

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF GENERATOR INSTALLATION,
MAINTENANCE AND REPAIR SERVICES
WITH
GENSERVE, LLC
(f/k/a "AUSTIN WELDER AND GENERATOR SERVICES, INC.")**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of generator installation, maintenance, and repair services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2024 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **GENSERVE, LLC**, whose offices are located at 2004 Howard Lane, Austin, Texas 78728 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase generator installation, maintenance and repair services; and

WHEREAS, City has issued its "Request for Proposals" for the provision of said goods and services; and

WHEREAS, City has determined the proposal submitted by Austin Welder and Generator Services, Inc. provides the best value to the City; and

WHEREAS, subsequent to the submission of its proposal, Austin Welder and Generator Services, Inc. sold all assets, rights, and obligations to GenServe, LLC (Services Provider); and

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

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 23-046 dated September 2023 ("RFP"); (b) Services Provider's Proposal; 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 Proposal;
- (3) City's Request for Proposals, Addenda, exhibits, and attachments.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the RFP; Addenda to RFP; and the Proposal submitted by Services Provider, all as specified 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 Proposal.

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

4.0 ITEMS AWARDED AND SCOPE OF WORK

A. All items in "Attachment C – Cost Proposal Sheet" of Exhibit "A" are awarded to Services Provider.

B. Services Provider shall satisfactorily provide all services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment C – Cost Proposal" of Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00) per year** and shall not exceed a total of **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the term of this Agreement.

6.0 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.0 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 proposal, with the consent and agreement of the successful service provider(s) 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.

8.0 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 at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or 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); however, this Policy does not apply to payments made by City in the event:

- A. 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
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. 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

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.0 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.

11.0 TAXES

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

12.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.0 INSURANCE

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

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

14.0 CITY'S REPRESENTATIVES

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
512-341-3191
cmcdowell@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 Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider 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/proposals for the same type of work unless the scope of work is significantly changed.

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

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

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 thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

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, 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 such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Services Provider verifies that 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 each 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

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 the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

GenServe, LLC
2004 Howard Lane
Austin, Texas 78728

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

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, duly authorized by action of the City Manager or City Council.

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

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.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

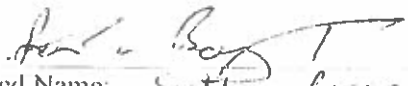
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

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

City of Round Rock, Texas

GenServe, LLC

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

By: 
Printed Name: Scott W Bossett
Title: Vice President of Operations
Date Signed: 1/23/2024

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023



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

REQUEST FOR PROPOSAL (RFP)

GENERATOR INSTALLATION, MAINTENANCE, AND REPAIR SERVICES

SOLICITATION NUMBER 23-046

SEPTEMBER 2023

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, referred to herein after as "the City," is requesting proposals from established firms with a proven track record in providing on-site generator installation, preventive maintenance, and repair services across diverse City locations. In pursuit of reliable operations, the City intends to enhance its generator infrastructure by incorporating an annual incremental allocation of 5% beyond the aggregate sum outlined in the cost proposal sheet. This augmentation accounts for potential new generator additions over the contract's duration.

The City's requirement encompasses comprehensive on-site services, encompassing installation, preventive maintenance, and repair. This specification provides a broad outline of the expected performance benchmarks and certain specific criteria that the successful Respondent will adhere to.

The chosen Respondent shall bear the responsibility of servicing, diagnosing issues, effecting repairs, procuring necessary components, and executing replacements for generators. These activities must strictly align with the manufacturer's stipulated guidelines, ensuring optimal functionality of each unit within its intended application.

Total contract amount not to exceed \$500,000.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-15
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 17-18
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Subcontractor Information Form	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment
Attachment D – Prevailing Wage Rates	Separate Attachment
Attachment E – Solicitation Submittal Form and Execution	Separate Attachment

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

EVENT	DATE
Solicitation released	September 8, 2023
Deadline for submission of questions	September 22, 2023 @ 5:00 PM, CST

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

City responses to questions or addendums	Approximately September 27, 2023 @ 5:00 PM, CST
Deadline for submission of responses	October 6, 2023 @ 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. **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.
6. **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/whatsnew/elf_info_form1295.htm
7. **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.
8. **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.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

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.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

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/>

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
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September 2023

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 installation, maintenance, repair services 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.
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 Contractors 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. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment D and comply with all applicable sections of Chapter 2258.

Attachment D – Prevailing Rates are posted in Solicitation Documents for IFB 23-046 Generator Installation, Maintenance, and Repair Services on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

5. **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.
6. **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.
7. **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.

Pricing for materials and services shall be reflected in Attachment C- Cost Proposal Sheet under the individually called out items as well as a percent discount (%) off brand catalogs. The percentage discount (%), if any, will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of the supplies receipt to be included. Failure to provide the contracted discount on an invoice may result in payment at Contractor's cost.
8. **PRICE INCREASE:** Contract prices for Generator Installation, 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.
 - 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.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

9. **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.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
11. **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.
12. **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.
13. **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
General Services-Fleet Operations
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.**

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City seeks on-site services encompassing generator installation, maintenance, and repair at different City sites. This specification outlines general performance expectations and specific criteria for compliance by the chosen Respondent. The Contractor is accountable for generator servicing, troubleshooting, repairs, part ordering, and replacement, adhering to manufacturer guidelines to ensure optimal performance aligned with the intended application.
2. **SERVICE LOCATIONS:** The range of services, encompassing installation, annual, preventative, and repair tasks, will encompass items listed in Attachment C – Cost Proposal Sheet and executed in accordance with manufacturer recommendations. Several of these sites have specific access restrictions. The Contractor is responsible for coordinating with the City of Round Rock to secure access to these limited areas. The City retains the prerogative to include or exclude locations as equipment becomes operational or is taken out of service.
3. **GENERAL PREVENTIVE MAINTENANCE (PM) GUIDELINES:** All preventive maintenance inspections and repairs must align with the manufacturer's recommended guidelines. In case of any discrepancy, the manufacturer's recommendations shall take precedence.
The selected Contractor shall:
 - A. Collaborate with the City representative to establish mutually agreed-upon dates and times before conducting any preventive maintenance, work, or inspections. Ensure the work area is left clean and organized at the end of each day.
 - B. Provide a minimum of four quarterly preventive maintenance (PM) inspections annually, with inspections spaced three months apart.
 - C. Perform visual checks for potential issues and conduct manual tests during each quarterly inspection to ensure system reliability.
 - D. Incorporate the fourth quarterly maintenance as part of the scheduled annual maintenance, without separate billing.
 - E. Promptly inform the City Point of Contact (POC) if a problem is detected during preventive maintenance, seeking approval before proceeding with corrective actions.
 - F. Submit a comprehensive inspection and preventive maintenance worksheet or Work Order Form to the Fleet Operations Manager after each PM or inspection.
 - G. Ensure that maintenance parts are available on-site at the scheduled service time.
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.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- 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-**

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- 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.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- 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):** The annual maintenance service will be carried out on each designated generator during the fall or fourth quarter of each year, coinciding with the preventive maintenance schedule. This annual maintenance encompasses, but is not restricted to, the specifications outlined in the manufacturer's recommended guidelines:

- A. Conduct the annual maintenance at a mutually agreed-upon time between the City representative and the respondent.
- B. Verify the fuel level, drain the separator, and introduce a fuel additive as necessary.
- C. Perform an oil change.
- D. Replace various filters including oil filters, fuel filters, coolant filters, and air filters.
- E. Introduce fuel treatment or stabilizer into the tank.
- F. Furnish analysis on oil, fuel, and coolant.
- G. Replace ignition parts (only applicable to gas and diesel - gasoline units).
- H. Test all safety shutdown mechanisms. This phase includes a series of tests to ensure dependable performance and effective interfacing between components.
- I. **Load Testing:** Load tests shall be performed in conjunction with the annual maintenances.
 - i. Conduct a minimum two-hour load bank test on each generator during the annual maintenance, unless specified otherwise in the solicitation.
 - ii. City technicians will oversee all testing activities.
 - iii. The cost of load bank equipment rental and personnel shall be incorporated into the annual maintenance cost specified in the bid sheet.
 - iv. Provide a copy of the load test results to the City within five business days.
 - v. Load tests will encompass all generator systems outlined in Attachment C – Cost Proposal Sheet. The City retains the right to include or exclude locations as new items are incorporated or retired.
- J. **Test Results:** Contractors are required to supply the City with a copy of all test results upon the completion of annual maintenance. These results will include, but are not limited to, analyses of fuel, oil, and coolant, details of safety shutdown performance, and load test outcomes.

6. **INSTALLATION:**

- A. Upon receiving a generator installation request from the City, the Contractor will conduct a site assessment. Subsequently, the Contractor will furnish the City with a quote for the installation services.
- B. The City will provide the Contractor with the generator and automatic transfer switch specifications to ensure compatibility verification of the automatic transfer switch.
- C. The Contractor is responsible for coordinating the scheduling of the generator installation in alignment with the City's Point of Contact (POC).
- D. Collaboration with the Plant Superintendent or assigned contact is essential for Lock-out/Tag-out (LOTO) of equipment.
- E. Mobilization of equipment, personnel, and materials for job site preparation will encompass the following steps:
 - i. Supply all necessary labor, tools, equipment, and incidental items required for the task as requested.
 - ii. Organize equipment and supplies for staging.
 - iii. Arrange for crane services as needed, or secure appropriate lifting mechanisms to facilitate the removal of any decommissioned generator.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- iv. Extract the existing generator and associated equipment for transportation to the City Fleet Operations.
 - v. Execute the installation of the generator and automatic transfer switch.
 - vi. Restore the worksite to its previous condition.
 - vii. Manage the removal of debris resulting from the services provided.
 - viii. Deliver work of high quality that aligns with the standards of the generator maintenance and repair industry, individual manufacturer requirements, and meets the complete satisfaction of the City.
 - F. Following the completion of installation, the Contractor is obligated to conduct a test startup of the installed generator in the presence of City personnel.
 - G. In instances where a generator is being replaced, the Contractor is responsible for transporting the decommissioned generator to the Fleet Operations facility located at:

**901 Luther Peterson Place
Round Rock, Texas 78665**
7. **REPAIR SERVICES:** Repair services will be conducted on-site at the equipment location(s) within the specified timeframes outlined below:
- A. **Emergency Service Call:** "Emergency services" pertain to requests that are immediately imperative and have the potential to disrupt normal City operations.
 - i. The Contractor must respond to the City's Point of Contact (POC) and arrange for repair scheduling within one hour of the City's emergency service call.
 - ii. The Contractor should be present at the generator site within two hours after receiving notification from the City about an emergency situation.
 - iii. In cases where the City determines the need for a rental generator, the Contractor is obligated to provide a rental unit to the City at the price specified by the Contractor's cost-plus markup mentioned on the bid sheet. This arrangement holds until the City's generator is fully repaired and functional. All rental arrangements must receive approval from an authorized City representative.
 - B. **Non-Emergency Service Call:** "Non-Emergency Service" refers to requests for repairs that, if left unresolved for an extended period, could disrupt regular operations. The Contractor's obligations include:
 - i. Contacting the City POC to coordinate repair scheduling within four hours of the City's request for repair services.
 - ii. Arriving at the generator site within 24 hours after receiving notification from the City about the need for non-emergency repair services.
 - C. **Service Technicians:**
 - i. Service technicians are required to notify the City POC upon their arrival and upon the completion of work. If the work cannot be completed during the visit, the technician must communicate with the City to provide a timeline for returning to complete the task before leaving the site.
 - ii. Service technicians must possess full qualifications to work on the listed equipment.
 - iii. Service technicians should be employed by the Contractor starting from the effective date of the contract.
 - iv. The Contractor should be capable of verifying that their service personnel have received training and have a minimum of one year of practical experience working with the specific brands/models of City equipment.
 - v. In the event of the Contractor hiring a new service technician during the contract's term, the Contractor must supply the City with certifications and qualifications validating the technician's ability to work on the City's equipment before they are deployed to the site.
 - vi. All repair parts required for repairs must be present on-site within three business days from the date of approval.
8. **ENGINEERING CHANGES:** The Contractor is obligated to promptly inform the City about any engineering changes within thirty days of receiving such updates from the equipment manufacturer. The City maintains the authority to accept or decline the implementation of these engineering changes upon notification. In instances where the City approves installation, the following stipulations apply:

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- A. The equipment manufacturer or their designated representative is responsible for effecting engineering changes within ninety days of the City's designated Point of Contact (POC) giving acceptance.
- B. During the duration of the contract, at the City's request, the Contractor agrees to provide a cost quotation to the City for updating all equipment to conform to the current engineering change levels. It's important to note that due to the age of the City-owned generators, "engineering change levels" should not be interpreted as encompassing generator replacement arising from obsolescence. Additionally, the Contractor commits to replacing any parts installed during the service period that were not originally manufactured by the Original Equipment Manufacturer (OEM), as determined by the City.
- C. The implementation of Engineering Changes requires explicit authorization through the issuance of a separate City Purchase Order, distinct from the terms outlined in this contract.

9. **DOCUMENT REQUIREMENTS:**

- A. **Malfunction Reports:** The Contractor is required to prepare and provide a malfunction report alongside the corresponding invoice for every maintenance and service call. Instances where time and materials extend beyond the scope of the quarterly or annual charges should be accompanied by a copy of the malfunction report. Invoices need to be submitted to the City before the subsequent scheduled quarterly maintenance.

These reports must include, at a minimum:

- i. Date and time of notification received.
 - ii. Equipment location.
 - iii. Date and time of arrival.
 - iv. Equipment type and model.
 - v. Duration of repair time.
 - vi. Description of the malfunction and repair.
 - vii. Date and time when the equipment was restored to operational status.
 - viii. Part(s) ordered.
 - ix. A comprehensive description of all completed repair work, certifying the equipment's working condition. This should be endorsed by an authorized City Representative upon completion and must accompany the invoice for such work.
- B. **Service Records:** In addition to the malfunction incident reports, the Contractor is responsible for maintaining a comprehensive record of all services conducted on each equipment unit, including any new additions to the City's inventory during the contract and its extension periods. This service record should provide a unique identifier for each equipment piece and include a complete service history along with all replaced parts. All service records and test results should be furnished to the City for examination. If oil analysis, coolant analysis, or fuel analysis are conducted, the findings are documented in the service records or shared with the city's representative.
 - C. **Work Orders:** Detailed work orders, summarizing the provided services and estimated costs, are essential. These work orders must be presented to the City prior to invoicing.
 - D. **Invoices:** Invoices should be submitted within five days of the acceptance of completed work. They need to encompass service hours, a comprehensive description of the work conducted, and a list of utilized parts. Additionally, the unit's identification or serial number that was serviced should be indicated.
 - E. **INSTALLATION:** For each installation project, the Contractor should supply the City with a comprehensive itemized record detailing the installation process.

10. **CITY RESPONSIBILITIES:** The City shall undertake the following responsibilities:

- A. Confirm the scheduled work to be carried out.
- B. Provide local parking for vehicles and ensure access to the designated work areas. In situations where suitable parking isn't available through the City, the Contractor shall arrange off-site parking and transportation to and from the work site.

Exhibit "A"

City of Round Rock

Generator Installation, Maintenance, and Repair Services

RFP No. 23-046

Commodity Code: 936-39

September 2023

- C. Grant access to the locations where service is necessary.
- D. Guarantee that the work area is devoid of safety hazards.
- E. Conduct inspections of the completed work to ensure alignment with the specified scope of work.
- F. Supply the Contractor with the most up-to-date list of generators requiring service.
- G. Furnish generators and automatic transfer switches for any newly planned installations.

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

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-

- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - 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.
 - 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. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Subcontractor Form (if applicable)
- ☐ Attachment C- Cost Proposal Sheet
- ☐ Attachment E- Solicitation Submittal Form and Execution
- ☐ 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**

Provide a detailed explanation of your understanding of the Scope of Work in the request for proposal, along with your system solution. Include all required details and any additional necessary information for evaluating your proposal. Outline your technical plan and estimated project timeline, using visual aids like graphs and charts if needed to illustrate tasks, milestones, and decision points related to the Scope of Work and your plan. Specifically indicate:

- i. Detailed strategy for coordinating preventive maintenance.
- ii. Scheduling flexibility to accommodate emergency and non-emergency service calls.
- iii. Defined processes for troubleshooting and efficient problem resolution.
- iv. Procedures for obtaining and delivering repair parts within a specified timeframe.

B. **Segment 2 – Company Work Experience and Personnel**

Exhibit "A"

City of Round Rock
Generator Installation, Maintenance, and Repair Services
RFP No. 23-046
Commodity Code: 936-39
September 2023

- i. **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.
 - ii. Contractors' past performance with the City may be evaluated.
 - iii. **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.
- C. **Segment 3 – Cost Proposal:** A completed Attachment C -Cost Proposal Sheet is required. All prices must be quoted in order to be considered responsive.

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:
- | | |
|---|---------------|
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 30 pts |
| • Company Work Experience and Personnel (Segment 2) | 30 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>40 pts</u> |
| 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.

Exhibit "A"

City of Round Rock

Generator Installation, Maintenance, and Repair Services

RFP No. 23-046

Commodity Code: 936-39

September 2023

- 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.

Exhibit "A"

ATTACHMENT A REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 23-046

RESPONDENT'S NAME: Austin Generator Service

DATE: 10/4/2023

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 | Williamson County |
| Name of Contact | Shantil Moore |
| Title of Contact | Contracts Coordinator, Facilities Management |
| E-Mail Address | shantil.moore@wilco.org |
| Present Address | 3101 SE Inner Loop, Georgetown, TX 78626 |
| City, State, Zip Code | (512) 943-1523 |
| Telephone Number | () Fax Number: () |

- | | |
|-----------------------|---------------------------------|
| 2. Company's Name | State Preservation Board |
| Name of Contact | Chris Nunn |
| Title of Contact | Facilities Manager |
| E-Mail Address | chris.nunn@tspb.texas.gov |
| Present Address | 201 E 14th St, Austin, TX 78701 |
| City, State, Zip Code | (512) 634-6422 |
| Telephone Number | () Fax Number: () |

- | | |
|-----------------------|--------------------------------------|
| 3. Company's Name | Georgetown ISD |
| Name of Contact | Mike McKenzie |
| Title of Contact | Director of Technology |
| E-Mail Address | mckenziem@georgetownisd.org |
| Present Address | 603 Lakeway Dr, Georgetown, TX 78628 |
| City, State, Zip Code | (512) 943-5006 |
| Telephone Number | () Fax Number: () |

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

Exhibit "A"

ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 23-046

RESPONDENT'S NAME: Austin Generator Service

DATE: 10/4/2023

- CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT**

NO

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT

YES

If yes complete the information below

1. Subcontractor Name

Name of Contact

E-Mail Address

Address

City, State, Zip Code

Telephone Number

()

Fax Number: ()

Describe work to be performed

Percentage of contract work to be performed

%

2. Subcontractor Name

Name of Contact

Title of Contact

E-Mail Address

Address

City, State, Zip Code

Telephone Number

()

Fax Number: ()

Describe work to be performed

Percentage of contract work to be performed

%

- Add additional pages as needed

Attachment C - Cost Proposal Sheet

Generator Installation, Maintenance, and Repair Services

RFP 23-046

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 10% over the total annual cost described in the cost proposal sheet to provide services for any additional generators that may come online throughout the life of the contract. Total contract amount not to exceed \$500,000.

Section I: Generator Maintenance							
No.	Location	Description	Schedule	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Baca Senior Center 301 E. Bagdad Ave., Bldg 2	Generator - Make: Kohler / Mdl. 60RE0ZJB / Serial No. 2025920 62kW / Phase 3 / 480V Transfer Switch - Make: Kohler / Mdl. KCT-AMVA-0104S / Serial No. K2025711	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
2	Carmousty 3621 Carmousty Cove	Generator - Make: Kohler/ Mdl. 100RE0ZJF / Serial No. 3346GGMG0034 100kW / Phase 3 / 480V Transfer Switch - Make: Kohler / Mdl. KSS-AMTC-0225S / Serial No. A333GGMGD0520	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 200.00	\$ 600.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 854.00	\$ 854.00
			LOAD TEST - AM	1	YR	\$ 525.00	\$ 525.00
3	Central Fire Station 203 Commerce Blvd.	Generator - Make: Caterpillar / Mdl. D80-4 / Serial No. CAT00C44CNCPE00675 80kW / Phase 3 / 208V Transfer Switch - Make: Asco / Mdl. E00300030400C10C / Serial No. 366079-010RE	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 705.00	\$ 705.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
4	City Hall 221 E. Main Street	Generator - Make: Olympian / Mdl. D200P3 / Serial No. OLY00000LNN502324 200kW / Phase 3 / 208V Transfer Switch - Make: Caterpillar / Mdl. CTG / Serial No. TSA11374	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 220.00	\$ 660.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,074.00	\$ 1,074.00
			LOAD TEST - AM	1	YR	\$ 650.00	\$ 650.00
5	Fire Station #2 206 West Bagdad Ave	Generator - Make: Generac / Mdl. 7168650100 / Serial No. 2091130 100kW / Phase 3 / 208V Transfer Switch - Make: Generac / Mdl. 006683 / Serial No. 4520356	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 200.00	\$ 600.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 854.00	\$ 854.00
			LOAD TEST - AM	1	YR	\$ 525.00	\$ 525.00
6	Old Fire Station #3 1991 Rawhide Dr.	Generator - Make: Caterpillar / Mdl. D30-8S / Serial No. CAT0000TGBE00493 23.3kW / Phase 1 / 240V Transfer Switch - Make: Eaton / Mdl. 6D32360G12 / Serial No. 85337	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 560.00	\$ 560.00
			LOAD TEST - AM	1	YR	\$ 450.00	\$ 450.00
7	Fire Station #4 1301 Double Creek Dr.	Generator - Make: Genset / Mdl. 60RE0ZK / Serial No. SGM32GSZD 60kW / Phase 3 / 120/208V Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVM	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
8	Fire Station #5 350 Deepwood Dr.	Generator - Make: Caterpillar / Mdl. D50-6 / Serial No. CAT00C44KLC400408 45kW / Phase 3 / 208V Transfer Switch - Make: Asco / Mdl. A300315091C / Series 300 / Serial No. 116061-7	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
			ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 560.00	\$ 560.00
			LOAD TEST - AM	1	YR	\$ 450.00	\$ 450.00

No.	Location	Description	Schedule	Estimated Quantity	Unit	Unit Cost	Extended Total
9	Fire Station #6 2919 Joe DiMaggio Blvd	Generator - Make: Cummins-Onan / Mdl. DGDPA-5691453 / Serial No. 1040694359 80kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch - Make: Cummins - Onan / Mdl. OTCB-5690219 / Serial No. H040680179	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 705.00	\$ 705.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
10	Fire Station #7 2811 Oakmont Dr.	Generator - Make: Kohler / Mdl. 80REOZJD / Serial No. 2166718 80kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch - Make: Kohler / Mdl. KSS-DCTA-0400S / Serial No. K2166050	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 705.00	\$ 705.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
11	Fire Station #8 1612 Red Bud Lane	Generator - Make: Kohler / Mdl. 60REOZK / Serial No. SGM32GSGZC 60kW / Phase 3 / 120/208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVL	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
			LOAD TEST - AM	1	YR	\$ 475.00	\$ 475.00
12	Fire Station #9 2721 SAM BASS RD	Generator: Make: Olympian/ Mdl. 95A 01644 S/ Serial No. 2019815 15kw/ Phase 1/240	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch- Make Generac / Mdl. 95A01644-W / Ser. 29279	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 543.00	\$ 543.00
			LOAD TEST-AM	1	YR	\$ 450.00	\$ 450.00
13	Fire Logistics 330 OGattis School Road	Generator: Make: Kohler/ Mdl. 20REOZK Serial No SGM32MG8N 22kw/ Phase 1/240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch- Make Kohler / Mdl. KSS-AFNA-0100S / Ser. H040680179	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 543.00	\$ 543.00
			LOAD TEST-AM	1	YR	\$ 450.00	\$ 450.00
14	Forest Creek - Bay Hill 3222 Bay Hill Lane	Generator - Make: KOHLER/ Mdl. 40REOZK / Serial No. 33FYGMGG0071 40kW / Phase 1 / 240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch - Make: Kohler / Mdl. KSS-AFNC-0200S / Serial No. A333GMGD0518	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 580.00	\$ 580.00
			LOAD TEST (AM)	1	YR	\$ 450.00	\$ 450.00
15	Forest Creek - Hilton Head 2119 Hilton Head Dr.	Generator - Make: KOHLER / Mdl. 150REOZJF / Serial No. 3379GMGG0012 150kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 220.00	\$ 660.00
		Transfer Switch - Make: Kohler / Mdl. KSS-AMTC-0225S / Serial No. A333GMGD0520	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,006.00	\$ 1,006.00
			LOAD TEST (AM)	1	YR	\$ 550.00	\$ 550.00
16	Forest Creek - Trevino 3820 Trevino Dr.	Generator - Make: Kohler / Mdl. 60REOZK / Serial No. 33HMGMGN0022 60kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0100S / Serial No. A333GMGD0519	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
			LOAD TEST (AM)	1	YR	\$ 475.00	\$ 475.00
17	Lake Georgetown 2040 Cedar Bend (DB Woods & Cedar Breaks Rd.)	Generator - Make: Cummins-Onan / Mdl. 900DFHC-1333 / Serial No. H000135813 900kW / Phase 3 / 2400V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 350.00	\$ 1,050.00
		Transfer Switch - Make: Schneider Electric / Mdl. Premset D06H / Serial No. 42233323-001	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 4,103.00	\$ 4,103.00
			LOAD TEST (AM)	1	YR	\$ 7,926.00	\$ 7,926.00
18	New Fire Station 3 La Frontera 221 Sundance Parkway	Generator - Make: Kohler / Mdl. 60REOZK / Serial No. 33HMGMR0004/ Phase. 3 / 120/208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		Transfer Switch- Make: Kohler / Mdl. GM42541-16/ Serial Number. 151656336-10-1	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
			LOAD TEST (AM)	1	YR	\$ 475.00	\$ 475.00
19	McNutt 3939 E Palm Valley	Generator - Make: Generac / Mdl. 7808900400 / Serial No. 2093492 300kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 250.00	\$ 750.00
		Transfer Switch - Make: Generac / Mdl. 7808900200 / Serial No. 93627	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,197.00	\$ 1,197.00
			LOAD TEST (AM)	1	YR	\$ 775.00	\$ 775.00

No.	Location	Description	Schedule	Estimated Quantity	Unit	Unit Cost	Extended Total
20	Police Department 2701 N. Mays St.	Generator - Make: Kohler / Mdl. 500REOVZB / Serial No. 2160408	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 285.00	\$ 855.00
		475kW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,655.00	\$ 1,655.00
		Transfer Switch - Make: Kohler / Mdl. KCT-AMVA-0800S / Serial No. K2160336	LOAD TEST (AM)	1	YR	\$ 900.00	\$ 900.00
21	Forest Creek 3839 Forest Creek Blvd	Generator - Make: Cummins / Mdl. C100DGC-1734267 / Serial No. B190500977	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		80KW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 705.00	\$ 705.00
		Transfer Switch - Make: Cummins / Mdl. OTCB-1734266 / Serial No. L17M286666	LOAD TEST (AM)	1	YR	\$ 475.00	\$ 475.00
22	Stone Oak 10999 Wyoming Springs	Generator - Make: Olympian / Mdl. D50P3 / Serial No. OLY000007NPF01860	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		50kW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 560.00	\$ 560.00
		Transfer Switch - Make: Asco / Mdl. D300370N1C / Serial No. 213237-2 RE	LOAD TEST (AM)	1	YR	\$ 450.00	\$ 450.00
23	Water Treatment Plant 5200 N. IH 35	Generator - Make: KOHLER / Mdl. 50REOZK / Serial No. 33H3GMGG0017	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		52kW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 560.00	\$ 560.00
		Transfer Switch - Make: GE / Mdl. 0816X0392L02	LOAD TEST (AM)	1	YR	\$ 450.00	\$ 450.00
24	Water Treatment Plant(2) 5200 N. IH35	Generator - Make: Olympian / Mdl. D30P1S / Serial No. D4080A/004	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		30kW / Phase 1 / 240V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 560.00	\$ 560.00
		Transfer Switch - Make: Asco / Mdl. D00300020104F10C / Serial No. 789241-006 RE	LOAD TEST (AM)	1	YR	\$ 450.00	\$ 450.00
25	Bob Bennett Building Luther Peterson Service Center 3400 Sunrise Rd	Generator - Make: Cummins / Mdl. C80 D6C / Serial No. B190500977	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 185.00	\$ 555.00
		80KW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 682.00	\$ 682.00
		Transfer Switch - Make: Cummins / Mdl. OTECB-1819660 / Ser. A19M480580	LOAD TEST (AM)	1	YR	\$ 475.00	\$ 475.00
26	Water Treatment Plant High Service 5200 N. IH 35	Generator - Make: Kohler / Mdl. 1820REOZM / Serial No. 2064745	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 375.00	\$ 1,125.00
		1820KW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 4,508.00	\$ 4,508.00
		Transfer Switch - Make: Eaton/Culler-Hammer / Mdl. SSH28156 /	LOAD TEST (AM)	1	YR	\$ 2,200.00	\$ 2,200.00
27	Old WWTP 1199 E. Austin Ave	Generator - Make: STEWART & STEVENS / Mdl. 16V92GDTAB-HO-750SB/	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 340.00	\$ 1,020.00
		Serial No. 129067	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,727.00	\$ 1,727.00
		Transfer Switch - Make: Siemens / Mdl. 9510 / Serial No.	LOAD TEST (AM)	1	YR	\$ 1,150.00	\$ 1,150.00
28	McNutt #2 3839 E. Palm Valley	Generator - Make: Generac / Mdl. 6735980100 / Serial No. 2089218	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 250.00	\$ 750.00
		250KW / Phase 3 / 480V	ANNUAL MAINTENANCE to include 4th quarterly maintenance (AM)	1	YR	\$ 1,093.00	\$ 1,093.00
		Transfer Switch - Make ASCO / Mdl. E00300030400N1XH / Ser. 350351 RE	LOAD TEST (AM)	1	YR	\$ 700.00	\$ 700.00
					Total	\$	\$ 71,740.00

Section II: Labor Rates						
ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	
30	Labor Rate-Regular Hours Rate Minimum Charge (if any) of _____ Hours	60	HR	\$185.00	\$11,100.00	
31	Labor Rate-After Hours Rate Minimum Charge (if any) of _____ Hours	10	HR	\$277.50	\$2,775.00	
32	Emergency -Regular Hours Rate Minimum Charge (if any) of _____ Hours	5	HR	\$185.00	\$925.00	
33	Emergency - After Hours Rate Minimum Charge (if any) of _____ Hours	5	HR	\$277.50	\$1,387.50	
34	Trip Charge if any 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)	60	TRIP	\$125.00	\$7,500.00	
				TOTAL	\$23,687.50	
Section III: Additional Information This section will not be evaluated under Cost but will become part of the resulting contract.						
35	Percent Discount (%) off MSRP Catalog for repair parts	Percent Off Catalog		0%		
36	Generator rental shall be on a cost-plus basis The Percentage (%) if any of markup for generator rentals will be <input type="checkbox"/>	Percent		0%		
COMPANY NAME: Austin Generator Service PRINTED NAME: Ronnie Lane PHONE NUMBER: 512-993-1435 EMAIL ADDRESS: ronnie.lane@austingenerator.com						

Exhibit "A"
ATTACHMENT E
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.

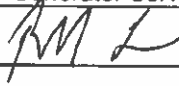
By signature hereon, the Respondent certifies that:

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): Austin Generator Service

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Ronnie Lane

TITLE: Business Development Manager **DATE:** 10/4/2023

STREET: 2004 Howard Lane

CITY/STATE/ZIP: Austin, TX 78728

TELEPHONE & FAX NO.: 512-251-2247

E-MAIL ADDRESS: ronnie.lane@austingenerator.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 74-1967936

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/>