

# Invitation for Bid

City of Killeen, Texas  
Sealed bids will be received for:

Install Perimeter Fencing at Killeen-Fort  
Hood Regional Airport (KFHRA)  
Bid No. 21-22

Sealed bids will be received until 2:00  
p.m. on Thursday, April 8, 2021

Electronically submit bids to Negometrix E-Bidding Site:  
(<https://app.negometrix.com>)

OR

City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> St. Building E, 2<sup>nd</sup> Floor #215  
Killeen, Texas 76541

**CITY OF KILLEEN**  
**BID 21-22 Install Perimeter Fencing**  
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**NOTICE TO BIDDERS**  
**BID NO. 21-22**  
**Install Perimeter Fencing at KFHRA**  
**CITY OF KILLEEN, TEXAS**

Notice is hereby given that the City of Killeen will receive sealed bids for ***Installing Perimeter Fencing at KFHRA***, electronically through the City's Negometrix e-bidding site ***or*** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2<sup>nd</sup> Street, Building E 2<sup>nd</sup> Floor #215, Killeen, Texas 76541, until 2:00 p.m. on April 8, 2021. Bids will be opened and read aloud through zoom online video conferencing at 2:15 p.m. CST on April 8, 2021: Zoom access is shown below. The general public will not be allowed inside the facility. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 21-22 Install Perimeter Fencing at KFHRA". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://app.negometrix.com>.

Join Zoom Meeting:

<https://zoom.us/j/95616209018?pwd=eFJlV2FncVpnVHc3emcldWpVNmhOQT09>

Meeting ID: 956 1620 9018

Passcode: 715284

Call: 1- 346 -248- 7799

No pre-bid conference will be held. Bid questions will be accepted via email by Lorianne Luciano at [solicitationquestion@killeentexas.gov](mailto:solicitationquestion@killeentexas.gov) ***or*** via Negometrix e-bidding site, through April 2, 2021, at 5:00 p.m. Question will be answered in the form of an addendum and posted on the City's website. It is the bidders/proposer's responsibility to obtain an acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<http://www.killeentexas.gov/Bids.aspx>), Demand Star(<http://www.demandstar.com/>), ESBD ([www.txsmartbuy.com](http://www.txsmartbuy.com)) and Negometrix E-Bidding site (<https://app.negometrix.com>)

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano  
Director of Procurement & Contract Management

## INFORMATION AND INSTRUCTIONS TO BIDDERS

### Preparation of Bids:

This is your notice that **sealed bids for Installing Perimeter Fencing at KFHRA** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received electronically through the City's Negometrix e-bidding site **or** at the Purchasing Office, 802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215, Killeen, TX, 76541, until the hour of **2:00 p.m., April 8, 2021**. At exactly **2:15 p.m.**, the bids will be opened and read aloud in the Purchasing Office via Zoom online video conferencing. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, one (1) original, signed and initialed where indicated in ink (not pencil), two (2) copies and (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible. The City of Killeen reserves the right to reject any or all bids and evaluate any or all submittals prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 21-22, Installing Perimeter Fencing at KFHRA. All bidder submissions shall also have the bidders name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to [solicitationquestion@killeentexas.gov](mailto:solicitationquestion@killeentexas.gov) **or** via the Negometrix e-bidding site prior to **5:00 p.m. on April 2, 2021**. Please indicate "Bid 21-22 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be posted on all sites in addendum format. Unauthorized contact regarding this Invitation to Bid with City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

### Inspection of Site

Each Bidder is encouraged to visit the site and fully acquaint himself/herself with the existing conditions there relating to construction and labor, and shall fully inform himself / herself as to the facilities involved, laws, and regulations, and the difficulties and restrictions in attending the performance of the project. Respondents shall contact Patrick Hoppaugh at 254.501.8703 or [PHoppaugh@killeentexas.gov](mailto:PHoppaugh@killeentexas.gov) to schedule a site visit.

### Pricing:

All Bid prices shall be FOB Destination to any City of Killeen location. Pricing shall remain firm during the initial term of the contract. The successful bidder may offer price decreases of any type at any time.

### Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

**No Obligation to Buy:**

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

**Withdrawal of Bid:**

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement & contract Management at [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov). All bids shall be valid for a period of ninety (90) days after the bid opening.

**Bidding Error:**

The City of Killeen will not be liable for any errors in any bidders bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Department within two (2) business days after the stated bid open time and date.** The Purchasing Department will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

**Single Bid Response:**

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

**Award of Bid:**

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of award is May 11, 2021.**

**Draft Contract:**

Bidders shall provide a draft contract, for review, notating the terms within this bid.

**Minimum Qualifications:**

Firms must have a minimum of three years of experience installing/replacing motorized gate opening devices:

Has the company operated in this capacity for at least 3 years without interruption? Yes: X No:       

Indicate the company's first year of business operation: 2011

**Contract and Performance and Payment Bonds:**

Contractor shall execute and deliver to the Owner a Contract in a form as approved by the City and in such number of copies as the Owner may require and submit the State of Texas Ethics Commission Certificate of Interested Parties (Form 1295).

Having satisfied all conditions of award as set forth elsewhere in these Documents, Contractor shall, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. Performance and Payment Bonds shall be furnished prior to beginning any Work.

The failure of Contractor to execute such Contract and to supply the required bond or bonds within fourteen (14) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next contractor or re-advertise.

#### **Bonds and Insurance:**

Attention of Contractor is called to Texas State Law, which has certain requirements pertaining to Performance Bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing Performance Bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Texas.

#### **Invoicing and Payment:**

Invoices shall be submitted to City of Killeen, Killeen – Fort Hood Regional Airport. The City shall be billed only for those services rendered. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the Aviation department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received. In no circumstances should any invoice dispute last longer than thirty (30) days.

Payment will be made within 30 days of receipt of accurate invoices. All invoices shall be mailed to the City of Killeen, Aviation Department, 8101 Clear Creek, Box C, Killeen, TX 76549.

A **10% retainage** will be applied to every invoice. Retainage will be released when the project is satisfactorily completed.

#### **Delivery Information:**

Delivery times will be standard business hours, Monday-Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time, except holidays as noted below:

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#### **Holidays**

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to Killeen-Fort Hood Regional Airport, 8101 Clear Creek, Texas 76549. Please call ahead at (254)-501-8703. Delivery should be scheduled Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. The division shall have the ability to schedule the best date and time of the week for their particular service.

Any exceptions to this delivery/pick-up arrangement will be discussed with, the City of Killeen Airport Manager prior to award.

Bidders must certify that they understand the turnaround delivery requirements of the bid and are capable of meeting those deadlines.

Please indicate:

Yes: X No: \_\_\_\_\_

**Point of contact to resolve issues:**

NAME: Mario Vasquez

TITLE: CEO

ADDRESS: 3580 Rocking J Rd. Suite 202

Round Rock, TX 78665

EMAIL ADDRESS: mariov@swiftcorptx.com

PHONE: 512-470-7575

FAX: \_\_\_\_\_

**Copyright Materials:**

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

**Non-Endorsement:**

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidders product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without

the express written consent of the City of Killeen.

**Organization of Your Bid Submission:**

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

**Signature of Acceptance:**

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

**Undersigned acknowledges that addenda   1   through   3   have been taken into account as part of this bid.**

The bidder agrees to comply with all conditions within this invitation for bids:

<b>Full Legal Name of Company</b>	Swift Corporation, LLC
<b>Address</b>	3580 Rocking J Rd. Suite 202
<b>City, State, Zip</b>	Round Rock, TX 78665
<b>Phone Number</b>	512-470-7575
<b>Fax Number</b>	
<b>After Hours Phone Number</b>	512-993-1662
<b>Email Address</b>	mariov@swiftcorptx.com
<b>Tax Identification Number</b>	47-4018496
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Mario Vasquez
<b>Title</b>	CEO
<b>Date</b>	4/7/2021



## **GENERAL TERMS AND CONDITIONS**

### **1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

### **2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. Bidders shall use the attached bid form. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

### **3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

### **4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding  
Site: (<https://app.negometrix.com>)

OR

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541

## **5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

## **6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov). All bids shall be valid for a period of ninety (90) days after the bid opening

## **7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

## **8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

## **9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## **10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- \* Falsification of information provided in bid response;
- \* Non-observance of safety requirements;
- \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- \* Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to, the following factors:

- |   |   |
|---|---|
| * Unit price  | * Bidder's past performance   |
| * Total Bid price   | * Demurrage charges, freight costs and mileage  |
| * Terms and discounts   | * Estimated costs of supplies, maintenance, etc.  |
| * Delivery date   | * Estimated surplus value, life expectancy  |
| * Product warranty  | * Results of testing samples  |
| * Special needs and requirements of City  | * Conformity to specifications  |
| * Past experience with product/service  | * Training requirements, location, etc.   |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services   | * The total long-term cost to the municipality to   |

\* The extent to which the goods or services meet the municipality's needs

acquire the bidder's goods or services

\* Reputation of bidder and of bidder goods and services

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

## **11. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

## **12. Termination for Governmental Non-Appropriations**

Notwithstanding anything herein to the contrary, the obligations of the City of Killeen under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event funds are not available, this Agreement may be canceled without penalty by the City of Killeen by giving written

notice of such cancellation to bidder. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by the City of Killeen.

**13. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

**14. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**15. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:  
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**16. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**17. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**18. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**19. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**20. DBE Information and Record Keeping**

- a) The requirements of 49 CFR Part 26, Regulations of the U.S Department of Transportation, apply to this contract. It is the policy of the Killeen-Fort Hood Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Awareness of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of 2.16 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet the contract goal for the DBE participation in the performance of this contract.
- b) The bidder will be required to submit the following information within 7 days of the award of contract:
  - (i) Names and addresses of DBE firms that participate in the contract
  - (ii) Description of the work that each DBE firm will perform
  - (iii) Dollar amount of the participation of each DBE firm
  - (iv) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet contract goals
  - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment
  - (vi) If the contract goals are not met, evidence of good faith effort shall be submitted

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

**A. Comprehensive General Liability and Property Damage Insurance.**

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

**Bodily Injury.**

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

**Property Damage Insurance.**

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

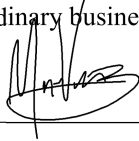
**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

SIGNATURE: \_\_\_\_\_



DATE: 4/7/2021

PRINT NAME: Mario Vasquez

## **SPECIFICATIONS**

### **Project Specifications**

Replace all nine (9) existing electric gate controllers in our Security fencing at the Killeen-Fort Hood Regional Airport (KFHRA). Original date of installation was approximately 2004. Current gate controllers have become unreliable and fail frequently. Technicians have been able to replace some internal components of these units however some electronic parts have now become obsolete.

**Scope** – Replace all current electric gate openers in security fence line at KFHRA. Inspect all guides, trollies, and rollers, sensors, and replace as necessary. Repair any physical damage to existing gates.

### **Specifications**

Gate controllers must accept remote signals sent remotely by our Operations Office

Opening and Closing speed of openers must be at same rate of speed as current openers

All sensors and safety equipment must be installed with new openers

**Add Alt #1:** Install new magnet controlled pedestrian gate in fence line leading to airport maintenance facility.

**Add Alt #2:** Battery back-up on one gate controller

### **General Conditions:**

#### ▶ Gate Locations:

1. North exit from Maintenance area leading to HWY 201
2. Rental Car Overflow Lot
3. Fuel delivery gate
4. South exit from Maintenance area onto Chet Edwards Loop road
5. North AOA gate
6. Corporate Aviation Gate
7. South AOA
8. Mechanical Yard Gate
9. Glycol Gate

- ▶ All gates must be securable prior to contractor leaving area; open gates cannot be left unattended
- ▶ Coordination must be made with Owner to provide contractor with Escorts when working on gates 5, 6, and 7.

**Warranty:** 1 year

### **Buy American Preference:**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy American certification included in the contract documents with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.



**BID FORM**

**PROJECT BID 21-22**

<b>Contractor:</b>		
<b>Name:</b>	Swift Corporation, LLC	
<b>Address:</b>	3580 Rocking J Rd., Suite 202 Round Rock, TX 78665	
<b>Phone:</b>	512-470-7575	
<b>Cost</b>		
	<b>Mobilization</b>	4,000.00
	<b>Labor (Demo and Installation)</b>	7,000.00
	<b>Electrical</b>	1,000.00
	<b>Materials: Gate Openers, etc.</b>	102,500.00
	<b>Other (please list on separate sheet if needed)</b>	
<b>Total Base Bid</b>		114,500.00
<b>Add ALT #1</b>		2,500.00
<b>Add ALT #2</b>		19,000.00
<b>Project Summary:</b> Furnish and install 9 new HySecurity Slide Driver 30F System Complete with: New Roller Trucks, New UL325 Requirements, New Loop Detectors, New Bottom Guide Rollers, Loop Resealing, New Loop @ Gate 4		
<b>Estimated Project Timeline: (Procurement, demo, installation, etc.)</b>  <div style="margin-left: 100px;">           3-4 Weeks Procurement            .5 Weeks Demo            1.5 Weeks Installation            6 Weeks Total         </div>		
<b>Warranty Information</b>	12 Months Labor +4 Years Parts or 500,000 cycles	
<b>REFERENCES</b>	<b>Name #1:</b> City of Dallas Aviation	
	<b>Contact Information:</b> Brian Thompson - 469-401-1027	
	<b>Name #2:</b> City of Forth Worth Aviation	
	<b>Contact Information:</b> Tyler Dale - 817-392-5416	
	<b>Name #3:</b> Smithville ISD	
<b>Contact Information:</b> David Edwards - (512) 237-2487 x 7270		

### Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
n/a			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Swift Corporaiton  
Round Rock, TX United States

**Certificate Number:**  
2021-735951

**Date Filed:**  
04/08/2021

**Date Acknowledged:**

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

City of Killeen

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

Bid No. 21-22  
Fence &Gates

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Swift Corporation, LLC	Round Rock, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Mario Vasquez, and my date of birth is 12/01/1988.

My address is 3580 Rocking J Rd, Suite 202, Round Rock, TX, 78665, .  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 8<sup>th</sup> day of April, 2021.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

## BIDDER CERTIFICATIONS

### BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their bid. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent successful bidder or offeror agrees:

- To submit to the Owner within 15 calendar days of the sealed bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the bid.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
Swift Corporation, LLC	512-470-7575	Non	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input checked="" type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

## **Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/7/2021

Date



Signature

Swift Corporation, LLC

Company Name

CEO

Title



## City of Killeen

### ADDENDUM NO. 1 for BID 21-22

### INSTALL PREMIER FENCING AT KILLEEN-FORT HOOD REGIONAL AIRPORT

**BID DUE DATE: April 8, 2021 @ 2:00 p.m.**  
**Today's date: April 1, 2021**

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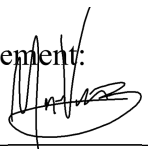
The following changes have been updated to specifications and alternates for the BID name and number above. This addendum will serve as official notification of updated requirements. The changes are in *italics* below.

- *Gate controllers should be HySecurity brand or equal*
- *CHANGE #1 for Add Alt #1 – We would like a non-powered mechanical cipher lock installed on the gate versus the electro magnet lock.*

---

Lorianne Luciano  
Director of Procurement & Contract Mgmt.

Acknowledgement:

Signature: 

Print Name: Mario Vasquez

Title: CEO

Company: Swift Corporation, LLC

Date: 4/8/2021



## City of Killeen

### ADDENDUM NO. 2 for BID 21-22

#### INSTALL PREMIER FENCING AT KILLEEN-FORT HOOD REGIONAL AIRPORT

**BID DUE DATE: April 8, 2021 @ 2:00 p.m.**

**Today's date: April 5, 2021**

---

**The following questions have been presented. Answers follow in *italics*.**

1. Please verify the access controls you want for Add Alt #1. Currently there is not an existing pedestrian gate. Can you please tell us how you want this gate to function?

Such as:

1. Card readers, keypads or badge readers to get in and out?
2. Panic hardware for free egress and trim for entry?
3. Maglock (Electrified low voltage magnetic lock)?
4. Do we need to provide a communication conduit and wiring for security system?
5. Do we need to provide a electrical conduit and wiring for power?

*On Add Alt#1 – please use a mechanical cipher lock to secure the gate. There is no power/electric running to the location, and we are not looking to add this to this project. We are also not including a sidewalk leading to the gate at this time. We are only looking to add the gate in the fence line.*

2. After the site visit we noticed that the majority of the slide gate hardware is worn and in need of replacement. Are we to price replacing all the gate trolley's and guide wheels for all 9 gates?

*Bid must include all necessary hardware to refurbish the existing gates. We are not looking to actually replace the physical slide gate however all the guides, trollies, rollers, sensors, etc mounted on the gate or that support the proper operation of the sliding gate must be replaced if they impede the smooth operations of the gate.*

3. Please verify that we are not to price replacing any loops as part of this bid.

*There are several gates that use loops however all have been found to operate properly at this time. Some gates have loops installed however they are not being utilize due opening protocols that have been developed for the airport after the installation of the gates. Bottom-line, if a loop is found to be inoperative and it is determined that it is needed, we must replace in order to have gates function as designed. New observation... it has been observed that several of the existing loops need to be resealed. Please be sure*



*to have functional loops that only require resealing part of the bid.*

4. We noticed that none of these gates meet UL325 code compliance. This code requires that safeties be installed. Such as bump edges, photo eyes, etc.. Please verify that we are to price these operators to meet UL325 code.

*We noticed that some of the gates did have a bumps strip installed but most did not. I believe this is because the way the gate secures into the yolk on the receiving post. Over the years the bump strips have been destroyed and removed. If there is a way to install the bump strips to preserve them over the course of time so they don't get destroyed again, we would like them installed. All gates do have photo eyes, and this is to remain.*

5. This project documents say we are providing a payment and performance bond but nothing about a bid bond. Can you verify if we need to provide a bid bond? If so, can you forward the requirements?

*We are not looking for a bid bond in this project.*

\_\_\_\_\_  
Lorianne Luciano  
Director of Procurement & Contract Mgmt.

Acknowledgement:

Signature: \_\_\_\_\_

Print Name: Mario Vasquez

Title: CEO

Company: Swift Corporation, LLC

Date: 4/8/2021



## City of Killeen

### ADDENDUM NO. 3 for BID 21-22

#### INSTALL PERIMETER FENCING AT KILLEEN-FORT HOOD REGIONAL AIRPORT

**BID DUE DATE: April 8, 2021 @ 2:00 p.m.**

**Today's date: April 6, 2021**

---

**The following changes have been updated to specifications and alternates for the BID name and number above. This addendum will serve as official notification of updated requirements. *The changes are in italics below.***

- *One of the inground loop sensors on the gate marked #4 in Appendix A is not functioning and would need replacement. Please include this cost in your bid submission.*

---

Lorianne Luciano  
Director of Procurement & Contract Mgmt.

Acknowledgement: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Mario Vasquez

Title: CEO

Company: Swift Corporation, LLC

Date: 4/8/2021