

Amendment No. 4
to
Contract No. 6400 GA1400000120
for
Energy Xtreme Power Systems OEM Repair Parts & Accessories
between
Stealth Power, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 12, 2017 through September 11, 2018. No options to extend remain.
- 2.0 The total contract amount is increased by \$950,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/12/2014 – 09/11/2015	\$950,000.00	\$950,000.00
Amendment No. 1: Option 1 – Extension 09/12/2015 – 09/11/2016	\$950,000.00	\$1,900,000.00
Amendment No. 2: Vendor Change 09/17/2015	\$0.00	\$1,900,000.00
Amendment No. 3: 3.1: Price Adjustment (-1.02%) 07/06/2016 3.2: Option 2 – Extension 09/12/2016 – 09/11/2017	\$0.00 \$950,000.00	\$2,850,000.00
Amendment No. 4: Extension 09/12/2017 - 09/11/2018	\$950,000.00	\$3,800,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 7/31/17

Printed Name: Devin Scott
Authorized Representative

Stealth Power, LLC
3300 Bee Caves Road, Suite 650-216
Austin, TX 78746

Sign/Date: J. T. Howard
Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. GA140000120
for
Energy Xtreme Power Systems OEM Repair Parts and Accessories
between
Stealth Power, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 12, 2015, the term for the extension option will be September 12, 2016 to September 11, 2017 and there are one remaining option.
- 2.0 The City hereby exercises Section 0400.11.A. price reduction at the rate of one and two hundredths percent (1.02%). Prices will be adjusted as shown in Table 2.0 below:

Line	Commodity	CL Descrip.	Unit	Old Price	New Price
11	2876679	Solenoids	EA	\$495.00	\$489.95
12	8957031	Conn, Welding Cable	FT	\$5.00	\$4.95
13	96224	Delivery/Pickup	EA	\$100.00	\$98.98
14	96224	Code Red Delivery/Pickup	EA	\$250.00	\$247.45
15	2066835	Delivery/Pickup	EA	\$100.00	\$98.98

- 3.0 The total Contract amount is increased by \$950,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/12/2014 – 09/11/2015	\$950,000.00	\$950,000.00
Amendment No. 1: Option 1 09/12/2015 – 09/11/2016	\$950,000.00	\$1,900,000.00
Amendment No. 2: Vendor Change 09/17/2015	\$0.00	\$1,900,000.00
Amendment No. 3: 3.1 Price Adjustment (-1.02%) 07/06/2016	\$0.00	
3.2 Option 2 - Extension 09/12/2016 – 09/11/2017	<u>\$950,000.00</u> \$950,000.00	\$2,850,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature.

Devin Scott
CEO

Stealth Power, LLC
3300 Bee Caves Road, Suite
650-216 Austin, Texas 78746
(512) 306-0088
dscott@stealthpower.net

Signature:

Shawn Willett
Deputy Purchasing Director

City of Austin
Purchasing Office
124 West 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. GA140000120
for
Energy Xtreme Power Systems Parts & Accessories
Between
Energy Xtreme, LLC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Energy Xtreme LLC	Stealth Power, LLC dba Stealth Power
Vendor Code	VC0000102818	V00000931972
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.



Joe Barrios
Acting Contract Compliance Supervisor
City of Austin, Purchasing Office

Date

9/25/19

DEC 20 2013

Corporations Section

**CERTIFICATE OF FORMATION
OF
STEALTH POWER, LLC**

The undersigned, acting as the sole organizer of a limited liability company under the Texas Business Organizations Code (the "Code"), does hereby adopt the following Certificate of Formation for such limited liability company

ARTICLE I

The name of the limited liability company is Stealth Power, LLC

ARTICLE II

The purpose for which the company is organized is for the transaction of any and all lawful business for which a limited liability company may be organized under the Code

ARTICLE III

The address of the company's initial registered office is 98 San Jacinto Blvd , Suite 2000, Austin, Texas 78701, and the name of its initial registered agent is Kelly Latz

ARTICLE IV

The company will have managers The name and address of each initial manager is as follows

<u>Name</u>	<u>Address</u>
Devin Scott	3300 Bee Cave Rd , #650-216 Austin, TX 78746

ARTICLE V

The members shall not have a preemptive right to acquire any membership interest or securities of any class that may at any time be issued, sold or offered for sale by the company

ARTICLE VI

At each election for managers of the company, each member shall have the right to vote, in person or by proxy, the membership interest owned by that member for each of as many persons as there are managers to be elected and cumulative voting by the members in the election of managers is hereby expressly prohibited

ARTICLE VII

To the maximum extent provided by law, each manager of the company shall not be liable to the company or its members for monetary damages for an act or omission in such manager's capacity as a manager, except that this article does not authorize the elimination or limitation of the liability of such manager to the extent he is found liable for

- (1) a breach of his duty of loyalty to the company or its members,
- (2) an act or omission not in good faith that constitutes a breach of duty of the manager to the company or an act or omission that involves intentional misconduct or a knowing violation of the law,
- (3) a transaction from which such manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office, or
- (4) an act or omission for which the liability of such manager is expressly provided by an applicable statute

ARTICLE VIII

Any action required by the Code to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE IX


Except as prohibited by the Code, the managers of the company may take action without holding a meeting, providing notice, or taking a vote if managers of the company, having at least the minimum number of votes that would be necessary at a meeting to take the action that is the subject of the vote, sign a written consent or consents stating and approving the action to be taken.

ARTICLE X

The name and address of the organizer is Kelly Latz, 98 San Jacinto Boulevard, Suite 2000, Austin, Texas 78701

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

DATE December 20, 2013



Kelly Latz

JAN 15 2014

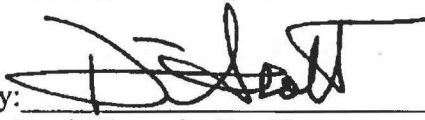
ASSUMED NAME CERTIFICATE

Corporations Section

1. The name of the limited liability company, as stated in its certificate of formation, is Stealth Power, LLC. The file number issued to it by the secretary of state is 801903360.
2. The assumed name under which the business is to be conducted is "Stealth Power".
3. The assumed name will be used for a period of 10 years from the date of filing of this certificate with the secretary of state.
4. The address of the principal office is 3300 Bee Cave Rd., #650-216, Austin, Texas 78746.
5. The business that is conducted in all counties in the State of Texas under such assumed name will be conducted as a Texas limited liability company.

Dated as of the 20th day of December, 2013.

STEALTH POWER, LLC

By: 
Devin Scott, its President

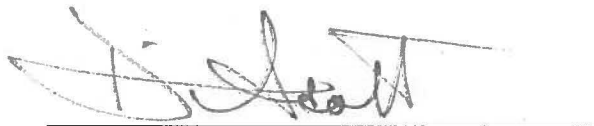
**WRITTEN CONSENT IN LIEU OF THE ANNUAL MEETING OF THE
MANAGERS OF STEALTH POWER, LLC AND FOR RATIFICATION OF
THE PURCHASE OF THE ASSETS OF ENERGY XTREME, LLC**

In lieu of the 2014 Annual Meeting of the Managers of Stealth Power, LLC, a Texas limited liability company ("Company"), the sole Manager of the Company, in accordance with Section 6.201 of the Texas Business Organization Code, and not in contravention of any provision of the Certificate of Formation or Company Agreement of the Company, hereby adopts the following resolutions:

RESOLVED, that the actions, acts and transactions of and by the officers of the Company and their conduct of Company affairs, including the purchase the Assets of Energy Xtreme, LLC, a Texas limited liability company ("Xtreme") on January 1, 2014 shall be, and hereby are, approved, ratified, and confirmed:" and

RESOLVED FURTHER, that the Company may transact and do business as Energy Xtreme until deemed necessary by the Manager of the Company.

The sole Manager, by signing this Consent, waives notice of the time, place and purpose of the Annual Meeting of the Managers and agrees to the transaction of the business of the Annual Meeting by written consent of the Managers in lieu of such meeting.

A handwritten signature in dark ink, appearing to read 'Devin Scott', is written over a horizontal line.

Devin Scott

ASSIGNMENT AGREEMENT

Contract Number(s)/Description:	GA140000120
ASSIGNOR'S NAME:	Energy Xtreme LLC
State of Incorporation:	Texas
City and State of Principal Office:	Austin, Texas
ASSIGNEE'S NAME:	Stealth Power, LLC dba Stealth Power
State of Incorporation:	Texas
City and State of Principal Office:	Austin, Texas
Type of Agreement:	Goods, non-construction
Effective Date of Agreement:	09-12-2014

The Assignor, a company duly organized and existing under the laws of the above State with its principal office in the above location, Assignee, a company duly organized and existing under the laws of the above State with its principal office in the above location; and the City of Austin (the City) enter into this Agreement as of the above stated effective date.

a. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. The City has entered into the above referenced contract with the Assignor. "The contract," as used in this Agreement, means the above contract, including all Amendments, made between the City and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Assignor has any remaining rights, duties, or obligations under this contract).

2. As of the above stated effective date:

a. The Assignor has transferred to the Assignee all the rights of the Assignor under the contract by virtue of a written agreement between the Assignor and the Assignee.

b. The Assignee has acquired all the rights of the Assignor under the contract by virtue of the above transfer.

c. The Assignee has assumed all obligations and liabilities of the Assignor under the contract by virtue of the above transfer.

3. The Assignee is in a position to fully perform all obligations that may exist under the contract.

4. It is consistent with the City's interest to recognize the Assignee as the successor party to the contract.

5. Evidence of the above transfer has been filed with the City.

b. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1. The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contract.

2. The Assignee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Assignee also assumes all obligations and liabilities of, and all claims against the Assignor under the contract as if the Assignee was the original party to the contract.

3. The Assignee ratifies all previous actions taken by the Assignor with respect to the contract, with the same force and effect as if the action had been taken by the Assignee.

4. The City recognizes the Assignee as the Assignor's successor in interest in and to the contract. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the contract as if the Assignee was the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Assignee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.

6. All payments and reimbursements previously made by the City to the Assignor, and all other previous actions taken by the City under the contract, shall be considered to have discharged those parts of the City's obligations under the contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Assignee shall have the same force and effect.

7. The Assignor and the Assignee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.

8. The contract shall remain in full force and effect, except as modified by this Agreement. The parties have caused this Agreement to be executed by their duly authorized person as of the day and year first above written.

BY (Printed Name):

Devin Scott

(Signature):



Title:

CEO, Energy Xtreme, LLC

Assignor

BY (Printed Name):

Devin Scott

(Signature):



Title:

CEO, Stealth Power, LLC

Assignee

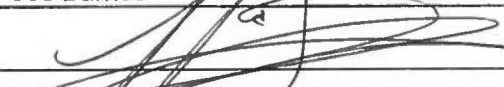
Federal Tax ID #

46-4430320

BY (Printed Name):

Joe Barrios

(Signature):



Title:

Acting Contract Compliance Supervisor
City of Austin



Amendment No. 1
to
Contract No. GA140000120
for
Energy Xtreme Power Systems OEM Repair Parts and Accessories
between
Energy Xtreme
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 12, 2015, the term for the extension option will be September 12, 2015 to September 11, 2016 and there are two remaining options.
- 2.0 The total Contract amount is increased by \$950,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/12/14 – 09/11/15	\$950,000.00	\$950,000.00
Amendment No. 1: Option 1 09/12/15 – 09/11/16	\$950,000.00	\$1,900,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Devin Scott, CEO

Energy Xtreme
3300 Bee Caves Road
Ste. 650-216
Austin, Texas 78746

Signature:  9-17-15

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 2nd, 2014

Energy Xtreme, LLC
Devin Scott
2215 Westlake Blvd, 2nd floor
Austin, TX, 76864

Mr. Scott:

The Austin City Council approved the execution of a contract with your company for Energy Annual Agreement for Energy Xtreme Power Systems OEM Repair Parts & and Services in accordance with the referenced solicitation.

Responsible Department:	Wireless Office
Department Contact Person:	Arletha Guerrero
Department Contact Email Address:	Arletha.Guerrero@austintexas.gov
Department Contact Telephone:	(512) 927-3262
Project Name:	Annual Agreement for Energy Xtreme Power Systems OEM Repair Parts and Accessories
Contractor Name:	Energy Xtreme, LLC
Contract Number:	GA1400000120
Contract Period:	September 12, 2014, through September 11, 2015
Dollar Amount:	Not-to-exceed \$950,000 annually
Extension Options:	Three 12-month options
Requisition Number:	RQM-14030500244
Solicitation Number:	DCK0098
Agenda Item Number:	62
Council Approval Date:	August 28, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris
Senior Buyer Specialist
Purchasing Office
Financial Services Department

cc: Arletha Guerrero, Business System Analyst

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND**

**Energy Xtreme, LLC. (“Contractor”)
for**

**Energy Xtreme Power Systems OEM Repair Parts and Services
GA1400000120**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Energy Xtreme, LLC. having offices at 2215 Westlake Blvd, 2nd floor Austin, Texas 76864 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“September 12, 2014”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number DKC0098.

This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation For Bid (IFB), DCK0098 including all documents incorporated by reference
- 1.1.3 Energy Xtreme, LLC. Offer, dated June 19, 2014 including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to three 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Delivery.** The Contractor shall deliver Energy Xtreme Power Systems OEM Repair Parts & Services specified in the Solicitation after the order is placed in writing. All orders must be shipped complete unless arrangements for partial shipments are made in advance. The contractor shall provide, with each delivery, a shipping or delivery ticket showing the description of each item, quantity and unit price.

1.5 **Compensation.** The Contractor shall be paid a total not to exceed amount of \$950,000 annually for the initial Contract term, and up to \$950,000 for each extension option as indicated in the Supplemental Purchase Provisions Section 0400. Payment shall be made as indicated in the Solicitation after acceptance of the goods and/or services.

1.6 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Jonathan Harris

Printed Name of Authorized Person

[Signature]

Signature

Senior Buyer Specialist

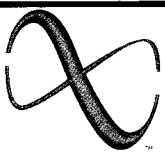
Title:

9.16.14

Date:

Original Response

Solicitation No. IFB DKC0098



2215 Westlake Blvd, 2nd Floor
Austin, TX 76864
1-877-800-7676
www.energyxtreme.net



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: DKC0098
ADDENDUM NO. 1
DATE OF ADDENDUM: June 17, 2014

This addendum is to incorporate the following changes to the solicitation:

1) **The Bid Opening Date and time are hereby changed to:**

Bid Due prior to 2:00 PM on June 24, 2014

Bid Opening Time and Date : 2:15 PM on June 24, 2014

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Jonathan Harris
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

Energy Xtreme, LLC  06/19/2014
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)

SOLICITATION NO: DKC0098

DATE ISSUED: May 26, 2014

REQUISITION NO.: RQM 6400-14030500244

COMMODITY CODE: 20668/95944

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Jonathan Harris

Senior Buyer

Phone: (512) 974-1771

E-Mail: jonathan.harris@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Energy Extreme Power
Systems OEM Repair Parts & Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on June 17, 2014

BID OPENING TIME AND DATE: 2:15 PM on June 17, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

Solicitation No. IFB DKC0098

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Energy Xtreme, LLC

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Devin Scott

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 6/19/14

Email Address: dscott@energyxtreme.net

Phone Number : 512 617 7902

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB DKC0098**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5 business days prior to the bid opening date via email to:jonathan.harris@austintexas.gov or fax to 512-974-1822.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **Contract Award**

This contract will be awarded in an annual amount not to exceed \$950,000.00. The work under this contract will be on an as needed basis as requested by the City, and there is no minimum guarantee of work.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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6. DELIVERY REQUIREMENTS:

Location:

Days: Monday-Friday (7:30AM –
5PM)

Wireless Communication Services Division

1006 Smith Road – North

Austin, Texas 78701

- A. Delivery is to be made as agreed within the contract after the order is placed in writing. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Wireless Communications Services Division
Attn:	Mark Boyd
Address	1006 Smith Road – North
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

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9. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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11. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index (es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: PPI	
Series ID: 3359113359117	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Southwest	
Description of Series ID: Storage Battery Manufacturing, parts for all storage batteries	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-4	

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E. **Calculation**: Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

12. **WORK HOURS**

The City will not pay off-shift rates for repairs performed. Off-shift hours are any hours other than Monday through Friday from 7:30 A.M. through 5:00 P.M. local time.

13. **MILEAGE**

Mileage is not reimbursable, and shall not be billed. However, the Contractor may charge one flat fee as indicated on the Bid Sheet for pickup and delivery of units being repaired on Contractor's premises.

14. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Arlatha Guerrero

Wireless Communications Services Division

Arlatha.guerrero@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, and AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1. PURPOSE

- 1.1 This solicitation is to establish a Contract with a single Authorized Representative able to provide Energy Xtreme Original Equipment Manufacturer ("OEM") parts, installation and repair services for City of Austin ("City") vehicles and equipment. While this contract is intended to provide non-warranty repair services, the resultant Contractor must be authorized by the manufacturer to provide warranty repair services.

2. CONTRACTOR QUALIFICATIONS

- 2.1. The Contractor must be a manufacturer's authorized representative for parts and must have an operational repair facility regularly engaged in the business of providing Energy Xtreme OEM parts and repair services for a minimum of three (3) consecutive years within the last five (5) years.
- 2.2. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 2.3. The Contractor must be a manufacturer authorized warranty repair facility equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for Energy Xtreme Independence Package Power Systems. In order to minimize downtime of City units, said facility shall be located within 30 miles of the Texas State Capitol.
- 2.4. The Contractor must have a facility with adequate warehouse space and equipped with supplies and equipment necessary to satisfy the requirements of the contract.
- 2.5. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City units and equipment at the Contractor's location.
- 2.6. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on Energy Xtreme Independence Package Power Systems. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of two (2) years hands-on experience within the last five (5) years working on Energy Xtreme Independence Package Power Systems. Training certificates and/or documentation shall be provided to the City, upon request, prior to the contract award.

3. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES

- 3.1. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services according to the manufacturer's recommended repair techniques and standards.
- 3.2. The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed repairs within the timeframe stipulated in this Statement of Work.
- 3.3. The Contractor shall perform all repair services on the Contractor's premises.
- 3.4. The Contractor shall perform all installation services at the Wireless Communication Services Division premises.

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- 3.5. The Contractor shall transport (pick up and/or return) all City Independence Series power units to and/or from the Contractor's place of business where the repair services will be completed. Unit(s) in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the repair(s). On occasion, the city may transport units to and/or from the Contractor's place of business for repair services.
- 3.6. The City will not provide transportation for non-drivable units to the Contractor's premises. The Contractor shall respond to the site of the unit needing the equipment removal or repair(s) within one (1) working day to complete the equipment removal or repair(s).
- 3.7. The Contractor shall diagnose the unit for repairs and provide a written cost estimate to the Wireless Communication Services Division Manager or designee within two (2) working days after taking possession of the unit. The written cost estimate shall include:
- The cause of failure
 - The correction or repair needed
 - Estimated labor hours and cost
 - Description and cost of parts
 - Total cost to complete repair services
 - Total amount of time needed to complete repairs
 - Unit identification (either asset tag, or serial number)
- 3.8. The Wireless Communication Services Division Manager or designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 3.9. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted in advance to the Wireless Communication Services Division Manager or designee for written (e.g. email) approval for the hidden damage repairs.
- 3.10. The Contractor shall complete the repairs within the timeframe indicated in the estimate, after receipt of the Wireless Communication Services Division Manager or designee written approval to proceed with the repairs. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Wireless Communication Services Division Manager or designee must approve the Contractor's request for extension in writing (e.g. email).
- 3.11. Upon receipt of the repaired unit, the Wireless Communication Services Division Manager or designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the repairs shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor will arrange for pickup of the unit within one (1) business day of notification. Contractor shall complete corrective work within one (1) business day unless the Wireless Communication Services Division Manager or designee in writing (e.g. email) approves additional time.
- 3.12. The Contractor shall anticipate that repairs made will be tested and/or inspected by the City during the term of the Contract. Wireless Communication Services Division reserves the right to conduct

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any tests or inspections deemed necessary to ensure services or parts conform to the vehicle or equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.

- 3.13. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 3.14. The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Wireless Communication Services Division Manager or designee.
- 3.15. The Contractor shall provide an itemized invoice to the Wireless Communication Services Division Manager or designee, upon completion of each repair. The invoice shall include the following information.

Date repairs were authorized
List of repairs made
Date repairs were completed
Itemized list of parts and other products used for the repairs
Number of labor hours associated with the repairs
Repaired unit identification (either asset tag, or serial number)

- 3.16. The Contractor shall provide the parts removed during repair of the unit, for verification purposes upon request by the Wireless Communication Services Division Manager or designee.
- 3.17. The Contractor shall properly recycle and/or dispose of used and/or depleted power cells or batteries. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Wireless Communication Services Division, upon request, a copy of a standard transportation manifest showing that all used power cells or batteries were properly recycled and/or disposed.
- 3.18. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 3.19. The Contractor shall submit copies of all documentation related to hazardous waste to both the Wireless Communication Services Division Manager and the City's Occupational Health & Safety Specialist.
- 3.20. The Contractor shall provide a 90-day labor warranty for all repair services. A copy of the labor warranty shall be provided to the Wireless Communication Services Division Manager or their respective designee with each delivery.
- 3.21. The Contractor shall warrant that all repair parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. The warranty period shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice for repair services. This warranty shall provide for replacement parts and shall include pick up and return of the unit, removal of the defective part and installation of the replacement part at no additional cost. A copy of the manufacturer's parts warranty shall be provided to the Wireless Communication Services Division Manager or their respective designee within five (5) calendar days of request by the City

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- 3.22. The Contractor shall provide, upon request, a monthly and/or yearly total of all repairs performed for Wireless Communication Services Division. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize repairs by date, Service Center that placed the order, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and repaired unit identification (either asset tag, or serial number).

4. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 4.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time and to complete needed repairs within the timeframe stipulated in this Statement of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City after Contract award. All parts will be ordered on an as-needed basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or repair facility.
- 4.2. Within five (5) business days of Contract award, the Contractor shall submit to the Wireless Communication Services Division Manager specified in Section 0400 two (2) Flash Drives or electronic copies of the price list(s) upon which the markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.
- 4.3. The Contractor shall provide new parts for repairs and installations. Parts must meet all applicable federal, state and local requirements for quality and safety. If Wireless Communication Services Division requests them in writing, (e.g. email), remanufactured or rebuilt parts may be used.
- 4.4. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Wireless Communication Services Division Manager or designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 4.5. The Contractor shall warrant that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 4.6. The Contractor shall provide a copy of the manufacturer's parts warranty to the Wireless Communication Services Division Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repair services.
- 4.7. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 4.8. The Contractor shall notify the Contract Manager and the Wireless Communication Services Division Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 4.9. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from Wireless Communication Services Division will contact the Contractor by e-mail

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or online to place an order for parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.

- 4.10. The Contractor shall confirm the quantity to be shipped to the ordering Wireless Communication Services Division representative by e-mail or online within four (4) hours after the order is placed.
- 4.11. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- 4.12. The Contractor shall deliver Stock Parts to the ordering Wireless Communication Services Division as follows:
 - 4.12.1 Parts ordered before 12:00 PM shall be shipped the same day.
 - 4.12.2 Parts ordered after 12:00 PM shall be shipped the next working day.
 - 4.12.3 The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the City places the order.
- 4.13. The Contractor shall deliver Non-Stock Parts to the ordering Wireless Communication Services Division within three (3) working days after the order is placed. All special orders will be honored under the Contract pricing, without any additional markups.
- 4.14. The Contractor shall deliver Back-ordered (or out-of-stock) Parts to the Wireless Communication Services Division within five (5) working days after the order is placed. The Contractor shall advise the ordering Wireless Communication Services Division representative by telephone of when the part(s) will be available. Notification will be within four (4) hours after the order is placed. If the Contractor cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price.
- 4.15. The Contractor shall deliver "Code Red" orders **by 5 PM the next business day after the order is sent**. A delivery fee may be assessed for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. "Code Red" must be noted on the invoice when authorized by the City.
- 4.16. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by Wireless Communication Services Division. The City prefers that the report be in an electronic format that may be sorted, or other City-approved format. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.
- 4.17. The Contractor shall provide, as a courtesy, an electronic parts manual and any manufacturer's diagnostic software to be used on standalone laptop computers located in Wireless Communication Services Division. If online diagnostic materials are available by subscription, the Contractor shall provide the subscription to Wireless Communication Services Division as a courtesy.

6. DEFINITIONS

- 6.1 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.

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- 6.2 Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 6.3 Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 6.4 WCSD or Radio Shop is the term used to designate the primary City facility where vehicles and equipment are to be installed, repaired or serviced.
- 6.5 Repair means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating condition or state.
- 6.6 Installation means to install or remove the Energy Xtreme equipment to or from a vehicle.

7. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 7.1 The Contractor shall provide a qualified factory-authorized service representative to provide technical training for Wireless Communication Services Division installers and technicians.
- 7.2 The training shall consist of a combination of classroom discussion and/or audio-visual aids and/or other training modules.
- 7.3 The training shall also include safety instructions, operation, and maintenance requirements, any special adjustments and minor repair procedures. Wireless Communication Services Division installers, technicians, supervisors, and parts room personnel shall also receive procedures for ordering parts, along with repair manual and parts book orientation.
- 7.4 The training shall be up to 8-hours a day, or longer if the Contractor deems necessary.
- 7.5 The date of the training shall be coordinated between the Contractor and a Wireless Communication Services Division Manager or designee.
- 7.6 Equipment training will be held at the Wireless Communication Services Division facility at 1006 Smith Road and the classroom training will be held at a designated location arranged by a Wireless Communication Services Division Manager or designee.

**CITY OF AUSTIN
WIRELESS COMMUNICATION SERVICES DEPARTMENT
BID SHEET**

OEM PARTS, REPAIR SERVICES FOR ENERGY XTREME POWER SYSTEMS & ACCESSORIES ANNUAL PRICE AGREEMENT

IFB No: DKC0098

DATE: June 17, 2014

BUYER: Jonathan Harris

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Listed is a sampling of the most commonly ordered items by Manufacturer. This list does not include all the equipment items that the City may require. A price list and discount or markup from Manufacturer's Suggested Retail Price (MSRP) must be quoted for the entire catalog.

ITEM NO.	City Item No.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	IP1 Power Unit	Law Enforcement Independence Package IP1 Series Mobile Power Unit. Powercell capacity of 1,000 Watt Hours, with starting current of 1,250 amps. Output voltage of 12 volts DC. Includes cables, relays and accessories for full vehicle installation. No installation labor included.	25	EA	\$3,295.00	\$82,375.00
2	IP2 Power Unit	Law Enforcement Independence Package IP2 Series Mobile Power Unit. Powercell capacity of 2,000 Watt Hours, with starting current of 2,500 amps. Output voltage of 12 volts DC. Includes cables, relays and accessories for full vehicle installation. No installation labor included.	40	EA	\$4,295.00	\$171,800.00
3	Service Vehicle Independence Package Power Unit	Service Vehicle Independence Package Series Mobile Power Unit. Powercell capacity of 6,000 Watt Hours, with starting current of 2,500 amps. Output voltage of 12 volts DC with 120 VAC inverter. Includes cables, relays and accessories for full vehicle installation. No installation labor included.	5	EA	\$13,995.00	\$69,975.00
4	EMS8 Power Unit	EMS Independence Package EMS8 Series Mobile Power Unit. Powercell capacity of 8,000 Watt Hours, with starting current of 2,500 amps. Output voltage of 12 volts DC. Includes cables, relays and accessories for full vehicle installation. No installation labor included.	10	EA	\$15,995.00	\$159,950.00
5	IP1 Power Unit Flat Rate Repair	Flat rate repair of the Law Enforcement Independence Package IP1 Series Mobile Power Unit. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	10	EA	\$1,195.00	\$11,950.00
6	IP2 Power Unit Flat Rate Repair	Flat rate repair of the Law Enforcement Independence Package IP2 Series Mobile Power Unit. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	150	EA	\$1,895.00	\$284,250.00
7	Service Vehicle Independence Package Power Unit Flat Rate Repair	Flat rate repair of the Service Vehicle Independence Package Power Unit. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	10	EA	\$5,695.00	\$56,950.00
8	EMS8 Power Unit Flat Rate Repair	Flat rate repair of the EMS Independence Package EMS8 Series Mobile Power Unit. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	5	EA	\$7,580.00	\$37,900.00
9	IP1 Power Unit sedan vehicle installation	Flat rate labor cost for a Law Enforcement Independence Package IP1 Series Mobile Power Unit installation in a sedan style vehicle.	5	EA	\$495.00	\$2,475.00
10	IP1 Power Unit SUV vehicle installation	Flat rate labor cost for a Law Enforcement Independence Package IP1 Series Mobile Power Unit installation in a SUV style vehicle.	20	EA	\$495.00	\$9,900.00
11	IP2 Power Unit sedan vehicle installation	Flat rate labor cost for a Law Enforcement Independence Package IP2 Series Mobile Power Unit installation in a sedan style vehicle.	5	EA	\$495.00	\$2,475.00
12	IP2 Power Unit SUV vehicle installation	Flat rate labor cost for a Law Enforcement Independence Package IP2 Series Mobile Power Unit installation in a SUV style vehicle.	35	EA	\$495.00	\$17,325.00
13	Service Vehicle Independence Package Power Unit service vehicle installation	Flat rate labor cost for a Service Vehicle Independence Package Series Mobile Power Unit installation in a service vehicle.	5	EA	\$995.00	\$4,975.00
14	EMS8 Power Unit ambulance vehicle installation	Flat rate labor cost for a EMS Independence Package EMS8 Series Mobile Power Unit installation in a ambulance style vehicle.	10	EA	\$1,495.00	\$14,950.00
15	3104	Integrated solenoid and control module or Buyer Approved Equivalent.	25	EA	\$495.00	\$12,375.00
16	2/0 62mm Wire	2/0 62mm CCI Royal/Excelene Welding Cable or Buyer Approved Equivalent.	750	FT	\$5.00	\$3,750.00

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Energy Xtreme, LLC					
Physical Address	2215 Westlake Drive (2nd Floor), Austin, TX 78746					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Energy Xtreme, LLC

1. Company's Name US Ambulance
Name and Title of Contact Antonio Cokovski, Director of Engineering
Present Address 2737 N Forsyth Road
City, State, Zip Code Winter Park, FL 32792
Telephone Number (407) 677-7777 Fax Number (407) 679-1337
Email Address antonio.cokovski@us-ambulance.com

2. Company's Name United States Air Force CBRN-CST
Name and Title of Contact Maj. Mike Torres, Asst-CGN
Present Address 307 W Nan Matre Ave.
City, State, Zip Code Eglin AFB, FL 32542
Telephone Number (915) 497-8047 Fax Number (850) 882-2639
Email Address mtorres@eglin.af.mil

3. Company's Name Integration Innovation, Inc.
Name and Title of Contact Bill Durham, Director
Present Address 7330 San Pedro Ave., Ste. 600
City, State, Zip Code San Antonio, TX 78216
Telephone Number (254) 630-7075 Fax Number (256) 971-2951
Email Address bill.durham@i3-corps.com

4. Company's Name City of Raleigh Police Department
Name and Title of Contact Vaughn Lowman, Technical Services Manager
Present Address 1221 Front St.
City, State, Zip Code Raleigh, NC 27609
Telephone Number (919) 996-1489 Fax Number (919) 890-3335
Email Address vaughn.lowman@raleighnc.gov

5. Company's Name City of Kansas City Missouri - Waste Water Maintenance
Name and Title of Contact Jeffrey Pierce, Sr. Engineering Technician
Present Address 1800 Prospect Ave.
City, State, Zip Code Kansas City, MO
Telephone Number (816) 513-4819 Fax Number (816) 513-1174
Email Address jeffrey.pierce@kcmo.org

Section 0835: Non-Resident Bidder Provisions

Company Name Energy Xtreme, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Yes / Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A