

**CITY OF INGLESIDE, TEXAS
REPLACEMENT EMERGENCY GENERATOR
REQUEST FOR PROPOSAL**

Sealed proposals will be received in the City of Ingleside, City Hall, 2671 San Angelo, Ingleside, TX 78362 until **December 21, 2020 at 10:00 am** for the replacement of an emergency generator at

1. Waco Street Pump Station, 2852 Waco Street, Ingleside, TX
Latitude 27.879722, Longitude -97.218056
2. 4th Street Pump Station, 1481 4th Street, Ingleside, TX
Latitude 27.866944, Longitude -97.190641

All proposals are subject to the provisions of the conditions outlined in this bid document.

Proposals shall be opened promptly at the above stated time and date and their contents will be made public for the information of the Respondents and others interested. The proposal will not be awarded until the Interim City Manager and the applicable Department Director have had ample time to review each proposal and the City Council of the City of Ingleside have voted in the affirmative to fund it.

Proposals must be submitted in a sealed envelope with "RFP Replacement Emergency Generator" clearly marked on the outside of the envelope for easy identification by the City of Ingleside. Any proposals received later than the specified time will not be accepted/considered. The City will not be responsible for late submissions caused by the postal service, other carriers, or any other delivery problems regardless of the reason. Proposals submitted by mail, Federal Express, United Parcel Service, etc. must meet these same requirements and should be addressed to:

**City of Ingleside
City Secretary Office
P O Drawer 400
Ingleside, TX 78362**

The City of Ingleside, Texas reserves the right to engage in discussions with or request additional information from any or all responsible Respondents who submit proposals which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements herein.

The RFP (Request for Proposal) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

This solicitation does not commit the City of Ingleside to award a contract/purchase order, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The City of Ingleside reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

Linnette Barker
Interim City Manager

INSTRUCTION FOR PROPOSERS:

All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes to the City Secretary's office no later than the time and date indicated above. Proposals received after the time and date indicated above will not be considered. Faxed proposals will not be accepted under any circumstances.

The City of Ingleside will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City Public Works Director, Donald Paty, 361-776-7409. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Ingleside shall not be legally bound by any amendment or interpretation that is not in writing.

The City of Ingleside will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City of Ingleside will begin negotiations with the top ranked Vendors and will continue negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

DEFINITIONS: Responsible Respondent means a respondent who has the capability in all respects to fully perform contract requirements, and the integrity and reliability which will assume good faith performance. Responsive Respondent means a respondent who has submitted a proposal which conforms in all material respects to the Request for Proposal.

PROTEST PERIOD: Any actual or prospective respondent, RESPONDENT, or contractor who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective respondent, RESPONDENT, or contractor wishes to protest, the formal protest must be submitted in writing and must be received by the City no later than seven (7) days from the date that the aggrieved actual or prospective respondent, RESPONDENT, or contractor has been informed of the proposal results by the Public Works Director. Protests received by the City following the seven (7) days after the proposal results have been released by the Public Works Director will not be considered by the City.

CHANGES: Any changes in the Request for Proposal after the purchase order/contract agreement has been awarded must be with the written consent of the Public Works Director or the City Manager; otherwise, the responsibility for such changes lies with the vendor. Any changes by the City to the specification in the request for proposal package shall be in writing and an addendum will be distributed to all prospective respondents so each respondent can compete equitably.

INQUIRIES: Questions concerning this request for proposal should be directed to the City Public Works Director, Donald Paty in writing by e-mail at dpaty@inglesidetx.gov. The deadline for the submission of all inquiries is December 7, 2020 at 5:00 pm. Any changes to the specifications in the proposal package prior to the proposal submittal deadline shall be in writing and an addendum will go out to all prospective respondents so each bidder can compete equitably.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Ingleside pursuant to this contract/purchase order shall belong exclusively to the City of Ingleside.

NUMBER OF PROPOSALS SUBMITTED:

Each Vendor must submit two (2) copies of the proposal. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification specified in the RFP and note "Original" on the original proposal. All proposals shall include an itemized statement of materials to be utilized.

AWARD OF CONTRACT:

Selection shall be made of one or more Respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below. Negotiations shall be conducted with the Respondents so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, the City shall select the Respondent(s), which in its opinion, has made the best value proposal based on the criteria set forth in this RFP, and make a recommendation to the City Manager that a contract(s) be awarded to the Respondent. All contracts shall be accordance with the laws of the State of Texas. The City of Ingleside may cancel this RFP; reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the City Manager and the Public Works Director determine in writing, and in its sole discretion, that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

EVALUATION PROCEDURE:

All proposals will be evaluated and ranked by the City. The City will make the final recommendation to the approving authorities of the City of Ingleside. Negotiations and/or award of a contract may be initiated without further contact with other Respondents.

BASIS FOR AWARD:

The City will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Public Works Department will evaluate each proposal and individual coverage selections and will rank them according to the Evaluation Criteria. The City may make such reasonable investigation, as it deems proper and necessary to determine the ability of the Respondent to perform the work/services.

SELECTION PROCESS:

The City shall select the most qualified Respondent based on the Evaluation Criteria listed in this solicitation. In make this decision, the City shall consider all established evaluation criteria listed herein. Each response shall be subject to the same review and evaluation process.

RFP EVALUATION CRITERIA:

Each submittal will be evaluated based on the following required information.

Criteria	Weight
A. Qualification/Experience with this Type of Work	10%
B. Use of Existing Equipment as Appropriate	20%
C. Detailed Approach to Work	20%
D. Warranties	20%
E. Cost	30%

Each category will be scored by the evaluators on a 0-100 point scale.

INSURANCE REQUIREMENTS:

The successful respondent shall agree to hold harmless, indemnify and defend the City of Ingleside, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The successful respondent shall agree to maintain sufficient comprehensive general liability insurance, naming the City of Ingleside, Texas, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Proof of such insurance shall be given to the City Manager by an appropriate certificate-of-insurance issued by the successful respondent’s insurance agent.

Vehicle liability insurance (for Owned, Hired & Non-Owned) with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the successful respondent.

The successful respondent shall take out and maintain, during the life of the contract agreement, workers’ compensation and employer’s liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by Texas law, and in case any such services are sublet, the successful respondent shall require the subcontractor(s) similarly to provide workers’ compensation and employer’s liability insurance for all of the subcontractor’s employees to be engaged in such services.

BOND REQUIREMENTS:

The successful respondent, immediately following award of the contract and before performing any work, shall furnish to the City of Ingleside a valid Performance Bond and a valid Payment Bond, each in the full amount of the contract price on forms acceptable to the City of Ingleside, written by companies acceptable to and approved by the City of Ingleside, and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

SCOPE OF WORK:

Vendor will provide and install a generator at the Ingleside Waco Street Pump Station, 2852 Waco Street, Ingleside, TX 78362 and at the 4th Street Pump Station, 1481 4th Street, Ingleside, TX 78362. **The vendor shall determine appropriate generator size by evaluating the existing conditions at the Pump Stations, and size the generator as such to be able to power the entire electrical needs.**

- The vendor shall propose the use of a diesel powered generator unless the evaluation of existing conditions deem the use of diesel as unfeasible.
- The generators need to be permanently mounted, electrical gear must contain a automatic transfer switch with soft starts.
- Materials and Equipment to be included in costs (permanent generator, standard single wall fuel tank and soft start)
- Labor Costs to be included in costs (construction of the concrete foundation pads for the placement of the permanent generator; placement and mounting the generators; and electrical hookup for generators).
- Design fees to be included in the costs (engineer to design foundation pad for permanent generator).
- Inbound freight for generators
- Upon completion of generator installation, the vendor shall test and certify the system as ready and operational. The vendor shall remove and dispose of existing generator. The vendor is responsible for obtaining any and all permits that may be required for this project.