

EXHIBIT

A

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND AMERICAN GENERATOR SERVICES
FOR THE PURCHASE OF
GENERATOR MAINTENANCE AND REPAIR SYSTEMS**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement ("Agreement") for the purchase of goods and services to be performed on various City-owned or City-occupied buildings on a directed as-needed basis is made and entered into on this the ____ day of _____, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and AMERICAN GENERATOR SERVICES, whose offices are located at _____ referred to herein as "Services Provider."

RECITALS:

WHEREAS, City desires to purchase "Goods and Services," as defined herein, to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis; and

WHEREAS, City has issued its Request for Proposal ("RFP") for the provision of said Goods and Services and City has determined the bid submitted by Services Provider provides the best value to the City; and

WHEREAS, City has determined the Services Provider's Response to RFP ("Bid") submitted by Services Provider provides the best value to the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider whereby City is authorized to buy specified goods and/or services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP, designated

Solicitation Number 25-023 dated June 2025; (b) Services Provider's Bid; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Bid;
- (3) City's RFP, Addenda, exhibits, and attachments.

B. **Bid** means the Services Provider's Response to the RFP.

C. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

D. **Effective Date** means the date set out in the introductory paragraph above.

E. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the RFP.

F. **Services Provider** means American Generator Services, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 17.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Goods and Services as outlined in the RFP; any Addenda to RFP; and the Bid submitted by Services Provider, all as contained in **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Services Provider in its Bid.

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** and, together with this Agreement, comprise the total Agreement and **Exhibit A** is a part of this Agreement as if repeated herein in full.

4.0 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two providers ("dual providers") of the Goods and Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement.

City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED; SCOPE OF WORK

Only if, as, and when needed by City, Goods and Services are awarded to Services Provider in accordance with **Exhibit "A,"** Attachment C.

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$250,000.00** per year for Service Provider's services combined with the dual provider's services for a total not-to-exceed amount of **\$1,250,000.00** for the term of this Agreement.

7.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Services Provider;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the Services Provider and the City. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Services Provider written notice of termination.

10.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Services Provider may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.0 INSURANCE

Services Provider shall meet all City insurance requirements set forth in the RFP and on the City's website at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Richard Bolton, Superintendent – Vehicle Maintenance
General Services Department
212 Commerce Boulevard
Round Rock, TX 78664
(512) 218-7082
rbolton@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

17.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Services Provider, the "Date

of Termination.”

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, as set forth in **Section 15.0**.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, which is not cured within ten (10) days of written notice of said breach, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider’s agents, employees or subcontractors, in the performance of Services Provider’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Services Provider:

Services Provider: American Generator Services
Address: 3701 Kirby, Suite 1166
Houston, TX 77098
Email: john@ags-na.com

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

24.0 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.0 MISCELLANEOUS PROVISIONS

A. **Standard of Care.** Services Provider represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Services Provider's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

American Generator Services

By: [Signature]
Printed Name: John Atford
Title: Vice President
Date Signed: 11/10/25

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT "A"
(RFP, ADDENDA, BID)

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 25-023
Commodity Code: 936-39
June 202



City of Round Rock, Texas
Procurement and Contracting Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

GENERATOR INSTALLATION, PREVENTATIVE MAINTENANCE, AND REPAIR SERVICES

SOLICITATION NUMBER 25-023

JUNE 2025

**GENERATOR INSTALLATION, PREVENTATIVE MAINTENANCE, AND REPAIR SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, hereinafter "the City," seeks a bid from firms experienced in on-site installation, preventive maintenance, and repair services for generators at various City locations. The City has Kohler, Caterpillar, Olympian, Generac, and Cummins Generators. The City is estimating a spend of \$250,000 per year for this contract.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-16
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 17-19
Attachment A- Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Subcontractor Information Form	Separate Attachment
Attachment D – Cost Proposal Sheet	Separate Attachment
Attachment E- Insurance Instructions	Separate Attachment
Attachment F – Work Order Sample	Separate Attachment
Attachment G– Sample Invoice	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	July 9, 2025
Mandatory Pre-Proposal meeting	July 22, 2025 @ 10:00 AM, CST
Deadline for submission of questions	July 25, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approximately July 29, 2025 @ 5:00 PM, CST
Deadline for submission of responses	August 8, 2025 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **MANDATORY PRE-PROPOSAL MEETING, SITE VISIT, AND/OR INSPECTION:** A pre-proposal meeting/site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the specified services. The pre-proposal meeting/site visit will be conducted on the date specified in PART I, Section 3- Schedule of Events.
 - A. Attendance at the pre-proposal meeting/site visit is mandatory. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which shall initially begin at:
City Hall Council Chambers
221 East Main Street
Round Rock, Texas 78664
 - B. Respondents will be responsible for their own transportation for the site visits.
 - C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting/site visit.
 - D. It is the responsibility of the Respondent to examine each facility and determine quantity and amounts, take precise measurements, and determine material requirements, equipment requirements, labor requirements, and other solicitation-related details during said site visits.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: <https://www.ethics.state.tx.us/filinginfo/1295/>

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be

canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.

iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.

v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing generator maintenance, repair and installation as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States, will not be included for consideration in this RFP process.
 - E. Must be located within one of the following counties: Williamson, Travis, Burnet, Bell, Bastrop, Milam, Lee, Hays, or Blanco County.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. WORKFORCE: Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than XX%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. PRICE INCREASE: Contract prices for generator maintenance and repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. Procedure to Request Increase:

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. ACCEPTANCE/INSPECTION : Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. PERFORMANCE REVIEW: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representative:** The City's designated representative shall be:
Richard Bolton
Superintendent
Fleet Services- General Services
Phone: (512) 218-7082
E-mail: rbolton@roundrocktexas.gov
- C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

13. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City requests on-site installation, maintenance, and repair service for generators at various City locations. This specification covers only the general requirements as to the performance and certain details to which the successful Respondent shall conform. The Contractor shall be responsible for servicing, troubleshooting, repairing, ordering, and replacing parts on generators, in accordance with the manufacturer's recommendations, to ensure each unit operates as designed for the intended application.
2. **SERVICE:** All repairs and services should be considered "turnkey," meaning the contractor is responsible for all repairs and services from beginning until completion. However, under certain circumstances, the City reserves the right to perform repairs and services.

Installation, annual, preventative, and repair services shall include, but not be limited to, items identified on Attachment D- Cost Proposal Sheet and performed as recommended by the manufacturer. Many of these locations have site restrictions and will require access. The Contractor shall coordinate their schedule with the City of Round Rock to obtain access to these restricted areas.

The City reserves the right to add or remove locations as equipment comes online or is decommissioned.

3. **GENERAL PREVENTIVE MAINTENANCE (PM) GUIDELINES:** All preventative maintenance inspections and repairs shall be in accordance with the manufacturer's recommended guidelines. If, in the event of any conflict, the manufacturer's recommendations shall prevail.

The Successful Contractor shall:

- A. Contact the City representative to coordinate mutually agreed-upon dates/times between the City representative and the Contractor before any preventative maintenance, work, or inspections are performed. At the conclusion of the work each day, the area shall be left tidy and clean.
- B. Provide a minimum of four quarterly PM inspections annually. Quarterly inspections are defined as inspections conducted at intervals of three months apart.
- C. During each quarterly inspection, all systems shall be visually checked for potential problems and shall be manually tested to ensure reliability.
- D. The fourth quarterly maintenance will be performed as a component of the scheduled annual maintenance and will not be billed separately. The fourth quarter should consider an annual service, to include an engine oil change and a load bank. The annual oil change and load bank should be billed separately from one another.
- E. Communicate immediately with the City POC if, during the course of preventative maintenance, a problem is identified and before any work is done to correct the problem.
- F. Supply a detailed inspection and preventative maintenance worksheet/Work Order Form to the Fleet Operations Manager upon completion of each PM and/or inspection. See Attachment E- Work Order Sample.
- G. Ensure maintenance parts are onsite at the scheduled time of service.
- H. Any generator over 100 kW in size will have an engine, coolant, or fuel samples taken; that information must be shared with the City.

4. **SPECIFIC PM GUIDELINES-**

- A. **STARTING SYSTEM:**
 - i. Clean batteries and cables.
 - ii. Check and record specific gravity if batteries are lead-acid or, check and record voltage readings if batteries are nickel-cadmium.
 - iii. Check for proper starter operations, noting any unusual noises.
 - iv. Check for proper cranking motor disconnect.
 - v. Replace plugs, points, cap, rotor, condenser (where applicable), and clean as required. Check all

connections in fuel, oil, cooling, battery, and exhaust systems.

B. BATTERY CHARGING SYSTEM:

- i. Clean all battery terminals, verify integrity of cables and connectors. Apply corrosion inhibitor.
- ii. Check battery charging alternator for proper output.
- iii. Check electrolyte level and fill.
- iv. Load test batteries.
- v. Hydrometer test batteries.
- vi. Inspect test battery charger for high and low rate and alarms (if applicable).
- vii. Check engine alternator. Verify and record output.

C. FUEL SYSTEM:

- i. Check engine and supply system for any fuel leaks.
- ii. Check operation of day tank pump and float switch.
- iii. Check electrical and piping connections to day tank.
- iv. Drain condensation from fuel water separator.
- v. Change fuel filters on annual service.
- vi. Fuel treatment at City's request to add stabilizer to fuel tanks.
- vii. Inspect all fuel lines and injector pump for leak(s).

D. LUBE OIL SYSTEM:

- i. Check engine oil level.
- ii. Check engine oil pressure.
- iii. Take sample of lube oil for analysis [one per year].
- iv. Change lube oil and filter on annual service.
- v. Properly dispose of used oil filters.

E. AIR INTAKE SYSTEM:

- i. Inspect air intake system including filter condition, crankcase breather, turbocharger, air-box drains, louvers, and ductwork (where applicable). Change filters if applicable.
- ii. Listen for any unusual noises from this area.
- iii. Ensure that air intake flow is not unduly restricted.

F. EXHAUST SYSTEM:

- i. Inspect exhaust system including muffler(s) and drain condensation trap. Inspect exhaust flex coupling and piping for leaks and proper operation.
- ii. Verify rain cap operation.
- iii. Check for abnormal vibration noise.
- iv. Inspect spark plugs, plug wires and distributors (gas fueled only).
- v. Visually check exhaust outlet for excessive smoking.
- vi. Visually check crankcase breather for excessive smoking.

G. ENGINE COOLING SYSTEM:

- i. Check coolant level. Fill as needed per manufacturer specifications.
- ii. Check for proper amount of anti-freeze.
- iii. Check coolant freeze point.
- iv. Check radiator core for obstruction or buildup of foreign matter.
- v. Check general condition of engine coolant.
- vi. Check for and repair leaks.
- vii. Check inhibitors (nitrites).

- viii. Replace coolant filter (if applicable).
- ix. Check for proper operation of louvers, either motorized or gravity (if applicable).
- x. Check all belts for wear and proper tension.
- xi. Check all hoses for cracks and brittleness.
- xii. Check jacket water heaters and thermostats for proper operation.
- xiii. Take sample of coolant for analysis [one per year].

H. SPEED CONTROL SYSTEM:

- i. Check governor rods and linkage for loose or worn parts.
- ii. Check governor operation under load.
- iii. Tighten loose wiring connections and note any potential problems.

I. SAFETY SYSTEM:

- i. Verify and record oil pressure and water temperature.
- ii. Test all safety shut down circuits and alarms including over-speed, over-crank, low oil pressure, high water temperature, low coolant level, pre-alarms (if applicable).

J. AC POWER GENERATOR:

- i. Make a general inspection of all electrical connections on regulator and generator.
- ii. Grease bearings if necessary.
- iii. Check and adjust voltage regulator.
- iv. Inspect slip rings.

K. ENGINE CONTROL PANEL:

- i. Inspect for any loose connections, terminals, hour meter, oil pressure @ operation RPM (include hot cold PSI) voltmeter, water temperature, and ammeter.
- ii. Inspect condition of relay contacts.
- iii. Thoroughly clean control panel.
- iv. Check operation of all lights and replace any indicator lights not working.
- v. Replace any blown fuses.
- vi. Check operation of main circuit breaker and leave in "READY" position.
- vii. Verify and record output voltage and adjust regulator if needed.
- viii. Calibrate control meters.
- ix. Verify and record output frequency and adjust governor, if necessary.

L. TRANSFER SWITCHES:

- i. Inspect general cleanliness (interior and exterior).
- ii. Inspect lugs, terminals, and connections. Tighten lugs, as needed.
- iii. Inspect wires for chafing.
- iv. Clean contacts.
- v. Lubricate per manufacturer specifications.
- vi. Check for binding or wear of mechanical linkage.
- vii. Inspect for arc damage or contact pitting.
- viii. Verify proper operation of all panel lamps. Replace, as needed.

M. ENGINE:

- i. Carefully inspect engine for leaks or deterioration.
- ii. Make note of any unusual sounds during walk-around inspections.
- iii. Check and adjust voltage and frequency.
- iv. Add engine fluids as required.

- v. Grease necessary fittings.
- vi. General maintenance on jacket water heaters, engine plumbing, etc.

N. FLUID CHANGE:

- i. One engine oil and oil filter change per year.
- ii. Coolants change if applicable.

O. LOAD TESTING: During load testing, readings of the following must be recorded:

- i. Lube oil pressure.
- ii. Water Temperature.
- iii. Frequency.
- iv. Current (all three phases).
- v. Voltage (all three phases).
- vi. Kilowatts.
- vii. Check auto start - stop move.
- viii. Check operation of transfer switch when requested by City.

5. ANNUAL MAINTENANCE (AM): Annual maintenance service shall be performed on each designated generator in the fall or fourth quarter of each year and in conjunction with the preventive maintenance. Annual maintenance shall include, but not be limited to, the specifications in the manufacturer's recommended guidelines:

- A. Perform annual maintenance at a time mutually agreed upon between the City representative and the respondent.
- B. Check fuel level, drain separator, and add fuel additive.
- C. Change oil.
- D. Filter replacement including oil filters, fuel filters, coolant filters and air filters.
- E. Add fuel treatment/stabilizer to tank.
- F. Provide analysis on oil, fuel, and coolant.
- G. Replace ignition parts (gas, diesel - gasoline units only).
- H. Testing all safety shutdowns. At this time, a series of tests shall be conducted to ensure reliability and satisfactory interfacing between components.
- I. **Load Testing:** Load tests shall be performed in conjunction with the annual maintenances.
 - i. A minimum two-hour load bank test shall be performed on each of the generators at the time of the annual maintenance, unless otherwise noted in the solicitation.
 - ii. All tests will be supervised by a City technician.
 - iii. Load bank equipment rental costs and personnel costs shall also be included in the annual maintenance cost listed on the bid sheet.
 - iv. A copy of the load test results shall be provided to the City within five business days.
 - v. Load tests shall be performed on all generator systems listed in Attachment A- Bid Sheet. The City reserves the right to add or remove locations as new items come online and other items become decommissioned.
- J. **Test Results:** Contractors shall provide to the City a copy of **all** test results upon completion of the annual maintenance, to include, but not be limited to fuel, oil and coolant analysis, safety shutdowns, and load test.

6. INSTALLATION:

- A. **Any installation with a cost that will exceed \$100,000 will need to be bid out separately from this contract.**
- B. Upon receiving a request from the City for generator installation the Contractor shall perform a site visit. The contractor will then supply a quote to the City for installation services.

- C. The City will furnish the generator and automatic transfer switch specifications for the Contractor to verify compatibility of automatic transfer switch.
- D. Contractor shall coordinate the scheduling of generator installation with the City's POC.
- E. Coordinate with the Plant Superintendent or delegated contact for Lock-out/Tag-out (LOTO) of equipment.
- F. Mobilize equipment, personnel, and materials for job site preparation including:
 - i. Provide all labor, tools, equipment, and all incidentals required for the task at requested.
 - ii. Staging of equipment and supplies.
 - iii. Provide necessary crane services as needed or have the means to acquire the proper lifting mechanism, to complete removal of any generator being decommissioned.
 - iv. Remove existing generator and related equipment for transport to the City Fleet Operations.
 - v. Install generator and automatic transfer switch.
 - vi. Restore worksite to previous condition.
 - vii. Be responsible for all debris removal resulting from the services provided.
 - viii. Provide quality work performed to the standards of the generator maintenance and repair industry, individual manufacturer requirements, and complete satisfaction of the City.
- G. Contractor will be required to do a test startup of installed generator with a City personnel immediately upon completion of installation.
- H. If a generator is being replaced the Contractor shall transport the decommissioned generator to Fleet Operations at:

**901 Luther Peterson Place
Round Rock Texas 78665**

- 7. **GENERATOR RENTALS:** If repairs cannot be made to bring the generator back up to operating condition, a backup generator will need to be installed before the job is considered completed for the day. The installation of the rental generator will be at the discretion of the City.
- 8. **REPAIR SERVICES:** Repair service shall be performed on site at the equipment location(s) within the time frames specified below:
 - A. **Emergency Service Call-** "Emergency services" are defined as requests made that are immediately necessary and may stop normal operations for the City.
 - i. Contractor shall return the call of the City's POC and schedule repair within one hour of the City's emergency call for repair service.
 - ii. Be on location at the generator site within two hours after notification by the City that an emergency has occurred.
 - iii. If the City determines a rental generator is required, the Contractor shall provide a rental unit to the City at the price listed under the Contractor's cost-plus markup listed on the bid sheet until the City's generator is repaired and fully functional. All rentals shall be approved by an authorized City representative.
 - B. **Non-Emergency Service Call-** Non-Emergency Service is defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
 - i. Call the City POC to schedule repair within two hours of City's call(s) for repair services.
 - ii. Be on location at the generator site 24 hours after notification by the City that non-emergency repair services are required.
 - C. **Service technicians** shall:
 - i. Inform the City POC of their arrival and upon completion of work. If work is not completed the technician must contact the City and inform them of when he will be on site to complete the task prior to leaving the site.
 - ii. Be fully qualified to work on the listed equipment.
 - iii. Employed by the Contractor on the effective date of the contract.
 - iv. Contractor shall be able to verify that service personnel have had training with a minimum of one year of

"hands on" experience working on the brands/models of City equipment.

- v. For repairs all repair parts must be onsite within three business days from approval date

9. **ENGINEERING CHANGES:** The Contractor shall advise the City of any engineering changes within thirty days of the changes being made available to them by the equipment manufacturer. The City reserves the right to agree or disagree to the installation of the engineering changes at time of notification. When the City agrees to installation, the following applies:

- A. The equipment manufacturer, or their designated representative, shall install engineering changes within ninety days of acceptance by City's designated POC.
- B. At any point during the contract term, at the request of the City, the Contractor agrees to provide a quote to the City for the costs involved in bringing all equipment to current engineering change levels. Due to the age of all City owned generators, engineering changes levels shall NOT be interpreted to include generator replacement due to obsolescence. Also, the Contractor agrees to replace, at the discretion of the City, any parts installed during the service period that were not manufactured by the OEM.
- C. Engineering Changes shall be authorized by the issuance of a City Purchase Order separate from this contract.

10. **DOCUMENT REQUIREMENTS:**

- A. **Malfunction Reports:** The Contractor shall complete and furnish a malfunction report with the associated invoice for each maintenance and/or service call. A copy of each malfunction report shall be presented with time and material used outside the parameters of the quarterly and/or annual charge. Invoices shall be received by the City before the next scheduled quarterly maintenance.

Reports shall include, at a minimum, the following information:

- i. Date and time notification received.
 - ii. Location of equipment.
 - iii. Date and time of arrival.
 - iv. Type and model of equipment.
 - v. Time spent for repair.
 - vi. Description of malfunction and repair.
 - vii. Date and time equipment was made operational.
 - viii. Part(s) ordered.
 - ix. A detailed description of all completed repair work certifying equipment is in working order, shall be signed by authorized City Representative at the time work is performed and shall accompany the invoice for such work.
- B. **Service Records:** In addition to the malfunction incident report(s), Contractor shall maintain a complete record of all services performed on each piece of equipment including any additions to the City's inventory throughout the contract and extension periods, including all parts replaced. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of service and all parts used. All service records and all test results shall be furnished to the City for review.
 - C. **Work Orders:** All work orders shall be detailed and include the description of services provided and summaries of estimated costs. See Attachment E- Work Order Sample. All work orders shall be provided to the City prior to invoicing.
 - D. **Invoices:** Invoices shall be received within five days of acceptance of completed work. Invoices shall include the hours for service, a detailed description of work, and a list of parts. All invoices shall include the Identification/serial number of the unit serviced. See Attachment F- Sample Invoice.
 - E. **INSTALLATION:** Furnish the City with the itemized record of installation for each job.

11. CITY RESPONSIBILITIES: The City will-

- A. Confirm scheduling of work to be done.
- B. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall make arrangements for off-site parking and transportation to/from the work site.
- C. Provide access to location where service is required.
- D. Ensure area of work is free of safety hazards.
- E. Inspect work performed to ensure compliance with the scope of work.
- F. Provide the Contractor with most current list of generators requiring service.
- G. Furnish generators and automatic transfer switches for any new installation.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A- Proposal Submittal Form
- Attachment B- Reference Sheet
- Attachment C- Subcontractor Form
- Attachment D- Cost Proposal Sheet
- Acknowledged Addenda (if applicable)
- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. EVALUATION CRITERIA:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Timeline:** Describe your technical plan for accomplishing required work and the estimated timeline for a project.
Specifically indicate:
 - 1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - 2) Customer Service Plan for the City of Round Rock
 - 3) Response time capabilities
 - 4) Rental generator plan

B. Segment 2 – Company Work Experience and Personnel

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the

project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

- iv. Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- v. Contractors' past performance with the City may be evaluated.

B. Segment 3 – Cost Proposal: Proposer shall complete Attachment D: Cost Proposal. All lines must be quoted in order to be considered responsive. Alternative bids will not be considered. Unauthorized modifications to the bid sheet format will result in the rejection of the bid.

- i. Section I: Generator Maintenance
 - 1. Complete lines 1-32.
 - 2. Each line requires an all-in price for quarterly maintenance, load testing and annual maintenance.
- ii. Section II: Labor Rates
 - 1. Complete lines 33-37.
 - 2. Fill in minimum number of hours charge in the appropriate section for each line. If left blank, the City will assume there is no minimum charge.
- iii. Section III: Additional Information
 - 1. Complete lines 38 and 39.
 - 2. The number input into column G should be reflected as a % of catalog pricing. (e.g. 20%)
 - 3. This section will not be evaluated under Cost but will become part of the resulting contract.

4. **EVALUATION SCORING**: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution, Approach, & Timeline (Segment 1)	35 pts
• Company Work Experience and Personnel (Segment 2)	35 pts
• <u>Cost Proposal (Segment 3)</u>	30 pts
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): American Generator Services NA

SIGNATURE (INK/DIGITAL): John Alford

NAME (TYPED/PRINTED): John Alford

TITLE: Vice President **DATE:** 08/07/2025

STREET: 3701 Kirby, Suite 1166

CITY/STATE/ZIP: Houston, Texas 77098

TELEPHONE & FAX NO.: 832-499-1866

E-MAIL ADDRESS: john@ags-na.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 93-4932841

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 25-023

RESPONDENT'S NAME: American Generator Services NA **DATE:** 08/07/2025

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|------------------------------------|
| 1. | Company's Name | City of College Station |
| | Name of Contact | Alan Degelman |
| | Title of Contact | Buyer II – City of College Station |
| | E-Mail Address | adegelman@cstx.gov |
| | Present Address | 1101 Texas Avenue |
| | City, State, Zip Code | College Station, Texas 77840 |
| | Telephone Number | (979) 764-3561 Fax Number: () |
| | | |
| 2. | Company's Name | City of Sugarland |
| | Name of Contact | Dave Brown |
| | Title of Contact | Facilities Services Manager |
| | E-Mail Address | dbrown@sugarlandtx.gov |
| | Present Address | 101A Gillingham Lane |
| | City, State, Zip Code | Sugarland, Texas, 77478 |
| | Telephone Number | (281) 275-2692 Fax Number: () |
| | | |
| 3. | Company's Name | City of Katy |
| | Name of Contact | Stephen Riley |
| | Title of Contact | Fleet Superintendent |
| | E-Mail Address | sriley@cityofkaty.com |
| | Present Address | 5454 Franz Road |
| | City, State, Zip Code | Katy, Texas, 77493 |
| | Telephone Number | (832) 920-4405 Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Attachment D- Bid Sheet
Generator Installation, Preventative Maintenance, and Repair Services RFP 25-023

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 25-023 Generator Installation, Preventative Maintenance, and Repair Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

On an annual basis the City intends to add 5% over the total annual cost described in the bid sheet to provide services for any additional generators that may come online throughout the life of the contract.

Section F: Generator Maintenance						
No.	Location	Description	Schedule	Estimated Quantity	Unit	Extended Total
1	Boca Senior Center 301 E. Bagdad Ave. Bldg 2	Generator - Make Kohler / Mdl. 60REOZJB / Serial No. 2025920	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Kohler / Mdl. KCT-AMVA-0104S / Serial No. K2025711	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 546.30
		LOAD TEST - AM		1	YR	\$ 730.00
2	Carmusky 3621 Carmusky Cove	Generator - Make Kohler / Mdl. 100REOZJF / Serial No. 3346GMMG0034	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Kohler / Mdl. KSS-AMTC-0225S / Serial No. A333AMGD0520	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 970.38
		LOAD TEST - AM		1	YR	\$ 730.00
3	Central Fire Station 203 Commerce Blvd	Generator - Make Caterpillar / Mdl. D40-4 / Serial No. CAT00024CRCE00875	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Asco / Mdl. E00300030400C10C / Serial No. 366078-010RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 595.40
		LOAD TEST - AM		1	YR	\$ 730.00
4	City Hall 221 E. Main Street	Generator - Make Olympian / Mdl. D200P-3 / Serial No. OLY00000LNN502324	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Caterpillar / Mdl. CTG / Serial No. TSA11374	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,112.50
		LOAD TEST - AM		1	YR	\$ 730.00
5	Fire Station #2 206 West Bagdad Ave	Generator - Make Generac / Mdl. 716650100 / Serial No. 2091130100KW	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make KOHLER / Mdl. KSS-ACTA-0400S / Serial No. A333GMHF0198	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,016.30
		LOAD TEST - AM		1	YR	\$ 730.00
6	Fire Station #4 1301 Double Creek Dr.	Generator - Make KOHLER / Mdl. 60REOZK / Serial No. SGM32G5ZD	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVM	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,081.21
		LOAD TEST - AM		1	YR	\$ 730.00
7	Fire Station #5 350 Deepwood Dr.	Generator - Make Caterpillar / Mdl. D50-8 / Serial No. CAT00024HLC00400	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Asco / Mdl. A300315091C / Series 300 / Serial No. 116061-7	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 604.20
		LOAD TEST - AM		1	YR	\$ 730.00
8	Fire Station #6 2919 Joe DiMaggio Blvd.	Generator - Make Cummins-Onan / Mdl. DGOA-5681453 / Serial No. 040694359	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Cummins - Onan / Mdl. OTCB-569021B / Serial No. H40690179	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 582.85
		LOAD TEST - AM		1	YR	\$ 730.00
9	Fire Station #7 2811 Oakmont Dr.	Generator - Make Kohler / Mdl. 60REOZJD / Serial No. 2166718	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Kohler / Mdl. KSS-DCTA-0400S / Serial No. K2166050	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 647.90
		LOAD TEST - AM		1	YR	\$ 730.00
10	Fire Station #8 1612 Red Bud Lane	Generator - Make Kohler / Mdl. 60REOZK / Serial No. SGM32G5ZC	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVL	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 591.30
		LOAD TEST - AM		1	YR	\$ 730.00
11	Fire Station #9 2721 SAM BASS RD	Generator - Make CAT / Mdl. D30-8S / Serial No. CAT00000TGBE00493	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 298.00
		Transfer Switch - Make EATON / Mdl. 6D32380G12 / Ser. 85337	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 484.00
		LOAD TEST-AM		1	YR	\$ 465.00

12	Fire Logistics 330 Ogathe School Road	Generator: Make: Kohler / Mdl: 20REOZK / Serial No. SGM32MGBN 22kW / Phase 1/240V Transfer Switch - Make: Kohler / Mdl: KSS-AFNA-0100S / Ser. SGM32MGBL	QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	694.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	478.58	\$	478.58
			LOAD TEST (AM)	1	YR	465.00	\$	465.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
13	Forest Creek - Bay Hill 3224 Bay Hill Lane	Generator: Make: Kohler / Mdl: 40REOZK / Serial No. 33PYGNGG0071 40KW / Phase 1 / 240V Transfer Switch - Make: Kohler / Mdl: KSS-AFNC-0200S / Serial No. A333GMGD0518	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	596.63	\$	596.63
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
14	Forest Creek - Hilton Head 2119 Hilton Head Dr	Generator: Make: Kohler / Mdl: 150REOZJF / Serial No. 3379GMMGG0012 150KW / Phase 3 / 480V Transfer Switch - Make: Kohler / Mdl: KSS-AMTC-0225S / Serial No. A333GMGD0521	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,117.79	\$	1,117.79
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
15	Lake Georgetown 2040 Cedar Bend (DB Woods & Cedar breaks Rd.)	Generator: Make: Kohler / Mdl: 60REOZK / Serial No. 33HMGMMGN0022 60KW / Phase 3 / 480V Transfer Switch - Make: Kohler / Mdl: KSS-ACTC-0100S / Serial No. A333GMGD0519	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	616.30	\$	616.30
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
16	New Fire Station 3 La Frontera 221 Sundance Parkway	Generator: Make: Cummins-Onan / Mdl: 900DFHC-1333 / Serial No. H000135813 900kW / Phase 3 / 2400V Transfer Switch - New Information Pending	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	2,788.50	\$	2,788.50
			LOAD TEST (AM)	1	YR	18,230.00	\$	18,230.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
17	McIntur 3939 E. Palm Valley	Generator: Make: Kohler / Mdl: 60REOZK / Serial No. 33HMGMMGN0044 Phase 3 / 120/200V Transfer Switch - Make: Kohler / Mdl: GMA254116 / Serial Number 151656336-10-1	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	641.30	\$	641.30
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
18	Police Department 2701 N. Mays St.	Generator: Make: Kohler / Mdl: 500REOZVB / Serial No. 2160408 475kW / Phase 3 / 480V Transfer Switch - Make: Kohler / Mdl: KCT-AMVA-0800S / Serial No. K2160336	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,342.96	\$	1,342.96
			LOAD TEST (AM)	1	YR	1,130.00	\$	1,130.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
19	Forest Creek 3839 Forest Creek Blvd	Generator: Make: Cummins / Mdl: C100DGC-1734267 / Serial No. A180297076 100KW / Phase 3 / 480V Transfer Switch - Make: Cummins / Mdl: OTCPCB-1734266 / Serial No. L17M288666	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	991.30	\$	991.30
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
20	Stone Oak 10999 Wyoming Springs	Generator: Make: Onan / Mdl: D50P3 / Serial No. OY00000TNPF01850 50kW / Phase 3 / 480V Transfer Switch - Make: Asco / Mdl: D300370N1C / Serial No. 213237-2 RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	672.96	\$	672.96
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
21	Water Treatment Plant 5200 N IH 35	Generator: Make: Kohler / Mdl: 50REOZK / Serial No. 33H3GMGG0017 52kW / Phase 3 / 480V Transfer Switch - Make: GE / Mdl: 0816X0392L02	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	591.30	\$	591.30
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
22	Water Treatment Plant(2) 5200 N. IH35	Generator: Make: Onan / Mdl: D30P1S / Serial No. D400A0004 30kW / Phase 1 / 240V Transfer Switch - Make: Asco / Mdl: D603000204F10C / Serial No. 788241-006 RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	548.80	\$	548.80
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
23	Bob Bennett Building Luther Peterson Service Center 3400 Sunrise Rd	Generator: Make: Cummins / Mdl: C80 D6C / Serial No. B190500977 / 80KW / Phase 3 / 480V Transfer Switch - Make: Cummins / Mdl: OTECB-1819660 / Ser. A19H460500	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	591.30	\$	591.30
			LOAD TEST (AM)	1	YR	730.00	\$	730.00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298.00	\$	894.00
24	Water Treatment Plant High Service 5200 N. IH 35	Generator: Make: Kohler / Mdl: 1820REOZM / Serial No. 2064745 1820KW / Phase 3 / 480V Transfer Switch - New Information Pending	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	3,633.00	\$	3,633.00
25			LOAD TEST (AM)	1	YR	2,130.00	\$	2,130.00

26	Old WWTP 1199 E. Austin Ave 3939 E. Palm Valley	Generator - Make: STEWART & STEVENS / Mdl. 16V92GOTAB-HO-750SB/ Serial No. 5A01190/750KW / Phase 3 / 480V Transfer Switch - Make: Siemens / Mdl. 9510 / Serial No.	QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	3,460 50	\$	3,460 50
			LOAD TEST (AM)	1	YR	1,330 00	\$	1,330 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
27	McNurt #2 3939 E. Palm Valley	Generator - Make: Genérac / Mdl. 6735980/000 Serial No. 2089218 250KW / Phase 3 / 480V Transfer Switch - Make ASCO / Mdl. E00300030400N1XH / Ser. 350351 RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,126 30	\$	1,126 30
			LOAD TEST (AM)	1	YR	930 00	\$	930 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
28	EE Ground Svc 2398 sycamore trail	Generator - Make: Caterpillar / Mdl. C18/Serial No. CA T00C18PT3402513 600KW / Phase 3 / 208V Transfer Switch - Make ASCO / Mdl. 1501603 / Ser. 2510304-001WE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,561 30	\$	1,561 30
			LOAD TEST (AM)	1	YR	1,130 00	\$	1,130 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
29	S.E. ELEVATED 2511 double creek	Generator - Make: Caterpillar / Mdl. D2006G / Serial No. CA T00D200PT9W00659 200KW / Phase 3 208V Transfer Switch - Make ASCO / Mdl. 1501604 / Ser. RE 2510305-001RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,071 30	\$	1,071 30
			LOAD TEST (AM)	1	YR	730 00	\$	730 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
30	S 81 2301 s. mays	Generator - Make: Caterpillar / Mdl. D250GC / Serial No. CA T00D250HRC300465 250KW / Phase 3 208V Transfer Switch - Make ASCO / Mdl. 1501605 / Ser. 2510306-00RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	1,141 30	\$	1,141 30
			LOAD TEST (AM)	1	YR	930 00	\$	930 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
31	FD#1 Old Settler's Blvd. 1730 E Old Settler's Blvd.	Generator - Make: Kohler / Mdl. 60RE0ZK/Serial No. 33HMGMM/MD0010 60KW / Phase 3 120V Transfer Switch - Make KOHLER / Mdl. KAS-DCVC-0225S/ Ser. A4DJGML0003	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	591 30	\$	591 30
			LOAD TEST (AM)	1	YR	730 00	\$	730 00
			QUARTERLY - Preventive Maintenance (PM)	3	QTR	298 00	\$	894 00
32	CO RD 107 780 CO RD 107 GEORGETOWN	Generator - Make: Kohler / Mdl. 60RE0ZJF/Serial No. 33JVGMP0001 80KW / Phase 173 208/240/480/600V Transfer Switch - Make ASCO / Mdl. 2874197/ Ser. 2386321-001RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	641 30	\$	641 30
			LOAD TEST (AM)	1	YR	730 00	\$	730 00

Section II: Labor Rates							Total
ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION		
33	Labor Rate- Regular Hours Rate	60	HR	160	\$9600.00		
34	Labor Rate- After Hours Rate	10	HR	225	\$2250.00		
35	Emergency - Regular Hours Rate	5	HR	225	\$1125.00		
36	Emergency - After Hours Rate	5	HR	275	\$1375.00		
37	Trip Charge (Any)	60	TRIP	125	\$7500.00		
						TOTAL	\$21850.00
Section III: Additional Information This section will not be evaluated under Cost but will become part of the resulting contract.							
38	Percent Discount (%) off MSRP Catalog for repair parts						0.00%
39	Generator rental shall be on a cost-plus basis. The Percentage (%) (if any) of markup for generator rentals will be: %						20.00%

105,920.64

COMPANY NAME	American Generator Services NA
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME	John Alford
PHONE NUMBER	832-499-1866
EMAIL ADDRESS	john@ags-na.com

**ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): American Generator Services NA

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): John Alford

TITLE: Vice President **DATE:** 08/07/2025

STREET: 3701 Kirby, Suite 1166

CITY/STATE/ZIP: Houston, Texas 77098

TELEPHONE & FAX NO.: 832-499-1866

E-MAIL ADDRESS: john@ags-na.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 93-4932841

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Attachment D- Bid Sheet

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Section I: Generator Maintenance						
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		Transfer Switch - Make: Kohler / Mdl. KCT-AMVA-0104S / Serial No. K2025711	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 546.30
			LOAD TEST - AM	1	YR	\$ 730.00
	Carnousty 3621 Carnousty Cove	Generator - Make: Kohler / Mdl. 100REOZJF / Serial No. 3346GMGG0034	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Kohler / Mdl. KSS-AMTC-0225S / Serial No. A333GMGD0520	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 970.38
			LOAD TEST - AM	1	YR	\$ 730.00
	Central Fire Station 203 Commerce Blvd.	Generator - Make: Caterpillar / Mdl. D80-4 / Serial No. CAT00C44CNCED0675	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Asco / Mdl. E0030030400C10C / Serial No. 366079-010RE	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 595.40
			LOAD TEST - AM	1	YR	\$ 730.00
	City Hall 221 E. Main Street	Generator - Make: Olympian / Mdl. D200P3 / Serial No. OL100000LNN502324	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Caterpillar / Mdl. CTG / Serial No. TSA11374	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,112.50
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #2 206 West Bagdad Ave	Generator - Make: Generac / Mdl. 7168650100 / Serial No. 2091130	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: KOHLER / Mdl. KSS-ACTA-0400S / Serial No. A333GMHF0198	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,016.30
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #4 1301 Double Creek Dr.	Generator - Make: Kohler / Mdl. 60REOZK / Serial No. SGM32GSKVM	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GSKVM	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,081.21
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #5 350 Deepwood Dr.	Generator - Make: Caterpillar / Mdl. D50-8 / Serial No. CAT00C44KLC040408	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Asco / Mdl. A300315091C / Series 300 / Serial No. 116061-7	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 604.20
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #6 2919 Joe DiMaggio Blvd.	Generator - Make: Cummins-Onan / Mdl. D5DA-5691453 / Serial No. 040694359	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Cummins / Onan / Mdl. OTCB-5690219 / Serial No. H040680179	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 582.85
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #7 2811 Oakmont Dr.	Generator - Make: Kohler / Mdl. 60REOZJD / Serial No. 2166718	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Kohler / Mdl. KSS-DCTA-0400S / Serial No. K2166050	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 647.90
			LOAD TEST - AM	1	YR	\$ 730.00
	Fire Station #8 1612 Red Bud Lane	Generator - Make: Kohler / Mdl. 60REOZK / Serial No. SGM32GSKVC	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GSKVL	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 591.30
			LOAD TEST - AM	1	YR	\$ 730.00
10	Fire Station #9	Generator - Make: CAT / Mdl. D30-8S / Serial No. CAT000007GBE00493	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 894.00

25	Water Treatment Plant High Service 5200 N. IH 35	Generator - Make: Kohler / Mdl. 1820REOZM / Serial No. 2064745 1820KW / Phase 3 / 480V Transfer Switch - New Information Pending	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 3,633.00 2,130.00	\$ \$ \$	894.00 3,633.00 2,130.00
26	Old WWTP 1199 E. Austin Ave	Generator - Make: STEWART & STEVENS / Mdl. 16V92GDTAB- HO-750SB/ Serial No. 5A01190 750KW / Phase 3 / 480V Transfer Switch - Make: Siemens / Mdl. 9510 / Serial No.	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 3,460.50 1,330.00	\$ \$ \$	894.00 3,460.50 1,330.00
27	McNitt #2 3939 E. Palm Valley	Generator - Make: Generac / Mdl. 673598010Q/ Serial No. 2089218 250KW / Phase 3 / 480V Transfer Switch - Make: ASCO / Mdl. E003000030400N1XH / Ser. 350351 RE	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 1,126.30 930.00	\$ \$ \$	894.00 1,126.30 930.00
28	EE Ground Svc 2399 sycamore trail	Generator - Make: Caterpillar / Mdl. C18/Serial No. CAT00C18PT3402513 600KW / Phase 3 / 208V Transfer Switch - Make: ASCO / Mdl. 1501603 / Ser. 2510304-001WE	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 1,561.30 1,130.00	\$ \$ \$	894.00 1,561.30 1,130.00
29	S.E. ELEVATED 2511 double creek	Generator - Make: Caterpillar / Mdl. D200GC /Serial No. CAT00200PT9W00659 200KW / Phase3 208V Transfer Switch - Make: ASCO / Mdl. 1501604 / Ser. RE 2510305-001RE	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 1,071.30 730.00	\$ \$ \$	894.00 1,071.30 730.00
30	S 81 2301 s. mays	Generator - Make: Caterpillar / Mdl. D250GC /Serial No. CAT0D250HRC300465 250KW / Phase3 208V Transfer Switch - Make: ASCO / Mdl. 1501605 / Ser. 2510306-001RE	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 1,141.30 930.00	\$ \$ \$	894.00 1,141.30 930.00
31	FD#1 Old Settler's Blvd. 1730 E Old Settler's Blvd.	Generator - Make: Kohler / Mdl. 60REOZK/Serial No 33HMGMMMD0010 60KW / Phase 3 120V Transfer Switch - Make KOHLER / Mdl. KAS-DCVC-0225S/ Ser. A4DJGMLL0003	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 591.30 730.00	\$ \$ \$	894.00 591.30 730.00
32	CO RD 107 780 CO RD 107, GEORGETOWN	Generator - Make: Kohler / Mdl.80REOZJF/Serial No 33JVGMP0001 80KW / Phase 1/3 208/240/480/600V Transfer Switch - Make ASCO/ Mdl. 2874197/ Ser. 2396321-001RE	QUARTERLY - Preventive Maintenance (PM) ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM) LOAD TEST (AM)	3 1 1	QTR YR YR	298.00 641.30 730.00	\$ \$ \$	894.00 641.30 730.00

Section II: Labor Rates						Total	\$	105,920.64
ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION			
33	Labor Rate-Regular Hours Rate	60	HR	160	\$9600.00			
34	Minimum Charge (if any) of _____ Hours	10	HR	225	\$2250.00			
35	Labor Rate-After Hours Rate	5	HR	225	\$1125.00			
36	Minimum Charge (if any) of _____ Hours	5	HR	275	\$1375.00			
37	Emergency - Regular Hours Rate	60	TRIP	125	\$7500.00			
Note: It is understood by both parties that a single trip and not mileage may be invoiced by supplier per service trip for the life of this contract. (e.g. - 1 generator serviced - 1 trip charge; 3 generators serviced - 1 trip charge)								
Section III: Additional Information This section will not be evaluated under Cost but will become part of the resulting contract.								
38	Percent Discount (%) off MSRP Catalog for repair parts					0.00%		
39	Generator rental shall be on a cost-plus basis. The Percentage (%) if any, of markup for generator rentals will be:					20.00%		

COMPANY NAME	American Generator Services NA
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	John Alford
PHONE NUMBER:	832-499-1866
EMAIL ADDRESS:	john@ags-na.com