

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF GENERATOR PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES  
WITH  
LOFTIN EQUIPMENT COMPANY**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS AGREEMENT for preventative maintenance and repair services for City of Round Rock’s generators, 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 \_\_\_\_\_, 2017 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 LOFTIN EQUIPMENT COMPANY, whose offices are located at 1241 Universal City Boulevard, Universal City, TX 78148 (referred to herein as the “Services Provider”).

**RECITALS:**

WHEREAS, City desires to purchase generator preventative maintenance and repair services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its “Invitation for Bid” for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

WHEREAS, the parties 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:

**1.01 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 Invitation for Bid, designated

Solicitation Number 17-011, Class/Item: 936/39 dated April 2017 (“IFB”); (b) Addendum No. 1, Addendum No. 2, and Addendum No. 3 to the IFB (collectively the “Addenda”); (c) Services Provider’s Response to IFB; (d) contract award; and (e) any exhibits and/or amendments 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 Response to IFB;
- (3) City’s Invitation for Bids, 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.

## **2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM**

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. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. 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.

### **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Services Provider to supply the services as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and Addenda to IFB and as offered by Services Provider in its Response to the IFB.

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.

### **4.01 ITEMS AWARDED; AND SCOPE OF WORK**

**Items Awarded.** All bid items in Exhibit "A" are awarded to Services Provider.

**Scope of Work:** For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 17-011, Class/Item: 936/39 dated April 2017 and Addenda to IFB 17-011). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. 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.

### **5.01 COSTS**

A. In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in pages sixteen (16) through nineteen (19) ("Bid Form") of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Forty-Eight Thousand Two Hundred Twenty-Seven and No/100 Dollars (\$48,227.00) per year** for the term of this Agreement.

## **6.01 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.

## **7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the 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.

## **8.01 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.

## **9.01 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.

#### **10.01 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.

#### **11.01 TAXES**

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

#### **12.01 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.

#### **13.01 INSURANCE**

Services Provider shall meet all insurance requirements set forth by in the “Insurance Requirements” documents on the City’s website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **14.01 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](mailto:cmcdowell@roundrocktexas.gov)

#### **15.01 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.

#### **16.01 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 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.

## **17.01 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.

## **18.01 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.

## **19.01 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

#### **20.01 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.

#### **21.01 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:**

Loftin Equipment Company  
1241 University City Boulevard  
Universal City, Texas 78148

##### **Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, 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.

#### **22.01 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.

#### **23.01 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.

#### **24.01 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.

#### **25.01 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.

#### **26.01 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.

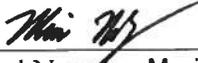
[Signatures on the following page.]

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

**City of Round Rock, Texas**

**Loftin Equipment Company**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Printed Name: Mario Rodriguez  
Title: Account Manager  
Date Signed: 7/25/17

**Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**GENERATOR PREVENTIVE MAINTENANCE AND REPAIR  
SERVICES**

**SOLICITATION NUMBER 17-011**  
**April 2017**

**Exhibit "A"**  
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**PART I**  
**GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks to contract with a qualified individual, firm, or Corporation, hereafter referred to as "Respondent", to provide on-site preventive maintenance and repair services for generators at various City locations.
2. **ATTACHMENTS:** Attachments A, B, and C are herein made part of this Invitation For Bid:
  - 2.1 **Attachment A:** Bid Sheet
  - 2.2 **Attachment B:** Respondent's Reference Sheet
  - 2.3 **Attachment C:** Signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission, if necessary.
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Yvonne Hopkins, CTPM**  
**Purchasing Department**  
**City of Round Rock**  
**Phone: 512-218-3228**  
**Email: [yhopkins@roundrocktexas.gov](mailto:yhopkins@roundrocktexas.gov)**

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
4. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award.
  - 4.1 Respondent shall be firms, corporations, individuals or partnerships normally engaged in the sale, service and distribution of the commodity as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 4.2 Respondent shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
  - 4.3 Respondent shall employ a minimum of two qualified technicians. Service technicians shall be fully qualified to work on the listed equipment and employed by the successful respondent on the effective date of the contract. Respondent shall verify that service personnel have had training with a minimum of one year of "hands on" experience working on the listed equipment.
  - 4.4 Respondent shall provide the name, address, telephone number and email address of at least three firms that have utilized similar service(s) for at least (two) 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. Reference form provided, Attachment B. **E-MAIL ADDRESSES ARE REQUIRED.**
  - 4.5 Respondent shall 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 procurement process.
5. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in on-site preventive maintenance and repair services for generators.

**Exhibit "A"**

6. **DAMAGE**: The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
7. **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:

- 7.1. 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;
- 7.2. 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;
- 7.3. 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 Successful Respondents' obligations under this paragraph.
8. **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.
9. **PRICE INCREASE**: Contract prices shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
- 9.1. **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/>.
- 9.2. **Procedure to Request Increase**:
- 9.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. 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. Price increase requests shall be sent by mail to:
- City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 79664-5299**
- 9.2.2. 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, negotiate with the Vendor, or cancel the Agreement or Purchase Order if an agreement cannot be reached on the value of the increase.
10. **AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:
- 10.1 The term of the initial Agreement shall begin from date of award and shall remain in full force for five (5) years, equal to sixty (60) months.

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- 10.2** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
- 10.3** If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
- 11. ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than ten (10) working days. The awarded respondent 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 site shall be re-cleaned at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-cleaned, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

## **PART II** **SPECIFICATIONS**

- 1. SCOPE:** The City requests on-site maintenance and repair service for generators at various City locations noted on Bid Form herein. This specification covers only the general requirements as to the performance and certain details to which the successful Respondent shall conform. Respondent shall be responsible for the servicing, troubleshooting, repairing, ordering and replacement of parts on generators, in accordance with manufacturer's recommendations, to ensure each unit is operating as designed for the intended application.
- 2. ADDITIONS, DELETIONS, OR REPLACEMENTS:** The City may add, delete or replace a generator on the solicitation. If a generator is replaced, vendor shall perform maintenance on replacement generators when the manufacturer's warranty has expired. The City will advise the vendor by written amendment within twenty (20) business days of the addition or deletion of any location, any new or old generator, and when service shall begin if the generator is new.
- 3. MAINTENANCE PARTS:** At the time the successful Respondent determines a generator needs maintenance or the City calls for service:
- 3.1** Eighty-five percent of all parts shall be on-site within twenty-four (24) business hours for repair of equipment.
  - 3.2** All remaining parts shall be normally on-site within forty-eight (48) hours. Maintenance does not include normal operating supplies.
  - 3.3** All parts shall be on a cost plus percentage (%) markup basis. Invoices for work performed shall require an itemized copy of supplies/parts receipt to be included. Failure to provide the cost plus percentage (%) markup on an invoice may result in payment at cost.
- 4. PREVENTIVE MAINTENANCE (PM):** Preventive maintenance shall be performed on equipment to include, but not be limited to, locations shown on the Bid Form. All PM inspections and repairs shall be in accordance with the manufacturer's recommended guidelines.
- Successful respondent shall:
- 4.1** Provide a minimum of three (3) quarterly PM inspections annually. Quarterly inspections are defined as inspections spaced three (3) months apart. During each quarterly inspection, all systems shall be visually checked for potential problems, and shall be manually tested to assure reliability. Preventive maintenance service shall include, but not be limited to, items identified on **ATTACHMENT A** and as recommended by manufacturer.
  - 4.2** Contact City Representative with any problems and advise as to the cost of repairs. No parts, supplies, or annual services are included in the basic inspection costs.
  - 4.3** Contact the City representative to coordinate mutually agreed upon dates/times between the City representative and the Respondent before any work, inspections, and/or preventive maintenance are performed.

# Exhibit "A"

- 4.4 Supply a detailed inspection and PM sheet to the facilities manager upon completion of each PM and/or inspection.
5. **ANNUAL MAINTENANCE (AM):** Annual Maintenance service shall be performed on each designated generator in the fall or fourth quarter of each year and in conjunction with the Preventive Maintenance. Annual Maintenance shall include but not be limited to accordance with the manufacturer's recommended guidelines:
  - 5.1 Check fuel level and drain separator and add fuel additive, as applicable.
  - 5.2 Change oil.
  - 5.3 Filter Replacement - Oil filters, fuel filters, coolant filters and air filters.
  - 5.4 Analysis on oil, fuel and coolant.
  - 5.5 Replacing ignition parts (gas-gasoline units only).
  - 5.6 Testing all safety shutdowns. At this time, a series of tests shall be conducted to ensure reliability and satisfactory interfacing between components.
6. **Load Test:** Load test shall be performed in conjunction with Annual Maintenance.
  - 6.1 A minimum two-hour load bank test shall be performed on each of the generators at the time of the Annual Maintenance, unless otherwise noted on the solicitation.
  - 6.2 Load bank equipment rental costs and personnel costs shall also be included in the Annual Maintenance.
  - 6.3 A copy of the load test results shall be provided to the City within 5 business days.
  - 6.4 Load Tests shall be performed annually on all generator systems listed below:
    - 6.4.1 Central Fire Station – 203 Commerce Blvd.
    - 6.4.2 City Hall – 221 E. Main St.
    - 6.4.3 Fire Station #2 – 206 W. Bagdad Ave.
    - 6.4.4 Fire Station #3 – 1991 Rawhide Dr.
    - 6.4.5 Fire Station #5 – 350 Deepwood Dr.
    - 6.4.6 Fire Station #6 – 2919 Joe DiMaggio Blvd.
    - 6.4.7 Fire Station #7 – 2811 Oakmont Dr.
    - 6.4.8 High Service – 5200 N. IH 35
    - 6.4.9 Lake Georgetown – 2040 Cedar Bend (DB Woods & Cedar Breaks Rd.)
    - 6.5.0 Logistics Warehouse – 3300 Gattis School
    - 6.5.1 Police Department – 2701 N. Mays
    - 6.5.2 All other locations not listed shall be at the discretion and request of the City.
7. **Test Results:** Respondents shall provide to the City a copy of all test results upon completion of Annual Maintenance, to include, but not be limited to fuel, oil and coolant analysis, safety shutdowns and load test.
  - 7.1 Perform Annual Maintenance at a time mutually agreed upon between the City representative and the Respondent.
8. **REPAIR SERVICE:** Repair service shall be performed at the location(s) of equipment within time allocations specified after call for service.
  - 8.1 For **Emergency Service Call**, Respondent shall:
    - 8.1.1 Respond within one hour of City's call(s) for service.
    - 8.1.2 Be at location of required service within two hours after notification by City.

Exhibit "A"

- 8.1.3** If, during the emergency repair of a generator, the City determines a rental generator is required, Respondent shall provide a rental unit until the City's generator is repaired and fully functional. In addition, if an emergency arises that requires the use of a rental generator, Respondent shall provide a rental generator at the bid price. All rentals shall be approved by an authorized City representative and billed at the contractor's cost plus bid markup.
- 8.2** For **Non-Emergency Service Call**, Respondent shall:
- 8.2.1** Respond within four hours of City's call(s) for service.
- 8.2.2** Be at location of required service within twenty-four hours after notification by City.
- 9.** Service technicians performing work shall remain on-site until the problem is resolved or until authorized to leave by the City site manager or designated point of contact (POC).
- 9.1** Service technicians shall be fully qualified to work on the listed equipment and employed by the Respondent on the effective date of the contract. Respondent shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the existing and new equipment.
- 10.** Consistent failure by the Respondent to respond to service calls within the allowed response time may place the Respondent in default and subject to cancellation of the purchase order and, or contract. Consistent failure is defined as not responding within the allowed response time at any or all locations on two (2) out of three (3) consecutive occurrences.
- 11.** **ENGINEERING CHANGES (EC)**: The successful respondent shall advise the City within thirty (30) days of EC made available by the equipment manufacturer. The City reserves the right to agree or disagree to the installation of the EC at time of notification. When City agrees to installation, the following applies:
- 11.1** The equipment manufacturer, or their designated representative, shall install within ninety (90) days of acceptance by City contract administrator.
- 11.2** Engineering Changes shall be authorized by the issuance of a Purchase Order separate from this contract.
- 11.3** At any point during Purchase Order or contract term, at the request of the City, Respondent agrees to estimate and quote the City for costs involved in bringing all equipment to current Engineering Changes levels. Due to age of all City owned generators, Engineering Changes levels shall NOT be interpreted to include generator replacement due to obsolescence. Also, Respondent agrees to replace, at the discretion of the City, any parts installed during the service period that were not manufactured by the OEM.
- 12.** **TECHNICAL DOCUMENTATION**: The Respondent shall maintain necessary technical documentation pertaining to maintenance or service of the listed equipment and any additions to the City's inventory throughout the contract and extension periods.
- 13.** **MALFUNCTION REPORTS**: Respondent shall complete and furnish a malfunction report for each maintenance and/or service call with the invoice. A copy of each malfunction report shall be presented with time and material used outside the parameters of the quarterly and/or annual charge. Invoices shall be received by the City before the next scheduled quarterly maintenance.
- 13.1** Reports shall include, at a minimum, the following information:
- 13.2** Date and time notification received.
- 13.3** Location of equipment.
- 13.4** Date and time of arrival.
- 13.5** Type and model of equipment.
- 13.6** Time spent for repair.
- 13.7** Description of malfunction and repair
- 13.8** Date and time equipment is made operational.

## Exhibit "A"

**13.9 Part(s) ordered.**

14. Detailed description of all completed repair work certifying equipment is in working order, shall be signed by authorized City Representative at the time work is performed and shall accompany the invoice for such work.
15. **SERVICE RECORDS:** In addition to the malfunction incident report(s), Respondent shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of service and all parts used. All service records and all test results shall be furnished to the City for review.
16. **PREVENTIVE MAINTENANCE:** All maintenance shall be performed as per the manufacturer's recommendations. If, in the event of any conflict, the manufacturer's recommendations shall prevail.
- 16.1 A trained service representative shall visit a site, as requested by the City, as many times as needed in a year on mutually agreed dates and times to perform preventive maintenance work. All work shall be performed in a safe and professional manner and the work area shall be left in a neat and clean condition.

**16.1.1 STARTING SYSTEM:**

- Clean batteries and cables.
- Check and record specific gravity if batteries are lead-acid or, check and record voltage readings if batteries are nickel-cadmium.
- Check for proper starter operations, noting any usual noises.
- Check for proper cranking motor disconnect.
- Replace plugs, points, cap, rotor, condenser (where applicable), and clean as required. Check all connections in fuel, oil, cooling, battery, and exhaust systems.

**16.2 BATTERY CHARGING SYSTEM:**

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

**16.3 FUEL SYSTEM:**

- Check engine and supply system for any fuel leaks.
- Check operation of day tank pump and float switch.
- Check electrical and piping connections to day tank.
- Drain condensation from fuel water separator.
- Change fuel filters if applicable.
- Fuel treatment at City's request to add stabilizer to fuel tanks.
- Inspect all fuel lines and injector pump for leak(s).

**16.4 LUBE OIL SYSTEM:**

- Check engine oil level.
- Check engine oil pressure.
- Take sample of lube oil for analysis [one (1) per year].
- Change lube oil filter if applicable.
- Properly dispose of used oil filters.

**16.5 AIR INTAKE SYSTEM:**

# Exhibit "A"

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

**16.6 EXHAUST SYSTEM:**

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

**16.7 ENGINE COOLING SYSTEM:**

- Check coolant level. Fill as needed per manufacturer specifications.
- Check for proper amount of anti-freeze.
- Check coolant freeze point.
- Check radiator core for obstruction or buildup of foreign matter.
- Check general condition of engine coolant.
- Check for and repair leaks.
- Check inhibitors (nitrites).
- Replace coolant filter (if applicable).
- Check radiator for obstructions and air flow.
- Check for proper operation of louvers, either motorized or gravity (if applicable).
- Check all belts for wear and proper tension.
- Check all hoses for cracks and brittleness.
- Check jacket water heaters and thermostats for proper operation.

17. Take sample of coolant for analysis [one (1) per year].

**18. SPEED CONTROL SYSTEM:**

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

**19. SAFETY SYSTEM:**

- Verify and record oil pressure and water temperature.
- 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).

**20. AC POWER GENERATOR:**

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

**21. ENGINE CONTROL PANEL:**

- Inspect for any loose connections, terminals, hour meter, oil pressure @ operation RPM (include hot cold PSI) voltmeter, water temperature, and ammeter.
- Inspect condition of relay contacts.

Exhibit "A"

- Thoroughly clean control panel.
- Check operation of all lights and replace any indicator lights not working.
- Replace any blown fuses.
- Check operation of main circuit breaker and leave in "READY" position.
- Verify and record output voltage and adjust regulator if needed.
- Calibrate control meters.
- Verify and record output frequency and adjust governor, if necessary.

**22. TRANSFER SWITCHES:**

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

**23. GENERAL:**

- Carefully inspect engine for leaks or deterioration.
- Make note of any unusual sounds during walk-around inspections.
- Check and adjust voltage and frequency.
- Add engine fluids as required.
- Grease necessary fittings.
- General maintenance on jacket water heaters, engine plumbing, etc.

**24. FLUID CHANGE:**

- One (1) engine oil and oil filter change per year.
- Coolants change if applicable.

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

- Lube oil pressure.
- Water Temperature.
- Frequency.
- Current (all three phases).
- Voltage (all three phases).
- Kilowatts.
- Check auto start - stop move.
- Check operation of transfer switch when requested by City.

**26. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

**26.1 Respondent'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.

**26.2 The City's designated representative:** The City's designated representative shall be:

Pete Dominguez  
Facilities Manager, General Services  
Phone: (512) 341-3144

**Exhibit "A"**

Email: [pdominguez@roundrocktexas.gov](mailto:pdominguez@roundrocktexas.gov)

27. **WORKFORCE:** Successful Respondent shall:
- 27.1 Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - 27.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - 27.3 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.
28. **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.
29. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

**PART III**  
**SCHEDULE AND RESPONSE INSTRUCTIONS**

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	April 11, 2017
<b><u>Mandatory Pre-Bid meeting / site visit</u></b>	<b>April 21, 2017 @ 10:00AM, CST</b>
<b><u>Deadline for submission of questions</u></b>	<b>April 28, 2017 @ 5:00PM, CST</b>
City responses to questions or addendums	May 5, 2017 @ 5:00PM, CST
<b><u>Bid Response Due Date (Due Date)</u></b>	<b>May 19, 2017 @ 3:00PM, CST</b>

All questions regarding this solicitation shall be submitted in writing by 5:00PM, CST on the due date noted above. A copy of all the 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 <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
3. **MANDATORY PRE-SOLICITATION MEETING / SITE VISIT AND INSPECTION:** A pre-solicitation meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting / site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).
- 3.1 Attendance at the pre-solicitation meeting / site visit is mandatory. Respondents shall sign-in at the pre-solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-solicitation meeting and site visit tour, which shall initially begin at:

**Exhibit "A"**

**City of Round Rock  
City Hall  
221 E. Main Street  
Round Rock, Texas 78664**

**On-Site Cell Phone: 512-801-4547**

A City representative will carry the above listed cell phone during the pre-solicitation meeting / site visit to assist attendees with directions.

- 3.2. Respondents will be responsible for their own transportation for the site visit tour.
  - 3.3. A map for each facility location will be provided at the pre-solicitation meeting.
  - 3.4. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
  - 3.5. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 5:00PM, on the due date noted in Part III, Section 1. Respondent shall provide one (1) original and five (5) copies of their solicitation response. Mail or hand deliver sealed responses to:

**City of Round Rock  
Attn: Yvonne Hopkins  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- 4.1 Sealed responses shall be clearly marked on the outside of packaging with Solicitation title Generator Maintenance, Solicitation No. 17-011, Solicitation opening date May 19, 2017 and the phrase: "DO NOT OPEN".
  - 4.2 Facsimile or electronically transmitted responses will not accepted.
  - 4.3 Responses cannot be altered or amended after opening.
  - 4.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - 4.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - 4.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
5. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 5.1 Purchase price;
  - 5.2 Reputation of Respondent and of Respondent's goods and services;
  - 5.3 Quality of the Respondent's goods and services;
  - 5.4 The extent to which the goods and services meet the City's needs;
  - 5.5 Respondent's past performance with the City;
  - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 5.7 Any relevant criteria specifically listed in the solicitation.

**Exhibit "A"**

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

6. **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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
  - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 7.2 Provide City contact(s) information for implementation of agreement.
  - 7.3 Identify specific milestones, goals and strategies to meet objectives.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.

#### **PART IV** **RESPONSE REQUIREMENTS**

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and five (5) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment B:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

## Exhibit "A"

**Attachment C:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

**Additional Information Requested:**

**Contract Information:** Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

## **PART V**

### **CONFIDENTIALITY OF CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

## **PART VI**

### **GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

# Exhibit "A"

- 3.1** There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 3.2** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 3.3** There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 3.4** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

**Exhibit "A"**

City of Round Rock  
Generator Preventive Maintenance and Repair Services  
IFB No. 17-011  
Class/Item 936/39  
April 2017

**ATTACHMENT A:  
BID SHEET  
CITY OF ROUND ROCK, PURCHASING  
221 E. Main Street  
Round Rock, Texas 78664-5299**

Bids are due to the Purchasing Office  
at the above address by 3:00PM, May 19, 2017.

Bid closing (due) date & bid number must be in lower left-hand  
corner of sealed bid envelope with return address of bidding  
firm. Bid F.O.B. Destination, Freight prepaid and allowed unless  
otherwise specified below.

Facsimile or emailed bid responses shall not be accepted.

Invoice To:  
City of Round Rock  
Accounts Payable  
221 East Main Street  
Round Rock, TX 78664-5299

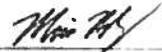
Bidding Information	
Bid Name:	Generator Preventive Maintenance & Repair Services
Bid Number	17-011
Bid Closing (Due) Date:	05/19/2017
Bid Closing Time:	3 00PM
Bid Location:	City of Round Rock City Hall, Council Chambers 221 E. Main Street Round Rock, TX 78664

REQUIRED INFORMATION:	
TAX ID NO.:	86-0041520
LEGAL BUSINESS NAME:	Loftin Equipment CO
ADDRESS:	1241 Universal City Blvd., Universal City, TX 78148
CONTACT:	Mario Rodriguez
TELEPHONE NO.:	(210)788-9857
BUSINESS ENTITY TYPE:	S-Corp
E-MAIL:	mrodriguez@loftinequip.com

Bidder shall print, sign, and date below.  
Failure to sign bid sheet will disqualify bid.

Mario Rodriguez

Print Name

  
Authorized Signature

5/26/17

Date

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

Respondent agrees to comply with all conditions set forth in this Invitation For Bid (IFB).

This is for a five year agreement for Generator Preventive Maintenance and Repair Service in accordance with IFB No. 17-011.



CITY OF ROUND ROCK, TEXAS  
 INVITATION FOR BID

Solicitation No. 17-011 Generator Preventative Maintenance and Repair Services

IFB No. 17-011 Addendum No. 2 Date of Addendum: May 12, 2017

Please note the following changes to this Invitation For Bid:

1. Please disregard the BID SHEET Section of Addendum No. 1. The Bid Sheet has been updated as shown below on this Addendum No. 2. It has been updated to include a line for "Generator Standby Rental" estimated for 1 day cost for each generator. Please use this Bid Sheet (Addendum 2) when submitting your Bid Sheet.

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.

SECTION A

ITEM #	LOCATION OF GENERATORS	MAKE & MODEL	SCHEDULE	QTY	UOM	UNIT PRICE	EXTENSION
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. KVT-AMVA 0104S / Serial No. K2025711	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 410	\$ 410
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 152	\$ 152
2	Carnousty 3621 Carnousty Cove	Generator - Make: Generac / Mdl 98AO3027 S / Serial No. 2042055 100kW / Phase 3 / 480V Transfer Switch - Make: Asco / Mdl Series 300 / Serial No. 21651	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 405	\$ 405
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
3	Central Fire Station 203 Commerce Blvd	Generator - Make: Caterpillar / Mdl D80-4 / Serial No. CAT00C44CNCE00575 80kW / Phase 3 / 208V Transfer Switch - Make: Asco / Mdl Series 300 / Serial No. 366079-010RE	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 425	\$ 425
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
4	City Hall 221 E. Main Street	Generator - Make: Olympian / Mdl D200P3 / Serial No. OLY00000LNN502324 200kW / Phase 3 / 480V Transfer Switch - Make: Caterpillar / Mdl. CTG / Serial No. TSA11374	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 165	\$ 495
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 585	\$ 585
			LOAD TEST - AM	1	YR	\$ 315	\$ 315
			GENERATOR STANDBY RENTAL	1	DAY	\$ 320	\$ 320
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	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 445	\$ 445
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
6	Fire Station #3 1991 Rawhide Dr	Generator - Make: Caterpillar / Mdl D30-8S / Serial No. CAT0000TGBE00493 23.3kW / Phase 1 / 240V Transfer Switch - Make: Caterpillar / Mdl. ATC / Serial No. TAT00640	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 395	\$ 395
			LOAD TEST - AM	1	YR	\$ 275	\$ 275
			GENERATOR STANDBY RENTAL	1	DAY	\$ 56	\$ 56
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	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 440	\$ 440
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 152	\$ 152

CITY OF ROUND ROCK, TEXAS  
INVITATION FOR BID

Solicitation No. 17-01 | Generator Preventative Maintenance and Repair Services

8	Fire Station #5 350 Deepwood Dr.	Generator - Make: Caterpillar / Mdl. D50-B / Serial No. CAT00C44KLC400408 45kW / Phase 3 / 208V Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 118061-7	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 425	\$ 425
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
9	Fire Station #6 2919 Joe DiMaggio Blvd.	Generator - Make: Cummins-Onan / Mdl. DGDA-5691453 / Serial No. ID40694359 80kW / Phase 3 / 208V Transfer Switch - Make: Cummins-Onan / Mdl. OTCB-5690219 / Serial No. HD40680179	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 150	\$ 450
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 440	\$ 440
			LOAD TEST - AM	1	YR	\$ 270	\$ 270
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
10	Fire Station #7 2811 Oakmont Dr.	Generator - Make: Kohler / Mdl. 80REOZJD / Serial No. 2168718 80kW / Phase 3 / 208V Transfer Switch - Make: Kohler / Mdl. KSS-DCTA-0400S / Serial No. K2166050	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 150	\$ 450
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 465	\$ 465
			LOAD TEST - AM	1	YR	\$ 270	\$ 270
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
11	Fire Station #8 1612 Red Bud Lane	Generator - Make: Genset / Mdl. 80REOZK / Serial No. SGM32GSZC 60kW / Phase 3 / 120/208V Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVL	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 440	\$ 440
			LOAD TEST - AM	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 152	\$ 152
12	Forest Creek - Bay Hill 3222 Bay Hill Lane	Generator - Make: Olympian / Mdl. D40P1S / Serial No. E3032A/001 40kW / Phase 1 / 240V Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 101061-1	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 395	\$ 395
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
13	Forest Creek - Hilton Head 2119 Hilton Head Dr.	Generator - Make: Olympian / Mdl. D150P1 / Serial No. E7027A/001 150kW / Phase 3 / 480V Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 180633	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 160	\$ 480
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 535	\$ 535
			LOAD TEST (AM)	1	YR	\$ 285	\$ 285
			GENERATOR STANDBY RENTAL	1	DAY	\$ 280	\$ 280
14	Forest Creek - Trevino 3820 Trevino Dr.	Generator - Make: Generac / Mdl. 97A0559-S / Serial No. 2037576 60kW / Phase 3 / 480V Transfer Switch - Make: Generac / Mdl. 97A0559-W / Serial No. 41268	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 420	\$ 420
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 152	\$ 152
15	High Service 5200 N. IH 35	Generator - Make: Kohler / Mdl. 1820REOZM / Serial No. 2064745 Transfer Switch - Make: Eaton/Cutler-Hammer / Mdl. SSH28156 / Serial No. 900P025H01 R5 1820kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 280	\$ 840
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 1945	\$ 1945
			LOAD TEST (AM)	1	YR	\$ 1350	\$ 1350
			GENERATOR STANDBY RENTAL	1	DAY	\$ 2880	\$ 2880
16	Lake Georgetown 2040 Cedar Bend (DB Woods & Cedar Breaks Rd.)	Generator - Make: Cummins-Onan / Mdl. 900DFHC-1333 / Serial No. H000135813 900kW / Phase 3 / 2400V Transfer Switch - Make: n/a / Mdl. n/a / Serial No. n/a	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 230	\$ 690
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 1460	\$ 1460
			LOAD TEST (AM)	1	YR	\$ 2600	\$ 2600
			GENERATOR STANDBY RENTAL	1	DAY	\$ 1440	\$ 1440
17	Logistics Warehouse 3300 Gattis School Rd.	Generator - Make: Generac / Mdl. 95A01644-S / Serial No. 2019815 15kW / Phase 1 / 240V Transfer Switch - Make: Generac / Mdl. 95A01644-W / Serial No. 29729	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 135	\$ 405
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 350	\$ 350
			LOAD TEST (AM)	1	YR	\$ 245	\$ 245
			GENERATOR STANDBY RENTAL	1	DAY	56	56
18	McNutt 3839 E. Palm Valley	Generator - Make: Generac / Mdl. 7808900400 / Serial No. 2093492 Transfer Switch - Make: Generac / Mdl. 7808900200 / Serial No. 93827 300kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 180	\$ 540
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 665	\$ 665
			LOAD TEST (AM)	1	YR	\$ 340	\$ 340
			GENERATOR STANDBY RENTAL	1	DAY	\$ 560	\$ 560
19	Police Department 2701 N. Mays St.	Generator - Make: Kohler / Mdl. 500REOZVB / Serial No. 2160408 Transfer Switch - Make: Kohler / Mdl. KCT-AMVA-0800S / Serial No. K2160336 475kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 205	\$ 615
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 695	\$ 695
			LOAD TEST (AM)	1	YR	\$ 530	\$ 530
			GENERATOR STANDBY RENTAL	1	DAY	\$ 720	\$ 720

Exhibit "A"

CITY OF ROUND ROCK, TEXAS

INVITATION FOR BID

Solicitation No. 17-011 Generator Preventative Maintenance and Repair Services

20	Public Works 2008 Enterprise Dr.	Generator - Make: Empire / Mdl. 450DGW-8E / Serial No. 373-304 Transfer Switch - Make: Empire / Mdl. A3C150A / Serial No. 958-194 45kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 370	\$ 370
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
21	Settlers Crossing 1295 Country Rd. 117	Generator - Make: Generac / Mdl. 52674500100 / Serial No. 2003251 80kW / Phase 3 / 480V Transfer Switch - Make: Generac / Mdl. 5267450200 / Serial No. 68263	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 445	\$ 445
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 232	\$ 232
22	Stone Oak 10999 Wyoming Springs	Generator - Make: Olympian / Mdl. D50P3 / Serial No. OLY00000TNPFO1860 50kW / Phase 3 / 480V Transfer Switch - Make: Asco / Mdl. D300370N1C / Serial No. 213237-2 RE	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 395	\$ 395
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
23	Water Treatment Plant 5200 N. IH35	Generator - Make: Olympian / Mdl. D50P3 / Serial No. OLY00000PNPFO1844 50kW / Phase 3 / 480V Transfer Switch - Make: ZENITH x Two (2) Two (2) Models ZTSD5L60EX-5 and ZTSD2L26EX-5 Two (2) Serial Nos 1417984 and 1417983	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 395	\$ 395
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
24	Water Treatment Plant 5200 N. IH35	Generator - Make: Olympian / Mdl. D30P1S / Serial No. D4080A/004 30kW / Phase 1 / 240V Transfer Switch - Make: Asco / Mdl. 000300020104F10C / Serial No. 787830-002 RE	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$ 145	\$ 435
			ANNUAL MAINTENANCE (AM)	1	YR	\$ 395	\$ 395
			LOAD TEST (AM)	1	YR	\$ 260	\$ 260
			GENERATOR STANDBY RENTAL	1	DAY	\$ 140	\$ 140
Estimated Annual Total						\$ 36,442	\$ 44,102

SECTION B

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	LABOR RATE FOR REPAIR SERVICE - REGULAR HOURLY RATE MINIMUM CHARGE (IF ANY) OF <u>0</u> HOURS	20	HR	\$ 75	\$ 1500
2	LABOR RATE FOR REPAIR SERVICE - AFTER HOURS RATE MINIMUM CHARGE (IF ANY) OF <u>0</u> HOURS	5	HR	\$ 112.5	\$ 562.5
3	LABOR RATE FOR EMERGENCY REPAIR SERVICE - REGULAR HOURLY RATE MINIMUM CHARGE (IF ANY) OF <u>0</u> HOURS	20	HR	\$ 75	\$ 1500
4	LABOR RATE FOR EMERGENCY REPAIR SERVICE - AFTER HOURS RATE MINIMUM CHARGE (IF ANY) OF <u>0</u> HOURS	5	HR	\$ 112.5	\$ 562.5
Estimated Annual Total				\$ 375	\$ 4125

SECTION A & B = Grand Total

Estimated Annual Grand Total \$ 48,227
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**SECTION C - Information Only**

ITEM #	DESCRIPTION	% OF MARKUP	UOM		
1	PRICES FOR PARTS SHALL BE ON A COST-PLUS BASIS THE PERCENTAGE (%) OF MARKUP WILL BE 20%. (INVOICES FOR WORK PERFORMED SHALL REQUIRE A COPY OF ITEMIZED PARTS RECEIPT FAILURE TO PROVIDE COST-PLUS PERCENTAGE MARKUP ON AN INVOICE MAY RESULT IN PAYMENT AT COST )		PART		20 %
2	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)	1	TRIP		
				S 0	S 0

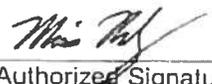


Approved by  5/12/17  
 Yvonne Hopkins, Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Mario Rodriguez  
 Print Name

  
 Authorized Signature

5/12/17  
 Date

Loftin Equipment Company  
 Vendor Name

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED BID. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT B:  
RESPONDENT'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 17-011

**RESPONDENT'S NAME:** Mario Rodriguez **DATE:** 5/26/17

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name HEB  
Name of Contact Russell Lucas  
Title of Contact Facilities Operations Manager  
E-Mail Address lucas.russell@heb.com  
Present Address 15103 Huebner Rd.  
City, State, Zip Code San Antonio, TX 78231  
Telephone Number ( 210 ) 363-4332 Fax Number: ( )
  
2. Company's Name Emerus  
Name of Contact Starla Cupples  
Title of Contact Developmental Coordinator  
E-Mail Address starla.cupples@emerus.com  
Present Address 8686 New Trails Dr.  
City, State, Zip Code The Woodlands, TX 77381  
Telephone Number ( 713 ) 637-1072 Fax Number: ( )
  
3. Company's Name Neighbors Emergency Centers  
Name of Contact Myra Graves  
Title of Contact Operations Manager  
E-Mail Address mgraves@neighborshealth.com  
Present Address 10800 Richmond Ave.  
City, State, Zip Code Houston, TX 77042  
Telephone Number ( 832 ) 721-0132 Fax Number: ( )

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

Exhibit "A"

City of Round Rock  
Generator Preventive Maintenance and Repair Services  
IFB No. 17-011  
Class/Item: 936/39  
April 2017

**ATTACHMENT C:  
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE:** If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

**Addenda Acknowledgment:** The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 4/28/17  
Addendum #: 2 Dated: 5/12/17  
Addendum #: 3 Dated: 5/12/17  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_

Respondent (Company): Loftin Equipment Company

Signature (in ink): 

Name (Typed/printed): Mario Rodriguez

Title: Account Manager Date: 5/26/17



CITY OF ROUND ROCK, TEXAS

INVITATION FOR BID

Solicitation No. 17-011 Generator Preventative Maintenance and Repair Services

IFB No. 17-011

Addendum No. 1

Date of Addendum April 28, 2017

Please note the following changes to this Invitation For Bid:

- This statement has been added to Attachment A, BID SHEET. "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." Also, a row has been added for Estimated Annual Total, as shown below:

Attachment A BID SHEET

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.

ITEM #	LOCATION OF GENERATORS	MAKE & MODEL	SCHEDULE	QTY	UOM	UNIT PRICE	EXTENSION
1	Baca Senior Center 301 E. Bagdad Ave. Bldg 2	Generator - Make Kohler / Mdl 60REOZJB / Serial No 2025920 62kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Kohler / Mdl KVT-AMVA-0104S / Serial No K2025711	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
2	Carnousty 3621 Carnousty Cove	Generator - Make Generac / Mdl 98AO3027-S / Serial No 2042055 100kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Asco / Mdl Series 300 / Serial No 21651	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
3	Central Fire Station 203 Commerce Blvd	Generator - Make Caterpillar / Mdl D80-4 / Serial No CAT00C44CNCE00575 80kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Asco / Mdl Series 300 / Serial No 3650/9-010RE	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
4	City Hall 221 E. Main Street	Generator - Make Olympian / Mdl D200P3 / Serial No OLY00000LNNS02324 200kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Caterpillar / Mdl CTG / Serial No TSA11374	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
5	Fire Station #2 206 West Bagdad Ave	Generator - Make Generac / Mdl 7168650100 / Serial No 2091130 100kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Generac / Mdl 006583 / Serial No 4520356	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
6	Fire Station #3 1991 Ravenna Dr	Generator - Make Caterpillar / Mdl D30-85 / Serial No CAT0000TGBE00493 23.3kW / Phase 1 / 240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make Caterpillar / Mdl ATC / Serial No TAT00640	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$

CITY OF ROUND ROCK, TEXAS  
 INVITATION FOR BID  
 Solicitation No. 17-011 Generator Preventative Maintenance and Repair Services

7	Fire Station #4 1301 Double Creek Dr.	Generator - Make: Genset / Mdl. 60RE02K / Serial No. SGM32GSZD 60kW / Phase 3 / 120/208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVM	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
8	Fire Station #5 350 Deepwood Dr.	Generator - Make: Caterpillar / Mdl. D50-6 / Serial No. CAT00C44KLC400408 45kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 116061-7	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
9	Fire Station #6 2919 Joe DiMaggio Blvd.	Generator - Make: Cummins-Onan / Mdl. DGDA-5691453 / Serial No. 1040894359 80kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Cummins - Onan / Mdl. OTPCB-5690219 / Serial No. H040880179	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
10	Fire Station #7 2811 Oakmont Dr.	Generator - Make: Kohler / Mdl. 80RE0ZJD / Serial No. 2166718 80kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Kohler / Mdl. KSS-DCTA-0400S / Serial No. K2188050	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
11	Fire Station #8 1612 Red Bud Lane	Generator - Make: Genset / Mdl. 60RE02K / Serial No. SGM32GSZC 60kW / Phase 3 / 120/208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Kohler / Mdl. KSS-ACTC-0200S / Serial No. SGM32GKVL	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST - AM	1	YR	\$	\$
12	Forest Creek - Bay Hill 3222 Bay Hill Lane	Generator - Make: Olympian / Mdl. D40P1S / Serial No. E3052A/001 40kW / Phase 1 / 240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 101061-1	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
13	Forest Creek - Hilton Head 2119 Hilton Head Dr.	Generator - Make: Olympian / Mdl. D150P1 / Serial No. E7027A/001 150kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Asco / Mdl. Series 300 / Serial No. 180833	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
14	Forest Creek - Trevino 3820 Trevino Dr.	Generator - Make: Generac / Mdl. 97A05559-S / Serial No. 2037576 60kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Generac / Mdl. 97A05559-W / Serial No. 41268	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
15	High Service 5200 N. IH 35	Generator - Make: Kohler / Mdl. 1820RE0ZM / Serial No. 2054745 1820kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Eaton/Cutler-Hammer / Mdl. SSH28156 / Serial No. 900P025H01 R5	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
16	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	\$	\$
		Transfer Switch - Make: n/a / Mdl. n/a / Serial No. n/a	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$

CITY OF ROUND ROCK, TEXAS  
 INVITATION FOR BID  
 Solicitation No 17-011 Generator Preventative Maintenance and Repair Services

17	Logistics Warehouse 3300 Gattis School Rd	Generator - Make: Generac / Mdl. 95A01644-S / Serial No. 2018815 15kW / Phase 1 / 240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Generac / Mdl. 95A01644-W / Serial No. 28729	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
18	McNutt 3939 E. Palm Valley	Generator - Make: Generac / Mdl. 7808800400 / Serial No. 2083492 300kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Generac / Mdl. 7808800200 / Serial No. 93827	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
19	Police Department 2701 N. Mays St.	Generator - Make: Kohler / Mdl. 500RE0ZVB / Serial No. 2180408 475kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Kohler / Mdl. KCT-AMVA-0800S / Serial No. K2180338	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
20	Public Works 2008 Enterprise Dr.	Generator - Make: Empire / Mdl. 450DGW-8E / Serial No. 373-304 45kW / Phase 3 / 208V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Empire / Mdl. A3C150A / Serial No. 958-194	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
21	Settlers Crossing 1295 Country Rd. 117	Generator - Make: Generac / Mdl. 52674500100 / Serial No. 2003251 80kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Generac / Mdl. 5267450200 / Serial No. 88263	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
22	Stone Oak 10999 Wyoming Springs	Generator - Make: Olympian / Mdl. D50P3 / Serial No. OLY00000TNPFD1880 50kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Asco / Mdl. D300370N1C / Serial No. 213237-2 RE	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
23	Water Treatment Plant 5200 N. IH35	Generator - Make: Olympian / Mdl. D50P3 / Serial No. OLY00000PNPF01844 50kW / Phase 3 / 480V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: ZENITH x Two (2) Two (2) Models: ZTSD5L60EX-5 and ZTSD2L26EX-5 Two (2) Serial Nos. 1417984 and 1417983	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
24	Water Treatment Plant 5200 N. IH35	Generator - Make: Olympian / Mdl. D30P1S / Serial No. D4080A/004 30kW / Phase 1 / 240V	QUARTERLY - Preventive Maintenance (PM)	3	QTR	\$	\$
		Transfer Switch - Make: Asco / Mdl. D00300020104F10C / Serial No. 787830-002 RE	ANNUAL MAINTENANCE (AM)	1	YR	\$	\$
			LOAD TEST (AM)	1	YR	\$	\$
<b>Estimated Annual Total</b>						\$	\$

2. The quantities for the labor rates are changed from Qty 1 to what is shown below and a row has been added for Estimated Annual total. This section is now named Section A, as shown below:

ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	LABOR RATE - REGULAR HOURLY RATE MINIMUM CHARGE (IF ANY) OF ____ HOURS	20	HR	\$	\$
2	LABOR RATE - AFTER HOURS RATE MINIMUM CHARGE (IF ANY) OF ____ HOURS	5	HR	\$	\$
3	EMERGENCY - REGULAR HOURLY RATE MINIMUM CHARGE (IF ANY) OF ____ HOURS	20	HR	\$	\$
4	EMERGENCY - AFTER HOURS RATE MINIMUM CHARGE (IF ANY) OF ____ HOURS	5	HR	\$	\$
<b>Section A</b>				<b>Estimated Annual Total</b>	\$

3. A row has been added for Estimated Annual Total and this section is now named Section B, as shown below:

ITEM #	DESCRIPTION	% OF MARKUP	PART		%
1	PRICES FOR PARTS SHALL BE ON A COST-PLUS BASIS. THE PERCENTAGE (%) OF MARKUP WILL BE ____%. (INVOICES FOR WORK PERFORMED SHALL REQUIRE A COPY OF ITEMIZED PARTS RECEIPT. FAILURE TO PROVIDE COST-PLUS PERCENTAGE MARKUP ON AN INVOICE MAY RESULT IN PAYMENT AT COST.)				
2	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)	1	TRIP	\$	\$
<b>Section B</b>				<b>Estimated Annual Total</b>	\$

4. A section has been added for your Estimated Annual Grand Total, as shown below:

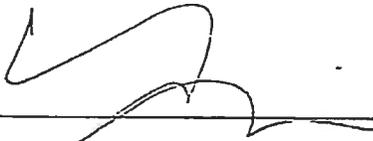
	<b>Estimated Annual Grand Total</b> \$ _____
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5. The remaining scheduled events have been extended by one week, as shown below, to provide additional time to respond to the IFB.

**SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	April 11, 2017
<u>Mandatory</u> Pre-Bid meeting / site visit	April 21, 2017 @ 10:00AM, CST
Deadline for submission of questions	May 5, 2017 @ 5:00PM, CST
City responses to questions or addendums	May 12, 2017 @ 5:00PM, CST
Bid Response Due Date (Due Date)	May 26, 2017 @ 3:00PM, CST

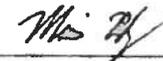


Approved by  4/28/17  
Yvonne Hopkins, Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Mario Rodriguez  
Print Name

  
Authorized Signature

4/28/17  
Date

Loftin Equipment Company  
Vendor Name

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED BID. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**CITY OF ROUND ROCK, TEXAS**

**INVITATION FOR BID**

**Solicitation No. 17-011 Generator Preventative Maintenance and Repair Services**

IFB No. 17-011 Addendum No. 3 Date of Addendum: May 12, 2017

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

**Q1:** Are these generators stand alone or emergency generators?

**A1:** The generators are both stand alone and emergency generators

**Q2:** Will there be a City representative on site during maintenance or repair?

**A2:** Yes, a City representative must be contacted before performing maintenance or repair. You must contact the Point of Contact in Part II, Section 26 "Point of Contact / Designated Representative":

Pete Dominguez

Facilities Manager, General Services

Phone: (512) 341-3144

Email: [pdominguez@roundrocktexas.gov](mailto:pdominguez@roundrocktexas.gov)

**Q3:** Regarding the load bank tests, are there special permits needed and space available to conduct these tests?

**A3:** Special permits will not be needed, as there is ample room to perform the load bank test on the generators.

**Q4:** Can load bank tests be performed at any time?

**A4:** No. Load bank tests can only be performed during normal business hours, unless the generator is down.

**Q5:** Are we to provide pricing on load bank testing for all of the generators, even those not listed specifically in Part II, Section 6.4?

**A5:** Yes, please provide pricing for all generators. All other locations not listed shall be at the discretion and request of the City.

**Q6:** Are we to carry inventory for spare and replacement parts on the generators?

CITY OF ROUND ROCK, TEXAS  
INVITATION FOR BID  
Solicitation No. 17-011 Generator Preventative Maintenance and Repair Service

A6: It shall be the responsibility of the awarded vendor to provide spare and replacement parts for repairs. You may choose to inventory parts or obtain them as needed.

**Q7: Generator maintenance – Does the City have a standard or specifics to follow?**

A7: Maintenance and repairs shall be performed in accordance to the manufacturer's recommended guidelines.

**Q8: Generator rental – How do we provide the information? On the bid form or separately?**

A8: On Addendum No. 2, a fourth row titled "Generator Standby Rental" has been added to each Generator line item for daily rental cost. All rentals shall be approved by an authorized City representative.

**Q9: Generator rental – Do we provide the price with our markup or just the price of the daily standby rate?**

A9: Provide the daily standby rate on Addendum 2, Section A. The Percent (%) markup will be added on Addendum 2, Section C which should show the percent markup rate you intend to charge for generator rental.

**Q10: Question concerning the 900kw listed on page 17, #16...it shows the voltage listed as Phase 3/2400v. Is that 2400v correct?**

A10: Yes, the information shown for the Lake Georgetown generator is correct: 900kW / Phase 3 / 2400V

**Q11: Could I get last year's pricing on the generator PM's?**

A11: An Open Records Request must be submitted.

a) Click the link <http://www.roundrocktexas.gov/departments/administration/city-clerk/>

b) Click the link [Open Records Requests](#)

c) Then click [Submit Open Records Request](#)

d) Complete the required information on the form, then click Submit.

**Q12: Air filters can be expensive and generally do not need to be replaced on an annual basis. Would the City consider revising this statement to: "Inspect air filter, provide quote to replace air filter when necessary." Is the City requesting Air Filters to be changed quarterly or annually?**

A12: Air Filters shall be replaced annually.

**Q13: Could The City reconsider revising this statement to: "Provide quote to replace coolant filter when test results indicate it is necessary."**

A13: Coolant filter shall be replaced every year.

CITY OF ROUND ROCK, TEXAS  
INVITATION FOR BID  
Solicitation No. 17-011 Generator Preventative Maintenance and Repair Service

**Q14:** In reference to page 9, Item 24 Fluid Change. Coolant change if applicable. Could The City reconsider revising this statement to "Provide quote to flush coolant (anti-freeze) system and fill with new coolant when test results indicate it is necessary." How often will the City require coolant checks?

**A14:** Coolant checks must be performed during every annual maintenance check. It is acceptable to replace Coolant when tests show it is needed/required

**Q15:** Will the City supply electricians and cables?

**A15:** No. The awarded vendor will do turnkey jobs to include providing electricians and cables, when

**Q16:** In reference to page 9, Item 22. Transfer Switches, In order to tighten lugs and lubricate any

**A15:** No. The awarded vendor will do turnkey jobs, to include providing electricians and cables, when

**Q16:** In reference to page 9, Item 22. Transfer Switches, In order to tighten lugs and lubricate any

**A15:** No. The awarded vendor will do turnkey jobs, to include providing electricians and cables, when

**Q16:** In reference to page 9, Item 22. Transfer Switches, In order to tighten lugs and lubricate any

**A18:** No

**Q16:** In reference to page 9, Item 22. Transfer Switches, In order to tighten lugs and lubricate any

**A18:** No

**Q16:** In reference to page 9, Item 22. Transfer Switches, In order to tighten lugs and lubricate any

**A18:** No

ACKNOWLEDGED:

A18: No

*Handwritten signature*

ACKNOWLEDGED:

A18: No

*Handwritten signature*

ACKNOWLEDGED:

A18: No

*Handwritten signature*