

**CITY OF SWEENEY  
REQUEST FOR BIDS  
FOR  
PURCHASE OF ONE (1) EMERGENCY STAND-BY GENERATOR**

**BID NO.** 2023-07-01

**BID OPENING DATE:** Friday, 08/25/2023 at 2:00 PM

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Sweeny to contract for the following: **PURCHASE ONE (1) NEW EMERGENCY STAND-BY GENERATOR.**

**SPECIFICATIONS FOR THE PURCHASE OF ONE (1) NATURAL GAS-POWERED ENGINE, 80KW GENERATOR INSTALLED AT THE DESIGNATED LOCATION**

Please read your specifications thoroughly and be sure that the generator offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted, and you are the successful bidder, it will be required that the generator is furnished as specified. You may add additional pages as needed.

**COMMUNITY CENTER / EMERGENCY OPERATIONS CENTER (EOC) GENERATOR**

**MINIMUM REQUIREMENTS**

**TO BE FILLED OUT BY BIDDER**

**Stand-by Generator 80KW**

\$ 34,000.00

- UL 2200/UL Certified
- Standby rated, 120/240V, 3 phase, 4 wire, 60 hz
- Electronic Isochronous Governor
- 50 degrees Celsius / 122 degrees united mounted radiator
- Controller with integral thermal overload protection, remote E-stop switch 2 input / 5 output programmable module for remote indication.
- Standard Limited Warranty
- Installation warranty for labor
- Corrosion-proof sound enclosure
- Runs on Natural Gas or Propane
- Delivery to generator site location, offload and placement
- Startup, onsite testing, owner training, warranty initiation and installation at designated location
- Battery and battery installation

**(1) Automatic Transfer Switch- 800 Amps**

\$ 8,399.00

- Three pole, 240V, three phase
- Standard limited warranty
- Corrosion resistance enclosure
- Installation including mounting

**Generator and Auto Transfer Switch Installation**

\$126,070.00

- Poured concrete pad along back wall (south) of the Community Center and to the west of the of the ground A/C units. Pad approximately 60" x 140" x 8"  
Electrical installation – labor and materials to include:
  1. Rework existing electrical service to allow for auto transfer switch installation.
  2. New main disconnect for utility service to be installed.
  3. Complete connections from ATS to generator
  4. All copper wiring.
- Plumbing: Running & connecting lines to generator.
- Construct 6' privacy fence with access gate around pad site.
- Initial fill of diesel tank
- Deliver equipment to site and set / secure generator in place.
- Coordinate installation with Texas – New Mexico Power (TNMP) and ATS approval.
- Startup and testing with site load.
- Training for city staff members for operation and basic maintenance.
- Warranty for labor and materials for at least 1 year.

WARRANTY: Please Specify

1 year from Start-up

WARRANTY SERVICE PROVIDER: Provide Physical Address and Contact Phone Number

Loftin Equipment - 16113 Brittmore Rd, Houston, TX 77041 - 281.310.685

One (1) Operators and Maintenance/Parts Paper Manual and  
One (1) Operators and Maintenance/Parts Digital Copy shall be included.

BID ALTERNATE (1) : Annual Routine Maintenance Contract – 5 Years:

Please Specify Terms: \$ 9,500.00

BID ALTERNATE (2): Remote Monitoring:

Please Specify Terms: \$ 9,300.00

**NO LOGOS OR ADVERTISEMENT OF ANY KIND ON ANY PART OF EQUIPMENT EXCEPT MANUFACTURER.**

DATE

8/21/23

SIGNATURE

*Warren Fields*

TYPE/PRINT NAME

Warren Fields

TITLE

Vice President

LEGAL COMPANY NAME

Texan Municipal and Industrial, a division of Texan Electric Co, Inc



## CONFLICT OF INTEREST

### DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Sweeny, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Sweeny should examine the following:

- Are any employees or board members of the organization,
  - a City of Sweeny employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- Are any immediate family members or business associates of my employees or board member's,
  - a City of Sweeny employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Sweeny:

- 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- Texas Local Government Code Chapter 171.004
- City of Sweeny Policies & Procurement Manual

**Certification:**

I, the undersigned, certify and report that to the best of my knowledge,

I have no conflict of interest to disclose.

I have the following conflict of interest to disclose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 8/21/23

Company/Vendor Name  
Texan Municipal and Industrial, a division of Texan Electric Co, Inc

Printed Name and Title:  
Warren Fields, Vice President

Authorized Signatory:  


HOUSE BILL 89 VERIFICATION

I, Warren Fields, the undersigned representative of Texan Municipal and Industrial, a division of Texan Electric Co, Inc., (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

1) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_

SIGNATURE OF COMPANY REPRESENTATIVE:



TYPE/PRINT NAME AND TITLE:

Warren Fields, Vice President

DATE:

8/21/23

**SENATE BILL 13 VERIFICATION**

I, Warren Fields, the undersigned representative of  
Texan Municipal and Industrial, a division of Texan Electric Co, Inc.  
Texan Municipal and Industrial, a division of Texan Electric Co, Inc. (Company or Business name) (hereafter referred  
to as company) being an adult over the age of eighteen (18) years of age, verify that the company  
named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

*Pursuant to Section 2274.001, Texas Government Code:*

- 1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
  - 2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
- 



SIGNATURE OF COMPANY REPRESENTATIVE:

Warren Fields, Vice President

TYPE/PRINT NAME AND TITLE:

8/21/23

DATE:

## SENATE BILL 19 VERIFICATION

I, Warren Fields, the undersigned representative of Texan Municipal and Industrial, a division of Texan Electric Co, Inc. (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
  - a) means, with respect to the entity or association, to:
    - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b) does not include:
    - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
    - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.



5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

1) A firearm means:

- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- b) a sport shooting range as defined by Section 250.001, Local Government Code.

2) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- b) has two or more firearm entities as members; and
- c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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SIGNATURE OF COMPANY REPRESENTATIVE:

Warren Fields, Vice President

TYPE/PRINT NAME AND TITLE:

8/21/23

DATE

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Texan Electric Co. Inc.  
 Houston, TX United States

**Certificate Number:**  
 2023-1062236

**Date Filed:**  
 08/21/2023

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

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 RFP-2023-07-01  
 Emergency Stand-By Generator Purchases: RFP-2023-07-01

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Roma Martinez, and my date of birth is 01/01/2000

My address is 430 Hwy 6 S. Houston TX 77079 U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 21 day of August, 2023.  
(month) (year)

Roma Martinez  
 Signature of authorized agent of contracting business entity  
(Declarant)

**Texan Municipal and Industrial**  
**(a division of Texan Electric Co., Inc.)**  
430 Hwy 6 South, Ste 210  
Houston, TX 77079  
Tax ID# 1-76-0032688-2  
Dunn# 10-353-0085

Mailing Address  
P.O. Box 266388  
Houston, TX 77207-6388  
Fax: 713-645-6566

**Texan Municipal and Industrial**  
(a division of Texan Electric Company, Inc. a 41-year-old Electrical Contractor company incorporated in 1982).

President/ Founder  
Carolyn Hodges  
1710 Hunters Bend  
Friendswood, TX 77546

Operations Manager  
Ruben Torres  
12418 Maverick Ct.  
Willis, TX 77378  
Phone 832-202-3314

Vice President, General Counsel  
Warren Fields  
6407 Deer Meadow Lane  
Katy, TX 77493  
Phone 832-859-4116

**Texan Electric Co., Inc.**  
Physical Address  
7011 Dixie Drive  
Houston, TX 77087  
Fax: 713-645-6566

Mailing Address  
P.O. Box 266388  
Houston, TX 77207-6388

President/ Co-Founder  
Carolyn Hodges  
1710 Hunters Bend  
Friendswood, TX 77546

Vice President - Operations  
Chad Hodges  
2231 Pilgrims Point  
Friendswood, TX 77546  
Phone:281-908-7656

Vice President – Finance, General Counsel  
Warren Fields  
6407 Deer Meadow Lane  
Katy, TX 77493  
Phone 832-859-4116

Banking Information  
Frost National Bank  
1234 Clear Lake City Blvd.  
Houston, TX 77062  
Officer- Ogadi Fields  
Houston, TX 77062  
Phone: 713-388-1366  
27 Year Banking Relationship

Bonding Company  
Liberty Mutual  
agent – Mithcell Fitzhenry  
c/o AJ Etheridge  
430 Hwy 6 South, Ste 150  
Houston, TX 77079  
Phone: 713-464-4888

Respectfully submitted,

**Texan Municipal and Industrial, a division of Texan Electric Co., Inc.**

By   
Carolyn Hodges, President

Texan Electric Co., Inc. License No.: 17124.  
Regulated by the Texas Department of Licensing & Regulation,  
P.O. Box 12157, Austin, Texas 78711. 1-800-803-9202, 512-463-6599

Website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> A.J. Etheredge Company 430 Highway 6 South, Suite 150 Houston TX 77079-		<b>CONTACT NAME:</b> Judy Rodriguez <b>PHONE (AC, Ho, Cell):</b> (713) 464-4888 <b>FAX (AC, Hk):</b> (281) 584-0094 <b>EMAIL ADDRESS:</b> judy@ajetheredge.com <b>PRODUCER CUSTOMER ID:</b> TEXAN ELECTRIC CO INC	
<b>INSURED</b> TEXAN MUNICIPAL AND INDUSTRIAL, A DIVISION OF TEXAN ELECTRIC CO, INC. P O BOX 266388 HOUSTON TX 77207-6388		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : West American Insurance Company INSURER B : Ohio Security Insurance Company INSURER C : The Ohio Casualty Insurance Co. INSURER D : American Fire and Casualty Co. INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SOOR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Aggregate GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	BKS 62509506	12/28/2022	12/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 NOWND \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAS 62509506	12/28/2022	12/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000	Y	Y	USO 62509506 Follow Form Policy	12/28/2022	12/28/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	XWS 62509506	12/28/2022	12/28/2023	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT			BKW 57034231	12/28/2022	12/28/2023	LEASED/RENTED 100,000
B	Cyber Liability			BKS 62509506	12/28/2022	12/28/2023	Blanket Building Property 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> (979) 548-3321 ( ) - City of Sweeny 102 Ashley-Wilson Rd. Sweeny Tx 77480-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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