

#24

**BID FORM
RFB 15-021**

Replacement of Generator at Tom Green County Detention Center

Base Scope of Work:

COST

TOTAL

\$ 55,234.⁰⁰

Warranty – Material and Workmanship:

12 months

Explain warranty PLEASE SEE ATTACHED FORM

Earliest Start Date:

8/3/15

Days to Complete Project:

45 FROM ACTUAL
RECEIPT OF UNIT.

In accordance with the terms of **RFB 15-021** and with full knowledge of the terms and conditions, we agree to furnish and deliver the services specified for the prices indicated below:

It is understood by the undersigned that Tom Green County reserves the right to reject any and all bids. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Bidder, and that the contents of this proposal have not been communicated to any other bidder prior to the official opening of this proposal.

The bidder hereby offers to furnish and deliver the work stated as specified above at the price and terms there stated and in strict accordance with the specification and general conditions of bidding all of which are made a part of this offer. This bid is not subject to withdrawal.

FIRM NAME:

GPC SERVICES, INC

AGENT'S NAME & TITLE

LARRY TUNNINSON. PRESIDENT.

SIGNATURE:

Larry Tunkinson
Please Print

ADDRESS:

517 WEST AVE. N

CITY, STATE, ZIP

SAN ANGELO, TX 76903

PHONE NUMBER:

325-655-4545

FAX NUMBER:

325-653-4813

Stationary Standby and Prime Power Industrial Generator Set One-Year or Two Thousand (2000)-Hour Limited Warranty

Your Kohler product has been manufactured and inspected with care by experienced craftsmen. If you are the original end user, Kohler Co. warrants, for the period indicated below, each product to be free from defects in materials and workmanship. In the event of a defect in materials or workmanship, Kohler Co. will repair, replace, or make appropriate adjustment at Kohler Co.'s option if the product, upon Kohler Co.'s inspection, is found to be properly installed, maintained, and operated in accordance with Kohler Co.'s instruction manuals. A Kohler distributor, dealer, or authorized service representative must perform startup.

Kohler Product

Stationary Standby Generator Set & Accessories

Warranty Coverage

One (1) year from registered startup or two thousand (2000) hours (whichever occurs first). In any event, the warranty period will expire not later than thirty (30) months from the date of shipment from Kohler Co.'s factory.

Stationary Prime Power Generator Set & Accessories

One (1) year from registered startup or two thousand (2000) hours (whichever occurs first). In any event, the warranty period will expire not later than thirty (30) months from the date of shipment from Kohler Co.'s factory.

The following will **not** be covered by the warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized Kohler service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient quantity of lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to regularly exercise the generator set under load (stationary applications only).
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Additional expenses for repair after normal business hours, i.e. overtime or holiday labor rates.
9. Rental of equipment during performance of warranty repairs.
10. Removal and replacement of non-Kohler-supplied options and equipment.
11. Replacement of a failed Kohler part with a non-Kohler part voids the warranty on that part.
12. Radiators replaced rather than repaired.
13. Fuel injection pumps not repaired by an authorized Kohler service representative.
14. Non-Kohler-authorized repair shop labor without prior approval from Kohler Co. Warranty Department.
15. Engine fluids such as fuel, oil, or coolant/antifreeze.
16. Shop supplies such as adhesives, cleaning solvents, and rags.
17. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
18. Maintenance items such as fuses, lamps, filters, spark plugs, loose or leaking clamps, and adjustments.
19. Travel time and mileage exceeding 300 miles round trip.

To obtain warranty service, call 1-800-544-2444 for your nearest authorized Kohler service representative or write Kohler Co., Kohler Power Systems Service Department, MS072, Kohler, WI 53044 USA.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental and/or consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental and/or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

KOHLER
Power Systems

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KOHLERPower.com

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