICAL SPECIFICATIONS:

3.1 Engine:

The engine shall be a heavy-duty "police package" of the manufacturer's standard engine, meeting the following requirements:

- A. Not less than 1170 cubic centimeters (cc) displacement.
- B. Minimum of 2 cylinders.
- C. Air or liquid cooled.
- D. Shall be four cycle.
- E. Shall produce not less than 125 hp.
- F. Reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of motorcycle.
- G. Fuel injection with recommended octane rating of 89 AKI.
- H. Electronic engine management system with automatic choke, individual cylinder pre-ignition, temperature and oxygen sensors to provide consistent operation under varied conditions and fuels.
- I. Dual ride modes: Rain mode for reduced power and early traction control intervention / Road mode for full power and normal traction control intervention.
- J. Engine shall possess an oil level indicator to advise operator of low oil level.
- K. Engine to be equipped with factory installed thermostatically-controlled radiator cooling fan to avoid overheating.

3.2 Powertrain:

3.2.1 Final Drive:

Shall be maintenance-free shaft drive.

3.2.2 Clutch:

- A. To be latest type multiple disc, self-energizing, wet-type, hand operated.
- B. Hand lever shall be located on left handlebar with adjustment for size of operator hand.
- C. Hydraulic self-adjusting actuation providing automatic clutch lever free-play adjustment under all service conditions.

3.2.3 Transmission:

- A. Shall be minimum of 6 speeds.
- B. Gears shall be constant mesh design.
- C. Shift pattern shall be as follows: Neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc.

- D. Shall have foot shift lever designed to be operated by toe and shall not interfere with normal foot position on foot peg.
- E. Foot shift lever shall be located on left side with adjustment for size of rider's boot.
- F. An indicator light and digital gear indicator display, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position as well as indicate the operating gear selected.

3.3.1 Brakes:

- A. Front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Anti-Lock Brake System (ABS) and traction control (ASC) required.
- B. Front brakes shall be dual disc type, hand operated from the right handlebar with adjustability in lever for size of operator hand.
- C. Rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal.
- D. Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing, rubbing, or vibration. Brake lines and calipers shall be located away from exhaust heat.

3.3.2 Frame/Suspension/Fiberglass/Sheet Metal:

- A. Frame shall be carbon steel tubing / cast elements of such a design, construction and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame, suspension or body components when subjected to normal police service.
- B. Rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/gas shock absorber(s). Rear shock absorber(s) shall have provision for adjustment to accommodate rider's weight.
- C. Front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable.
- D. Frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a transistorized motorcycle certified radio transmitter and receiver, radio box and saddlebags as engineered and installed for police service on rear of the motorcycle.
- E. The minimum load-carrying capacity of the motorcycle as delivered shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of police-specific equipment).

3.4 Electrical System:

3.4.1 Chassis Electrical:

- A. Shall be 12-volt system with LIN-bus / circuit breakers / protectors and/or fuses for protection of all circuits from overload or short circuits.
- B. Heavy duty alternator (540 watt minimum), with voltage regulator incorporating transient voltage protection and dashboard digital system voltage display to alert driver to system voltage condition.
- C. Motorcycle shall incorporate a linked dual battery system, providing one heavy duty maintenance-free primary battery for the operation of the motorcycle and anti-lock brake system, and a second auxiliary maintenance-free battery for the operation of specialized police equipment. Both batteries shall be linked to recharge from the central alternator during motor operation. A heavy duty relay triggered by the electrical management system shall disengage the auxiliary battery when the engine is not running (or producing current) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting regardless of the length of the violator stop.
- D. Starter shall be latest type 12-volt starting motor with solenoid and one-way clutch engagement. Starter button shall be located on right handlebar. Shall feature a "clutch safety system" that prevents the engine from being started when the clutch is engaged and the transmission is not in neutral.
- E. Motorcycle shall incorporate LIN-bus body controller to monitor and control all police accessory circuits, provide timed shut-down of circuits and protect the system from parasitic loads 30 minutes after vehicle shut-down. Body controller should also monitor auxiliary battery voltage and shut-down circuits when needed to protect the auxiliary battery from severe discharge damage.

3.4.2 Lighting:

LIN Processor Controlled LED Lighting System

- A. Headlight to be single element low beam / dual element high beam, quartz halogen-with a high beam indicator light mounted so that it is readily visible to the rider. High and low beams to be controlled by a switch on the handlebar. A switch should be located on the handlebar which allows front and rear lighting to be turned "on" or "off" with engine, operating, independent of ignition switch. Tail light shall be fitted with multiple brake / tail light LED's with warning to advise the operator if a brake / tail light fails.
- B. Brake light shall provide illumination as required by FMVSS and be a multiple LED system with warning to advise the operator if a brake light bulb fails.
High-mounted supplementary LED brake/tail light shall be fitted to

provide additional rear visibility. Supplementary light shall comply with all applicable SAE and CA Title 13 requirements.

- C. LED turn signals designed and/or installed in such a manner as to be visible from the front and rear, two (2) on the front and two (2) on the rear with indicator lights on dash panel. A separate switch for the rear turn signal lights with indicator light shall permit the rear signal lights to flash together, independent of the front signals. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock-on type with indicator lights which will operate when the turn signals are in operation.
Side-facing LED auxiliary turn signal lights shall be located in the rear emergency light module to allow motorists to better see signaling intentions while riding along side other motorists. These optional side turn signals will function when the individual turn signal is engaged as well as the two-way or all-way flasher system.
- D. Two (2) blue LED identification light strips shall be installed inside the lower rear light housing, illuminated via the tail light circuit.
- E. Emergency Lights: To be modular LED lighting units which contain multiple LED light heads optimally aimed for high visibility. Light heads shall be one each forward facing (left and right), one each forward facing 10 degree outside angle, one each forward side facing, one each rear side facing, one each (left and right) rear facing. Auxiliary rear facing duplex emergency light (left and right integrated in one housing) shall be permanently attached to the radio antenna mounting bracket, remaining rear facing when radio box lid is raised to access equipment.
- F. Integrated, latching push button w/indicator to activate "cruise lights" shall be standard equipment, providing 10% power to the front and rear facing emergency lights to satisfy cruise light requirements. Cruise lights will remain on during emergency light operation when either / or front or rear emergency light circuit is not activated.
- G. Integrated rocker switch w/indicator to manually activate "alley lights" shall be standard equipment. Switch will steadily illuminate the front left or right 3-up white alley light, regardless of the emergency light activity. Alley lights shall have selector switch to allow alley lights to flash alternatively with emergency lights with alley light switch over-riding emergency light flashing when desired.
- H. Emergency light heads shall be non-flashing type controlled by processor-controlled flasher system with multiple flash patterns and sequential light switching from a single push-button switch.

Flasher connected to siren InterClear function to enable secondary flashing pattern for 7 seconds each time siren mode is changed. Primary and secondary flasher programming buttons provided in secure location. Emergency lights shall operate with ignition switch in either the "On" position, and up to 30 minutes after ignition "Off" position. Motor shall include two indicator lights within the operator's field of vision to indicate when rear or front lights are "On".

- I. Light color to be specified below:
- | | | |
|------------------------|----------|------------|
| front light color: | left Red | right Blue |
| f-10° light color: | left Red | right Blue |
| f-side light color: | left Red | right Blue |
| r-side light color: | left Red | right Blue |
| rear light color: | left Red | right Blue |
| aux. rear light color: | left Red | right Blue |
- J. Switches for control of all emergency equipment (siren, emergency lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips. Emergency light switch shall be a momentary rocker switch with the following functions:
- First press = front & rear emergency lights
 - Next press = rear emergency lights only
 - Next press = front emergency lights only
 - Next press = repeating as before
 - Press & Hold Anytime = OFF
- (or alternative sequence activated programming via dip switch#1)
- First press = rear emergency lights only
 - Next press = front & rear emergency lights
 - Next press = rear emergency lights only
 - Next press = front emergency lights only
 - Next press = repeating as before
 - Press & Hold Anytime = OFF
- K. Ignition switch, headlight switch, rear flashing amber light switch and all other switches not specifically located in this specification, shall be mounted on the dash panel or on the handlebar and be conveniently accessible by the rider.
- L. The ignition, headlight and running light switches shall be designed and wired to permit the engine to run without the headlight or running lights on.
- M. Dash panel with instrument lights shall be angle adjustable to prevent glare / obstruct visibility.
- N. Horn must have a minimum of 82 dB output measured at a height of 4' and at a distance of 50 feet directly ahead of motorcycle on an asphalt surface, with the engine at idle (SAE J377). Horn button to be located on the left handlebar switch assembly. With motorcycle ignition "on", the horn will activate the siren "air horn" function.

3.5 Handlebars:

Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of

the latest approved type suitable for police work and allow the officer to sit in an upright vertical position with both hands on handlebar grips. Movement of the handlebars shall not be restricted by any accessory equipment or windshield/fairing.

- A. All exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subjected to friction to be adequately protected to prevent wear and eventual grounding.
- B. Handlebar grips to be of firm dark colored plastic and / or rubber which will not discolor hands.
- C. Throttle control, to be located on right handlebar, shall allow no lost motion or play and shall return to idle when hand is released from grip.
- D. Throttle control shall incorporate an electronic cruise control system to enable the rider to temporarily inhibit the throttle from closing to assist with hand signals. Cruise control should disengage anytime the brakes are applied, the clutch lever is actuated or the throttle position is closed. Cruise control should operate at low speed (from 9 mph up).
- E. Handlebar control levers shall provide an adjustable cam to vary the lever reach from the grip to accommodate various hand sizes.
- F. Provision shall be made for mounting a radio control head system in the center of the handlebars, gas tank console or fairing. Fairing dashboard shall contain radio speakers of 4 Ohms impedance to broadcast radio traffic, pre-wired with for connection to mobile radio. Mounting of the radio control head and microphone shall not obstruct visibility of indicators or accessibility of controls and switches and shall be readily accessible when seated on the motorcycle.
- G. Handlebar switches shall be standard for the activation of the following features:
 - 1. Electronic gun lock release
 - 2. Take-down lights (steady-burn and wig-wag modes)
 - 3. Alley lights
 - 4. Rear 2-way flashers, 4-way flasher
 - 5. Radio speaker cut-off
 - 6. Electronic speedometer pace-lock
 - 7. Lights-OFF
 - 8. Cruise lights
 - 9. Fog lights (if so equipped)
 - 10. Speedometer pace-lock
 - 11. PTT, PTPA, PTT2, Siren, Emergency Lights

3.6 Tires and Wheels:

3.6.1 Tires:

To be first quality, bead retention, tubeless tires specifically approved by the manufacturer for police service.

- A. Each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.
- B. Tires supplied shall be tested and approved by the manufacturer for use

- on the make motorcycle bid.
- C. Tires supplied must be readily available through motorcycle manufacturers distributors at time of delivery of the first motorcycles supplied in compliance with these specifications.
 - D. Tires shall conform to the performance requirements listed in section 4.1.
 - E. Tire Pressure Monitoring (TPM) system provides continuous monitoring via digital reading in dashboard information display of front and rear tire pressure. Dashboard Alert for slow leak / Dashboard Warning for fast lose of air pressure.

3.6.2 Wheels:

Front and rear wheels shall be alloy type. Front and rear wheel shall be designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the sidewall into center-recess of the rim or to the outside of the rim when tire is run flat. Rim locks are not acceptable as an alternate to this specification. Tire pressure valve stem shall be side-mounted for easy accessible for daily check / correction of tire pressure.

3.7 Mirrors:

Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:

- A. Rectangular in shape. No less than 3-1/2" x 5" or 17 square inches.
- B. Short shank, folding, mounted on the handlebars or breakaway design mounted to fairing shell.
- C. Mirrors shall be "true vision" type.

3.8 Speedometer:

Shall be designed for police work. Shall be certified accurate digital unit within ± 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed.

- A. Shall provide illuminated accurate easy-to-read digital display.
- B. Shall provide a handlebar switch to press and lock the (pace) speed, displaying this speed on the digital display adjacent to the primary speed display. The pace speed shall be erased through ignition sessions.
- C. Shall operate from the wheel speed sensor providing a digital reading that will not change with time or wear (not require recalibration).
- D. Tachometer shall be supplied.

3.9 Protection Bars:

Front (engine guard) and rear (bag guard) protection bars shall be shot-peen finished stainless steel construction to resist corrosion. The front and rear protection bars shall also be designed to provide mountings for the siren speakers and other accessories.

3.10 Fairing:

Shall be equipped with a frame mounted full fairing and electrically-adjustable windshield system providing exceptional stability and protection from the elements.

- A. Windshield shall be of clear polycarbonate, scratch-resistant, approved glazing material (Ref. Lexan MR-4000 or equivalent).
- B. Windshield angle should be electrically adjustable while riding via handlebar switch to provide optimal protection / adjustment to minimize wind noise and optimize comfort to the operator.
- C. Fairing and windshield system shall not cause imbalance of the motorcycle at any speed.

3.11 Seat:

Shall be height-adjustable heavy-duty police type foam padded adjustable waterproof saddle covered with black textured vinyl material that reduces heat-gain in sunlight. Each seat can be adjusted to five different heat settings for maximum comfort in cold weather.

3.12 Stands:

Side stand shall be of steel construction and have a minimum of two and one-half square inches of surface on the ground when extended. Stand designed to support the weight of the motorcycle when loaded with full police equipment.

- A. Shall be mounted on left side.
- B. Shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle.
- C. So designed that it will not strike ground during hard left turns when retracted.
- D. Amount of lean of motorcycle shall not exceed 15 degrees from vertical when stand is extended and front wheel is in a straight-ahead position. Stand shall support motorcycle up to a 9 degree grade without locking mechanism.
- E. Center service stand shall be standard, permanently fitted to motor, raising the rear wheel off the ground when deployed, to enable operator to rotate - check condition of either tire.

3.13 Footrests:

Shall be equipped with footrests so constructed that they will touch the ground prior to other fixed component, fold in the event of contact with the ground, enabling a minimum lean angle of 40 degrees. Footrests shall not restrict the lean angle of the motorcycle.

3.14 Siren/Public Address System:

An electronic motorcycle 100W siren and electronic twin speaker, with motorcycle siren/public address (PA) system and will be SAE J1849 compliant, shall be supplied and installed, operating only when ignition switch is "on". Siren to produce electronic tones wail, yelp, hyper-yelp and air horn. PA may be interfaced with mobile radio. Control switch shall have these operating modes:

- (1) Momentary rocker push-button – single press to activate siren. Additional single press of push-button will scroll through wail, yelp and hyper-yelp (when enabled). Press and hold of push-button deactivates siren regardless of position in scroll cycle. Switch actuation shall be sufficiently precise to enable siren "chirp" via double-tap switch operation.
- (2) Horn button - siren air horn operates whenever ignition switch is "on" and horn button is pressed.
- (3) Optional quick-detachable PA microphone and cable for use if motor will not be equipped with helmet headset interface incorporating PA functionality.
- (4) Helmet headset interface accommodation including standard PTT, PA and PTT2 switches, siren InterClear input signal, PA input, PTT/PA input signals, interface power & ground, etc.

3.15 Muffler:

- A. Shall meet legal sound restrictions.
- B. Shall be constructed of stainless steel to maximize useful life.

3.16 Keys:

To have three keys (two luxury keys and one service key if available) provided for each motorcycle at time of delivery. Keys to contain anti-theft security chip to disable ignition system unless the proper ignition key is utilized.

3.17 Color:

Motorcycle finish and color on painted surfaces other than the frame are to be Night Black as follows:

- A. Frames - Black.
- B. Fenders - front Night Black on painted area with black texture rain guard, rear black textured finish.
- C. Fairing shall be Night Black on painted surfaces.
- D. Saddlebags to be Night Black on painted surfaces. Radio box shall be painted Night Black.

3.18 Radio Box and Saddlebag System:

To be equipped with a lockable integrated radio storage box with grounded base suitable for mounting of police radio / video system / etc. with electronic push-button lid release. A standard grounded radio antenna mounting shall be provided behind the radio box floor plate suitable for all radio frequencies from 40 MHz to 800+ MHz. Radio box optimal dimensions: 17"L x 12"-10"W x 6"-4.5"H (box is tapered front to rear).

Two (2) law enforcement type utility saddlebags mounted on each side of the rear wheel. Saddlebags shall be composite construction. Optimal dimensions: 19.5"L x 6.75"w x 10.5"H (bag) / 4"H (lid). Tapered rectangular shape with a minimum capacity of 23 liters each. Boxes shall be sealed against moisture and dirt. Front hinge / single glove-friendly rear latch should allow operator to open lid while seated on motor. Latch secures lid without requirement to lock / key lock standard for security.

3.19 Emergency Tool Kit:

A minimal emergency tool kit shall be supplied with each motorcycle.

4.0 PERFORMANCE REQUIRMENTS:

Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering and other handling characteristics necessary for a motorcycle engaged in urban enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors shall be capable of reaching a top speed of at least 125 mph fully loaded with no sign of instability, even when riding through curves at high speed. Cornering lean angle shall not be less than 40 degrees, providing optimal cornering clearance, improving the ability of the operator to avoid obstacles spotted in a curve.

0-100 MPH Acceleration = maximum of 11 seconds.

Top Speed = 125 MPH minimum

Average Deceleration Rate = minimum 28 feet per second.

5.0 PRE-DELIVERY SERVICE:

All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Batteries shall be serviced and fully charged on delivery.

6.0 WARRANTY:

The standard manufacturer's warranty shall apply to all motorcycles purchased under this specification. Manufacturer shall also provide a 36-month / 60,000 mile, no deductible limited warranty for all motorcycles. Any cost for this warranty shall be included in the bid price of the motorcycle.

7.0 TECHNICAL SUPPORT AND INFORMATION:

The successful bidder shall supply the Department with the following technical information at the time the first motorcycle is delivered to the Department.

Manuals:

- A. Each motorcycle shall be delivered with a rider's manuals as well as warranty guide / consumer information guide necessary for proper operation and maintenance of the motorcycle.
- B. Factory service manual covering repair of all components of the motorcycle is available on RSD DVD (quantity one per order).
- C. Electronic parts catalogue can operate on agency PC giving service part numbers complete in every detail covering the vehicle purchased - 2 copies.

8.0 DELIVERY:

All motorcycles shall be delivered to the following location:

Williamson County Fleet Services, 3181 - Bldg. #1 S.E. Inner Loop, Georgetown, TX 78626.

9.0 SUPPLEMENTARY ORDERS:

The Department retains the right to place supplementary orders, either upon issuance of the Purchase Order or by a Purchase Order Change within 120 calendar days after the Purchase Order date. In the event the Department exercises such increase option, the vendor shall agree to furnish to the Department the additional quantity of units ordered at the bid price.

OPTIONS, ACCESSORIES AND SPECIAL SERVICES

The following accessories / options should be fitted to the motor prior to delivery:

- A. Navigator System with dashboard mounting
- B. Dynamic Package (Headlight Pro, Hill-Start Control, ABS Pro, Ride Modes Pro)
- C. LED additional headlight (driving lights) that wig-wag w/emergency lights
- D. Engine sump protection plate
- E. Side stand extension
- F. Locking radar or Lidar gun mounts
- G. Radar / Lidar gun adaptor plate
- H. Moving radar integration package for Stalker DSR including radar plug, remote attachment mount, DSR display, F&R antenna mounts, remote controller mount, counter unit mount
- I. Waterproof cigarette lighter / USB power outlet.
- J. Power socket plug (DIN)
- K. Fused power cable for front power outlets for higher current loads (typically used with electric clothing)
- L. Setcom interface module
- M. Radio integration package including power plug, speaker plug, Y-harness, quick mounting plate, siren PA cable kit, accessory connection plug kit

Question and Answers for Bid #1901-290 - Williamson County Sheriff's Office BMW Motorcycles

Overall Bid Questions

There are no questions associated with this bid.