



Cy-Fair Fire Department

10710 Telge Road, Houston, Texas, 77095 Tel: 281-550-6663 Fax: 281-550-7288

INVITATION NO 26-27-01

RETURN NO LATER THAN 11:00 A.M. JANUARY 20, 2026

REQUEST FOR PROPOSAL FOR:
REPLACEMENT GENERATOR PROJECT – STATION 12
(SEE ATTACHED SPECIFICATIONS)

VENDOR NOTE!!

Carefully read all instructions, requirements, and specifications. Fill out all forms correctly and completely. Submit your proposal in duplicate, including all appropriate supplements and samples.

Proposals and changes to it shall be enclosed in sealed envelopes and mailed to the address below. The name and address of the Vendor, the date and hour of the proposal opening, and the material or service proposal shall be placed on the outside of the envelope, plus the following statement: **“SEALED PROPOSAL. DO NOT OPEN IN MAIL.”**

RETURN PROPOSALS TO:

**CY-FAIR FIRE DEPARTMENT
ATTN: FINANCE DIRECTOR
10710 TELGE ROAD
HOUSTON, TX. 77095**

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1. PURPOSE

- 1.1. Harris County ESD #9 dba Cy-Fair Fire Department, herein referred to as CFFD, is soliciting proposals for a turnkey generator replacement project at Station 12. The project includes the removal and replacement of the existing standby generator system, associated transfer equipment, testing, commissioning, training, and all labor and materials necessary for a fully operational, code-compliant installation.
- 1.2. All work shall be performed in accordance with professional industry standards, applicable federal, state, and local codes, and engineered specifications, and to the satisfaction and approval of CFFD and its designated engineering firm.
- 1.3. Project Location
Cy-Fair Fire Department – Station 12
19780 Kieth Harrow Blvd
Katy, Texas 77449
- 1.4. Contractors are strongly encouraged to visit the site for proper evaluation. Site visits may be coordinated with CFFD Facilities Management.

2. GENERAL GUIDELINES & ADDITIONAL INFORMATION

- 2.1. Failure to comply with the requirements of this bid may result in the rejection of the proposal at CFFD's option.
- 2.2. **No Gratuities.** Proposers shall not offer gratuities, favors, or anything of monetary value to any commissioner, employee, or volunteer of CFFD to influence this selection. Any attempt by the Proposer to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels shall be grounds for exclusion from the selection process.
- 2.3. **All Information True.** The proposer represents and warrants to CFFD that all information provided in the response is accurate, correct, and complete. Proposers who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to CFFD for consideration in the selection process shall be excluded.
- 2.4. **No Obligation.** CFFD reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate responses; (4) accept any submittal or portion of submittal; (5) reject any or all Proposers submitting responses, should it be deemed in CFFD's best interest; or (6) cancel the entire process.
- 2.5. **Equal Opportunity Employer.** The selected provider agrees that, during the term of the contract, they shall not engage in any employment practices that have the effect of discriminating against any employee or applicant for employment based on race, color, religion, national origin, sex, age, or handicap; further, the successful Proposer will take affirmative steps that applicants are treated, and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap.

3. CONFLICT OF INTEREST

- 3.1. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the

Questionnaire Form CIQ (Conflict of Interest Questionnaire) the vendor's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. For convenience, a copy of the COI Questionnaire is attached; however, for more information about the code, visit www.statutes.legis.state.tx.us, Local Government Code Chapter 176.

3.2. IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

4. FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

4.1. In compliance with the State of Texas Government Code, Section 2252.908, the successful Proposer awarded a contract by CFFD must complete Form 1295 – "Certificate of Interested Parties" and must provide a signed printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us (**APPENDIX E**)

5. QUESTIONS AND ADDENDA

5.1. Proposers are cautioned that any oral statement by any representative of CFFD, modifying or changing any conditions of this bid, is an expression of opinion only and confers no right upon the Proposer.

5.2. Responses to all material questions submitted will be emailed to all Respondents. Requests for information regarding matters related to this bid should be directed to:

CFFD
Asst. Chief Steve Witt
10710 Telge Road
Houston, Texas 77095
STEVEN.WITT@CYFAIRFD.ORG

5.3. If deemed necessary, CFFD may ask one or more Respondents questions about their proposals, either in writing or by oral presentation.

5.4. The addenda will be transmitted to all who have received a copy of the BID and related specifications. However, it shall be the sole responsibility of the Respondent to verify the issuance/non-issuance of addenda and to check all avenues of document availability before the opening/receipt date and time to ensure the Respondent's receipt of any addenda issued. Respondent shall acknowledge receipt of all addenda.

6. WITHDRAW

6.1. Proposals submitted to CFFD cannot be withdrawn before the time set for the Proposal Deadline. Request for non-consideration of proposals must be sent in writing by letter or email to Steven.Witt@cyfairfd.org and received by CFFD before the proposal deadline. Proposals for which CFFD has not received a timely non-consideration notice may not be withdrawn after the proposals have been received, and the proposer, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that

it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the Proposer.

7. IRREGULARITIES AND DISQUALIFICATION

- 7.1. Proposals will be considered irregular if there are omissions, alterations of forms, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, CFFD reserves the right to waive any irregularities and to make the award in CFFD's best interest.
- 7.2. CFFD reserves the right to reject any or all proposals in whole or in part, to waive any informality in any proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the proposal which, in its discretion, is in the best interest of CFFD. All proposals submitted are subject to this reservation.
- 7.3. Proposals may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - 7.3.1. Proposals received after the time limit for receiving proposals as stated on the BID Cover Sheet;
 - 7.3.2. Proposal containing any irregularities;
 - 7.3.3. Unbalanced value of any items;
 - 7.3.4. Failure to comply with the enclosed contract language;
 - 7.3.5. Reason for believing a conspiracy exists among the proposers;
 - 7.3.6. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated;
 - 7.3.7. The proposer is interested in any litigation against CFFD;
 - 7.3.8. The proposer being in arrears on any existing contract or having defaulted on a previous agreement;
 - 7.3.9. Lack of competency revealed by a financial statement, experience, equipment, questionnaires, etc.
 - 7.3.10. Uncompleted work that, in the judgment of CFFD, will prevent or hinder the prompt completion of additional work if awarded.

8. ASSIGNMENT

- 8.1. The successful proposal/proposer may not assign their rights and duties under the award to any third party without the written consent of CFFD. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

9. DELIVERY OF PROPOSAL

- 9.1. Electronic submission of proposals will not be accepted. Proposals will be received in the following manner:
 - 9.1.1. Return proposals by mail service or hand delivery to:

CFFD
Finance Director
10710 Telge Road
Houston, Texas 77095

MARK ENVELOPE:
PROPOSAL FOR: REPLACEMENT GENERATOR PROJECT – STATION 12

- 9.2. All proposals must be received by **JANUARY 20, 2026, 11 A.M. CDT**. All proposals received after the prescribed deadline, regardless of the delivery method, shall be returned unopened.
- 9.3. Submit one original and one copy of the bid paperwork. The original shall be marked and manually signed in ink by someone with the authority to bind the firm in a contract. (**APPENDIX C – PRICE SHEET**).
- 9.4. If a Respondent chooses to submit a Letter of No-Bid, this letter must be submitted in the same manner as proposals and received on or before the exact date and time.

10. PUBLIC INFORMATION

- 10.1. CFFD considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and non-proprietary nature and, therefore, shall be subject to public disclosure unless such information is marked "Confidential" and is included in a separate envelope marked "Confidential" along with the vendor's proposal as outlined in this document.
- 10.2. Proposers are notified that CFFD adheres to all statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of public information.
- 10.3. CFFD does not guarantee that such information shall remain confidential, as such information may be subject to public disclosure under the Texas Public Information Act.
- 10.4. If CFFD receives a request under the Texas Public Information Act for the portion of the vendor's proposal marked 'Confidential', it will notify the vendor of such request. It will not disclose such information pending a ruling from the Texas Attorney General on its authority to withhold the specified information. In such instances, the vendor shall be responsible for submitting written arguments and supporting evidence to the Texas Attorney General for withholding the information from public disclosure.

11. RIGHT TO ACCEPT OR REJECT WINNING PROPOSER

- 11.1. It is understood that CFFD reserves the right to accept or reject any proposals as it shall deem to be in the best interest of CFFD.
- 11.2. Award will be made to the lowest responsive and responsible bidder. Assessment of the lowest price means the lowest price per item (as shown in the APPENDIX C - Price Sheet).

12. BACKGROUND

- 12.1. Cy-Fair Fire Department is the sole 911 fire and EMS provider for the Harris County Emergency Services District No. 9, serving approximately 600,000 residents across 164 square miles. CFFD completed over 46,000 responses in the last twelve months.

12.2. To meet this goal, CFFD utilizes a combination of 16 ambulances, 15 suppression large apparatus, and 9 command/supervisory personnel in SUVs. CFFD employs approximately 550 personnel.

13. GOVERNING LAW

- 13.1. Vendor is advised that the laws of the State of Texas shall fully govern this agreement. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.
- 13.2. The following regulations shall apply to this opportunity:
 - 13.2.1. Texas Government Code Section 2254 – Professional and Consulting Services
 - 13.2.2. Texas Government Code 2270.002 – Prohibition on Investing Public Money in Certain Investments
 - 13.2.3. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products
 - 13.2.4. HB89 & SB252 - By submitting a proposal in response to this solicitation, the proposer verifies that the company represented does not and will not, for the contract term, boycott Israel or conduct business with Iran, Sudan, or any known terrorist organization. The State of Texas Comptroller's "Divestment Statute Lists" will be reviewed by CFFD before award.

14. GOVERNING FORM

- 14.1. In case of any conflict between the terms and provisions of this specifications package and any supplemental agreement presented by a prospective Vendor, this package shall govern. In the event of any conflict of interpretation of any part of this overall document, CFFD's interpretation shall govern.

15. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these specifications shall be held invalid, such holding shall not affect the remaining portions of these specifications, and it is declared that such remaining portions would have been included in these specifications as though the invalid portion had been omitted.

16. SUPPLEMENTAL MATERIALS

Bidders must include all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package, and other facts that may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the bidder wishes to include as a bid condition must also be included in the returned bid package. Failure to include all necessary and proper supplemental materials may cause the rejection of the entire bid.

17. DISQUALIFICATION OF BIDDER

Upon signing this bid document, a Vendor offering to sell supplies, materials, services, or equipment to CFFD certifies that neither the Vendor nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Any or all bids will be rejected if CFFD believes that a conspiracy exists among the bidders, and all participants in such a conspiracy will not be considered in future proposals for the same work. Proposals with unbalanced prices may be rejected.

If a Vendor submits multiple bids and, after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that Vendor will be withdrawn; however, nothing herein prohibits a Vendor from submitting multiple bids for different products or services, unless so restricted in the bid specifications.

18. QUANTITY

18.1. Quantities provided are estimates. There are no minimum order quantities.

19. INVOICES

- 19.1. The Vendor shall submit separate invoices for each Order after each delivery. CFFD authorizes partial shipments; a separate Invoice must be sent for each shipment or delivery.
- 19.2. Invoices shall be sent to the address on the Purchase Order in the "BILL TO" section. Proper Invoices must include a unique Invoice number, the Purchase Order, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. When appropriate, a copy of the bill of lading and the freight waybill shall be attached to the Invoice. The Vendor's name and, if applicable, the tax identification number on the Invoice must match the information in the Vendor's registration with CFFD. CFFD may rely on the remittance address specified on the Vendor's Invoice unless otherwise instructed in writing. Invoices received without all the required information cannot be processed and will be returned to the vendor.
- 19.3. Invoices must be submitted within twenty (20) days of delivery.
- 19.4. Federal excise, State, or City sales taxes must not be included in the invoiced amount. CFFD will furnish a tax exemption certificate upon request.
- 19.5. Fraudulent or falsification of invoices or work done will constitute termination of the contract and/or prosecution as determined by the laws of the state of Texas.
- 19.6. CFFD may request published list pricing of any equipment or parts.

20. PAYMENT

- 20.1. All proper invoices received by CFFD will be paid within 30 calendar days of CFFD's receipt of the Deliverables or of the Invoice, whichever is later.

- 20.2. The Vendor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- 20.3. Payment may be withheld until final approvals or performance inspections are complete.

21. HOLIDAYS

- 21.1. The Department observes ten (10) paid holidays during the year. These consist of the following holidays, which are observed on the calendar day indicated:

▪ New Year's Day	January 1
▪ Easter Day	Sunday in March or April
▪ Memorial Day	Last Monday in May
▪ Independence Day	July 4
▪ Labor Day	First Monday in September
▪ Patriots Day	September 11
▪ Thanksgiving Day	Fourth Thursday in November
▪ Christmas Eve	December 24
▪ Christmas Day	December 25
▪ New Year's Eve	December 31

22. INSURANCE

- 22.1. The Vendor must maintain the required insurance through the contract period. See **APPENDIX D**.
- 22.2. Subcontractors shall maintain the same levels of insurance as required for the Vendor.
- 22.3. All insurance documents will be verified
- 22.4. Cy-Fair Fire Department must be named as an additional insured on a certificate of insurance.

23. PRICING

- 23.1. All labor, materials, fees, tariffs, and surcharges shall be included in pricing.
- 23.2. All freight, shipping, handling, delivery fees, travel time, and fuel surcharges shall be included in pricing.
- 23.3. All price bids shall be firm against any increase for one (1) year from the effective date of the contract.
- 23.4. Prices shall be submitted on the provided Price Sheet. See **APPENDIX C**.

24. LICENSING, LAWS, AND PERMITS

- 24.1. Vendor shall comply with all federal, state, and local laws.

25. WARRANTY

- 25.1. Vendor shall be responsible for all manufacturer warranties.
- 25.2. Vendor shall warrant all professional work for a minimum of six months

26. LABOR AND MATERIALS

26.1. The vendor shall furnish all labor and materials, conform to industry standards, and meet the approval of the CFFD.

27. SECURITY

27.1. CFFD facilities are considered secure. Only vendor employees will be allowed to enter the facilities. All vendors shall be approved and carry an approved CFFD security badge when on the premises.

27.2. CFFD staff may ask vendors to leave the facilities anytime, with or without cause.

28. USE OF PREMISES

28.1. CFFD facilities are 24-hour facilities. All work shall be performed safely and in an environment so as not to pose any danger or harm to CFFD personnel.

28.2. CFFD reserves the right to stop any work for any reason.

28.3. CFFD reserves the right to limit any shutdown of facilities or equipment for any reason.

28.4. Any damage to property or equipment shall be reported to the CFFD immediately.

28.5. Vendors are responsible for all clean-up and proper reinstallation of any equipment or property moved for work to be completed.

28.6. Vendors are responsible for removing all waste and properly disposing of materials within the project's scope.

28.7. Vendors will be responsible for the cleanup of the work area.

29. PERFORMANCE

29.1. CFFD may review the Vendor's performance at any time during the contract period.

29.2. CFFD reserves the right to terminate the contract for any performance issues.

29.3. CFFD reserves the right to perform quality control inspections at any time.

30. OPERATIONAL REQUIREMENTS

30.1. CFFD will not be responsible for materials or equipment stored on site. All equipment or materials requiring storage must have the project manager's approval before delivery.

30.2. MSDS Sheets for products shall be stored on-site, accessible, and in plain sight, with all workers instructed on location.

31. GENERATOR SYSTEM REQUIREMENTS

31.1. The contractor shall furnish and install a new standby generator system. The generator shall be new, unused, and compliant with all applicable standards, including but not limited to ANSI and UL 2200.

31.2. Generator sizing shall be appropriate for the facility load as identified in the engineered specifications.

31.3. Proposers may submit multiple generator size options where appropriate, provided each option is clearly identified and priced.

31.4. The generator shall include, at a minimum:

- 31.4.1. Weather-protective and lockable enclosure
- 31.4.2. Sound attenuation appropriate for the installation environment
- 31.4.3. Diesel fuel system with double-wall tank and fuel level indication
- 31.4.4. Emergency stop
- 31.4.5. Block heater
- 31.4.6. Generator diagnostic display
- 31.4.7. All accessories required for safe, reliable, and code-compliant operation

32. AUTOMATIC TRANSFER SWITCH (ATS)

- 32.1. The contractor shall furnish and install a new automatic transfer switch compatible with the generator system and facility electrical infrastructure.
- 32.2. The ATS installation shall include all wiring, coordination, testing, labeling, and commissioning required to ensure proper operation during normal and emergency conditions.

33. MANUAL TRANSFER SWITCH WITH EXTERNAL CONNECTIONS

- 33.1. The contractor shall furnish and install a manual transfer switch with external connection points to allow connection of a portable generator.
- 33.2. The system shall include:
 - 33.2.1. Proper interlocks
 - 33.2.2. Clearly labeled external connection points
 - 33.2.3. Safety features required by code
 - 33.2.4. Compatibility with facility electrical systems

34. LOAD BANK

- 34.1. The contractor shall provide and install a load bank as required by the engineered specifications. Load testing shall be conducted as part of system commissioning.
- 34.2. Load test results shall be documented and provided to CFFD.

35. REMOVAL AND DISPOSAL

- 35.1. The contractor shall be responsible for removal, handling, and proper disposal or trade-in of the existing generator, ATS, and associated equipment in accordance with applicable regulations.

36. OPTIONAL TRADE-IN

- 36.1. Vendors may submit an optional trade-in value for the existing generator, automatic transfer switch, and associated equipment. Any trade-in value shall be clearly identified as a separate line item in the proposal.

37. ENGINEERING AND INSPECTIONS

- 37.1. All work shall comply with the attached engineered drawings and specifications. DBR Engineering will inspect and approve the final installation and any changes to the engineered scope of work.
- 37.2. The contractor shall coordinate all required inspections and approvals.

38. START-UP, TESTING, AND COMMISSIONING

- 38.1. The contractor shall provide complete start-up and commissioning of the generator system, including:
 - 38.1.1. Load testing
 - 38.1.2. Functional testing of ATS and manual transfer systems
 - 38.1.3. Verification of alarms and safety features
- 38.2. All testing shall be documented and submitted to CFFD.

39. TRAINING

- 39.1. The contractor shall provide on-site operational training for up to twelve (12) CFFD personnel. Training shall include generator operation, transfer procedures, safety considerations, and an overview of routine maintenance.

40. WARRANTY

- 40.1. The contractor shall warrant all labor and materials for a minimum of one (1) year. Manufacturer warranties shall be honored and registered by the contractor.
- 40.2. All warranty documentation shall be provided at project closeout.

41. PERMITS AND COMPLIANCE

- 41.1. The contractor shall obtain all required permits, licenses, inspections, and approvals. All costs associated with permitting and compliance are the contractor's responsibility.

42. PAYMENT HOLD

- 42.1. Final payment may be withheld until all inspections are complete, all documentation has been submitted, and DBR Engineering and CFFD have approved the project.

43. SCOPE OF WORK

- 43.1. See attached engineered specifications and documents

44. KEY ACCOUNT REPRESENTATIVE

- 44.1. The bidder shall assign a dedicated key account representative and provide their contact information for customer service and invoice issues.

45. RELATED PERSON CERTIFICATION

- 45.1. See APPENDIX A

46. CONTACT INFORMATION FORM

- 46.1. See APPENDIX B

47. CLIENT REFERENCES

- 47.1. See APPENDIX F

- 47.2. 3-5 current customers and contact information must be included for references.