

REQUEST FOR PROPOSAL 2021-06

**CITY OF JERSEY VILLAGE
GENERATORS FOR
JERSEY VILLAGE FIRE STATION
JERSEY VILLAGE POLICE STATION
VILLAGE DRIVE WATER TREATMENT PLANT**



DUE DATE AUGUST 24, 2021

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Request for Proposals

This is a formal Request for Proposal for the City of Jersey Village (here after “the City”) to obtain proposals from qualified contractors for the purchase of three back up emergency generators, one at the Jersey Village Fire Station, one at the Jersey Village Police Station, and one at the Jersey Village - Village Drive Water Treatment Plant, conforming to the specifications stated in this proposal and all work necessary to complete the installation of the emergency generator at each location. (hereafter “the project”). Each Submittal requires completion of all sections of this form.

Sealed packets containing the required information/documents should include 1 hard copy and 1 digital copy and will be received in the office of the City of Jersey Village, City Secretary until 2:00PM on August 24, 2021 and opened immediately in that office in the presence of the City Secretary, City of Jersey Village. The packet is to be delivered to the City Secretary, City of Jersey Village, 16327 Lakeview Drive, Jersey Village, TX 77040. Any packet received after 2:00PM on the date specified will be returned unopened.

All packets must contain the following “RFP 2021-06 – Generator Project”

Respondent's name and return address should be prominently displayed on the envelope.

The RFP specifications can be obtained online at www.jerseyvillagetx.com.

INTRODUCTION AND PROJECT INFORMATION

The City is located in Northwest Harris County, Texas, at the corner of Beltway 8 and US 290. It has an estimated population of 8,000. The City is organized with a City Manager-Council form of government.

The City is replacing generators at the Fire Station and the Police Station, and installing a new generator at the Village Drive Water Treatment Plant.

This project is being funded through a FEMA HMGP Grant. As such the contractor selected shall be bound by all applicable sections of the Grant Terms and Conditions.

DETAILED SPECIFICATONS AND SCOPE OF WORK

Respondent understands that the scope of work includes designing, purchasing, providing/delivery, installing all components needed to install the generators as specified below.

This includes all crane, rigging, electrical, plumbing, and mechanic and any and all other necessary work needed to properly install the generator according to all state and local codes. Also included is installing proper foundation for the generator, as indicated for each location below. Commissioning of equipment, training, warranty, and a service agreement shall also be included. Removal of any existing generators must be included as well. A fully functional unit upon completion of work shall be provided.

1. Fire Station – 16501 Jersey Drive, Jersey Village, TX

a. Generator Specifications

The existing generator shall be removed.

A foundation exists for this generator. Any modifications to it shall be detailed in the proposal.

Proposals must include providing backup power for this location while existing generator is removed and before the new generator is installed.

The core requirements of this Generator include:

- Natural Gas fired unit
- Liquid cooled
- 200KW 120/240 Volt, 3 Phase, 60 HZ, 800 Amp Automatic Transfer Switch, 3 Phase, 240Volt, NEMA 1 Enclosure

b. Other General Minimum Requirements

- The engine shall be natural gas, 4 cycle, radiator and liquid cooled. Two cycle engines are not acceptable.
- Engine must be 1800 RPM
- Control Panel/System including continuous display of the status of the engine and generator that monitors all aspects of the generator. Controller shall be capable of internet based comprehensive monitoring of the generator.
- Tamper proof engine hour meter
- Must be UL2200 certified
- Voltage regulator, with over-excitation protection
- Class H, 180°C insulation
- 24 VDC battery charging alternator
- Weather and Sound Proof Housing that is corrosion resistant

2. Police Station – 16401 Lakeview Drive, Jersey Village, TX

a. Generator Specifications

The existing generator shall be removed.

The existing generator is currently located in an enclosed structure, and the new one shall go in the existing enclosed structure. Any modifications to the enclosed structure and/or foundation shall be detailed in the proposal.

Proposals must include providing backup power for this location while existing generator is removed and before the new generator is installed.

The core requirements of this Generator include:

- Natural Gas fired unit
- Liquid cooled
- 100KW 227/480 Volt, 3 Phase, 60 HZ
- 225 Amp Automatic Transfer Switch, 3 Phase, 480Volt,
- NEMA 1 Enclosure, Non Service Entrance Rated
- Replacement of exhaust system and tubing (this generator is located in in an enclosed structure)

b. Other General Minimum Requirements

- The engine shall be natural gas, 4 cycle, radiator and liquid cooled. Two cycle engines are not acceptable.
- Engine must be 2915 RPM
- Control Panel/System including continuous display of the status of the engine and generator that monitors all aspects of the generator. Controller shall be capable of internet based comprehensive monitoring of the generator.
- Tamper proof engine hour meter
- Must be UL2200 certified
- Voltage regulator, with over-excitation protection
- Class H, 180°C insulation
- 12 VDC battery charging alternator
- Weather and Sound Proof Housing that is corrosion resistant

3. Village Drive Water Treatment Plant - 16600 Village Dr, Jersey Village, TX

a. Generator Specifications

There is no existing generator here. No existing foundation for the generator exists. One must be installed that is sufficient to meet the requirements necessary of the generator.

The Core requirements of this generator include:

- Diesel Generator
- 277/480 Volt, 3 Phase 600 Amp Automatic Transfer Switch, 3 Phase, 480 Volt, NEMA 3 Enclosure, Service Entrance Rated

b. Other General Minimum Requirements

- The engine shall be diesel, 4 cycle, radiator and liquid cooled. Two cycle engines are not acceptable.
- The fuel tank must hold enough fuel to provide for a minimum run time of 48 hours.
- Engine must be 1800 RPM
- Control Panel/System including continuous display of the status of the engine and generator that monitors all aspects of the generator. Controller shall be capable of internet based comprehensive monitoring of the generator.

- Tamper proof engine hour meter
- Must be UL2200 certified
- Voltage regulator, with over-excitation protection
- Class H, 180°C insulation
- 12 VDC battery charging alternator
- Weather and Sound Proof Housing that is corrosion resistant

Selected vendor shall secure all required City permits and inspections. There shall be no costs for the permits.

This work shall be completed within 180 calendar days of the contract signing.

QUESTIONS ON RFP

All questions on this RFP must be submitted in writing to Austin Bleess, City Manager, via email to ableess@jerseyvillagetx.com no later than Thursday, August 12 at 5pm. All questions will be answered and the responses posted online at www.jerseyvillagetx.com by 5pm on August 17, 2021.

BONDS

A 5% Bid Bond is required with the bid submittal.

A 100% Performance Bond is required.

A 100% Payment Bond is required.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS

A vendor must affirmatively demonstrate their responsibility.

A vendor must also meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed delivery schedule,
3. Be able to comply with all Federal, state, and local laws, rules, regulations, ordinances and orders regarding this request,
4. Have a satisfactory record of performance,
5. Have a satisfactory record of integrity and ethics,
6. Assign only qualified personnel to perform services required under this contract, and
7. Be otherwise qualified and eligible to receive an award.

Jersey Village may request representation and other information sufficient to determine vendor's ability to meet these minimum standards listed above.

TERMS AND CONDITIONS

This is a federally-funded Hazard Mitigation Grant Program (HMGP) project, provided by the State of Texas, Texas Division of Emergency Management through a Federal grant by the U.S. Department of Homeland Security, Federal Emergency Management Agency. Funding for this contract is dependent on the availability of these funds.

The provisions attached in Exhibit C – Grant Terms and Conditions apply.

Successful Vendor herein acknowledges and agrees that this contract does not create a debt or obligation against the City of Jersey Village, the State of Texas, or the Texas Division Emergency Management, or the Federal Government, and that this contract is subject to the appropriation of funds by City of Jersey Village, Texas.

Other provisions include:

CONFLICT OF INTEREST

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171, including, but not limited to, Local Government Code §171.002 and §171.003.

Further, the Vendor represents and warrants that the Vendor has no actual or potential conflicts of interest in providing the deliverables required by this contract to the City. Vendor represents that the provision of services under this contract will not create an appearance of impropriety. The Vendor also represents and warrants that, during the term of this contract, the Vendor will immediately notify the City, in writing, of any potential conflict of interest that could adversely affect the City creating the appearance of a conflict of interest.

The Vendor represents and warrants that neither the Vendor nor any person or entity that will participate financially in this contract has received compensation from the City, or any agency of the State of Texas for participation in the preparation of specifications for this contract. The Vendor represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this contract.

DISCLOSURE REQUIREMENTS

All prospective vendors shall complete the conflict of interest questionnaire and submit it with their proposal in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 Legislative Session which requires the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS

The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Jersey Village.

INSURANCE/BOND

If selected, Vendor is required to submit proof of insurance. Professional insurance (liability or other appropriate product) is required from an insurer qualified to do business in Texas. Respondents shall submit a certificate of insurance evidencing such coverage

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract must be made in writing and signed by both parties.

TERMINATION OF CONTRACT

This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and / or services ordered or 3) terminated by either party with thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. In the event the contract is cancelled, the City reserves the right to award to the next best proposal, as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT

Jersey Village reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the vendor shall be a basis for termination of the contract by the City. Jersey Village reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award the proposal to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful vendor. The City shall not pay for any commodities / services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-city governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the work.

COMPLIANCE WITH LAWS

The successful vendor shall comply with all applicable Federal, state and local laws and regulations.

EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- If subcontracts are to be let, to take the affirmative steps listed in above paragraphs.

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

COPELAND "ANTI-KICKBACK" ACT

The Vendor must comply with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report all suspected or reported violations.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DRUG FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

PUBLIC INFORMATION ACT

The Vendor acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this contract are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The Vendor shall produce all documents upon request of the City within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.

ACCURATE AND TIMELY RECORD KEEPING

The Vendor warrants and represents that he will keep timely, accurate and honest books and record relating to the work performed and the payments received under this contract according to generally accepted accounting standards. Further, the Vendor agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.

Use of DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

RIGHT TO AUDIT

The Vendor and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this contract. The Vendor shall make such documents and records available for examination and audit by the City or any other authorized entity of the State of Texas. The Vendor's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the completion of the Vendor. By executing this contract, the Vendor accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this contract. The Vendor shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The Vendor agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The contractor also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.

The Vendor shall make such documents and records available for examination and audit by the Federal government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

INVOICING

Invoices shall be sent directly to the City of Jersey Village. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must show tasks that were performed, time period the work was performed, the percent and cost of each task completed.

PAYMENT

Payment shall be made by check or ACH Transfer from the City upon satisfactory completion and acceptance of items and submission of a valid invoice. Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitled F, Chapter 2251. Successful vendor is required to pay subcontractors within ten (10) days after the successful vendor receives payment from the City.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Jersey Village, Texas.

ASSIGNMENT OF CONTRACT

The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the City of Jersey Village City Council.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

HOLD HARMLESS AGREEMENT

Vendor shall indemnify and hold City of Jersey Village harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the City upon request.

WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Jersey Village as an indirect party to any suit arising out of personal or property damages, resulting from contractor's performance under this agreement.

INSURANCE

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:
 - (1) Bodily Injury \$300,000 Each Occurrence and \$600,000 Annual Aggregate, Products and Completed Operations
 - (2) Property Damage \$300,000 Each Occurrence and \$600,000 Annual Aggregate
 - (3) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages. \$300,000 Each Occurrence and \$600,000 Annual Aggregate
 - (4) Personal Injury, with employment exclusion. deleted \$300,000 Each Occurrence
 - (5) Fire Damage, Legal Liability \$50,000 Any One Fire
 - (6) Medical Expenses \$5,000 Any One Person

Comprehensive Automobile Liability.

To include all owned, non-owned and hired coverages.

- (1) Bodily Injury \$100,000 Each Person and \$300,000 Each Accident
- (2) Property Damage \$100,000 Each occurrence Umbrella Liability Insurance - \$1,000,000
- (3) The Owner shall be named an additional insured on the Contractor's policy as to the subject job.
- (4) This policy shall provide coverage over the workmen's compensation, comprehensive general liability and automobile liability.

Owner's Protective Liability

- (1) Naming the Owner as insured with the following limits:
 - (a) \$1,000,000.00 per occurrence as primary limit. Combined single limit, irrespective of whether occurrence consists of personal injury, death, property damage or combination thereof.
- (2) Covering the work to be performed for Owner by the Contractor and its subcontractor, if any.
- (3) The definition of insured in the policy shall be endorsed to include officials and employees of the Owner, with respect to the work performed by the Contractor.
- (4) Written with same company as C.G.L. policy.
- (5) The architects and engineers shall be additional insured, but only will have excess coverage. The full policy limits will protect the Owner if needed and only the excess will protect the architects and engineers.
- (6) The original policy shall be placed on file with the Owner.

The Contractual Liability required by the General Conditions shall provide coverage for not less than the following amounts:

- (1) Bodily Injury: \$300,000 Each Person and \$600,000 Each Occurrence
- (2) Property Damage: \$300,000 Each Occurrence and \$600,000 Annual Aggregate

PROJECT TIMELINE

All items listed in the scope of work shall be completed within 180 calendar days from the contract signing date.

EVALUATION CRITERIA AND SCORING

The following criteria will be used by The City to evaluate the Respondents ability to perform the requested work. The City may award the Task Order to the best qualified Respondent, taking into account the below items:

1. Proposals and specific local experience of the team, including the proposed project manager and key project staff to complete work specified in Scope of Work: **15 POINTS**
2. Firm's understanding of the Project: **10 POINTS**
3. Firm's Work Plan to complete the Project: **15 POINTS**
4. Firm's capacity to perform and deliver the Project in a timely manner: **20 POINTS**
5. Fee Proposal: **40 Points**

AWARD OF TASK ORDER

The City shall review each firm’s response to this RFP. Proposals shall be evaluated, and the best qualified firm shall be selected. It is anticipated the City Council will authorize award of the contract at its City Council meeting on September 20, 2021.

PROCUREMENT SCHEDULE

RFP Issued	July 28, 2021
Mandatory Pre-Proposal Meeting	August 10, 2021 at 2:00 pm
Questions Due	August 12, 2021 at 5:00 pm
RFP Submission Deadline	August 24, 2021 at 2:00 pm
Evaluation of RFP's	August 24 – September 8, 2021
Award (tentative)	September 20, 2021

A mandatory pre-proposal meeting to explain the project and answer any questions will be held on Tuesday, August 10 at 2:00 PM. Prospective Respondents should meet at the Jersey Village City Hall, in the Civic Center Conference Room at 16327 Lakeview Drive, Jersey Village, TX 77040.

The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the City. Answers that change or substantially clarify the bid will be affirmed in an addendum. Access to the facilities where the work will be provided will be offered at this meeting and will not be made available at any other time.

Failure to attend the meeting and sign the sign-in sheet at the pre-proposal meeting will automatically disqualify a Respondent from submitting a valid proposal. Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered.

PROPOSAL SUBMISSIONS

DEADLINE

Proposals must be received at 16327 Lakeview Drive, Jersey Village, TX 77040 prior to 2:00 pm on Tuesday, June 15, 2021. Proposals will be received and publicly acknowledged at 2:00 pm or soon thereafter. *Late proposals will not be accepted under any circumstances!*

SUBMITTAL

Completed proposal, must be in a sealed envelope clearly marked with " RFP 2021-XX – Generator Project " written in the lower left-hand corner of the envelope containing the

proposal. The submittal shall include 1 hard copy and 1 digital copy on a USB Flash Drive in PDF Format.

ADDRESS

Sealed proposals may be hand-delivered or mailed to City Secretary, City of Jersey Village, 16327 Lakeview Drive, Jersey Village, Texas 77040.

METHODS

All proposals must be returned in a sealed envelope with the proposal name clearly marked on the outside. If a delivery service is used, the proposal name must be clearly marked on the outside of the delivery service, envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF PROPOSAL

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor guaranteeing authenticity. Proposals submitted must be binding for not less than ninety (90) days after the date received.

NO OFFER

Please indicate on your "NO OFFER" response any area/concern that may have influenced your decision to indicate "NO OFFER."

PROPOSAL OPENING

Proposals will be received and publicly acknowledged at the location, date and time stated above. Vendors, their representatives, and interested persons may be present. The proposals shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept confidential during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by vendor as such.

TAX EXEMPT STATUS

The City is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in this proposal.

AWARD

It is anticipated that awards will be made September 20, 2021. Proposals submitted must be binding for not less than ninety (90) days after the date received.

PROPOSAL SUBMISSION / INFORMATION FROM VENDOR

The RFP received from the vendor should include each of the following sections in the numbered order as noted below. If additional sections are needed by the vendor to highlight their services or provide additional information, such sections are to be added after the required sections.

Instructions: Please answer the questions listed below. Pre-printed product literature regarding your services is acceptable but not required.

Section 1 - Vendor Information

Please include the following information:

- Vendor Identification, to include
 - Legal name of company
 - Federal ID #
 - Contact person including title
 - Telephone number for contact person
 - Email address for contact person
 - Complete mailing address
 - Complete physical address

Please indicate if this person has the binding authority to enter into contracts.

Section 2 — Solution Framework Summary

Provide an overview/compliance statement of design and layout for the proposed system. The overview must include:

- A statement confirming the generator system, generator system communications capability, accessories and control system specifications;
- a statement of methods and materials that will be used to provide natural gas service to the new generator system for the Police and Fire Stations;
- A statement of methods and materials that will be needed to install and connect the automatic transfer switches to the new generators that is compliant to all applicable codes;
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system;
- A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project;
- A statement of method to assure proper exhaust ventilation. It shall be not acceptable to have fumes enter any part of the interior of the buildings.
- A statement with the breakdown of the project installation timeline;
- A proposed layout drawing showing the footprint of the generator and concrete pad for the Village Drive Water Plant Generator

Section 3 — Proposal Narrative with Task and Time Line

The City places a premium on the respondent's approach to the project and the ability to present a scope of services that will ensure successful and timely completion of the project. The narrative should be clear, concise and complete.

Include a detailed time line in the proposal; including start date and task outline.

Be clear in the proposal, what responsibilities will be assumed by the vendor and what responsibilities will be required of the City.

The Police and Fire Stations are a 24/7 operation. All work at these buildings must be coordinated with the Police Chief for the Police Station and the Fire Chief for the Fire Station, or

their designees, to ensure daily operations are not compromised while the work is being completed.

If any section leaves out what you consider crucial or valuable information, please include it in your proposal.

Section 4 — Profile / History

Provide a brief history and profile of your company.

Include additional information such as:

1. When it was founded.
2. Type of legal entity (i.e. corporation, partnership, etc.).
3. Names of owners, if privately owned.
4. A Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the timeline.

Section 5 - Client Base

Proposals should list client base for similar projects. Contact information should be supplied. Provide the dates for each project and whether an extension of time was requested and/or approved.

The City places a premium on the number of successful projects that the respondent has undertaken that are similar to the City's current project.

Section 6 - Resumes of Personnel Assigned to Project

Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Vendors must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

Section 7 – Fee Proposal

The fee proposal, on the template provided as part of this RFP, shall be included. The proposal shall also include specification sheets for the generators being proposed.

Section 8 – Other Required Forms

Other forms that are required and shall be included with the proposal:

- Acknowledgement and Certification Regarding Debarment, Suspension and other Ineligibility
- Proposed Contract
- Conflict of Interest Affidavit
- Conflict of Interest Questionnaire

Exhibits

Exhibit A – General Services Contract with the City of Jersey Village for example purposes only.

Exhibit B – General Services Contract Rider with the City of Jersey Village for example purposes only.

Exhibit C – Grant Terms and Conditions

LEGIBILITY

Proposals must be legible and of a quality that can be reproduced.

LATE PROPOSALS

Proposals received after submission deadline will not be opened and will be considered void and unacceptable. City of Jersey Village is not responsible for lateness of mail, courier service, etc.

DOCUMENTATION

Vendor shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

RESPONSE PREPARATION COSTS

The City will not pay any cost incurred by any vendor in the proposal preparation, printing, demonstration, or negotiation process. All costs shall be borne by the proposing vendors with exception of costs associated with any City personnel visits to vendor offices or other client sites.

SELECTION OF CONSULTANTS

The City shall review all material submitted, and if required, schedule presentations or interviews with prospective consultants in order to select the most qualified. The City is an Equal Opportunity Employer and reserve the rights to reject any and all proposals, extend the RFP deadline and to waive formalities in our selection.

AWARD CONTRACT

This Proposal, and accompanying documents, and any negotiated terms, when properly accepted by Jersey Village, shall constitute a contract equally binding between the successful vendor and City of Jersey Village. The successful vendor may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal. No different or additional terms will become part of this contract with the exception of a Change Order.

EXCEPTIONS / SUBSTITUTIONS

All proposals meeting the intent of this request for proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and City shall hold the vendor responsible to perform in strict accordance with the specifications of the RFP. Jersey Village City Council reserves the right to accept any, all, or none of the exception(s) / substitution(s) deemed to be in the best interest of the City.

REJECTION / ACCEPTANCE

It is understood that the City Council of Jersey Village, Texas, reserves the right to accept or reject any or all proposals for any or all materials and / or services covered in this proposal request. Additionally, it is understood that the City may waive discrepancies or defects in the proposal or to accept such Proposal, City shall deem to be in the best interest of Jersey Village. Receipt of any proposal shall under no circumstances obligate Jersey Village to accept the lowest dollar proposal.

ADDITIONAL INFORMATION

The City may request additional information to further clarify, explain or validate the contents of any response in this RFP. All information must be submitted to the City in writing within three (3) business days of the City's request.

CONTRACT ADMINISTRATION

Under this contract, Austin Bless, City Manager, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the Jersey Village City Council and the successful vendor. In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed to the person named above.

NEGOTIATIONS

City of Jersey Village reserves the right to negotiate the contract in accordance with Local Government Code §262 for requests for proposals.

CONTRACT AWARD

The award of this contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated vendor resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals.

ADDENDA

Acknowledgement of the addenda, if any were issued to change the original RFP as a result of questions or other reason, must be included.

RFQ EXHIBITS

The following exhibits are offered as part of this RFQ:

Exhibit A – General Services Contract with the City of Jersey Village for example purposes only.

Exhibit B – General Services Contract Rider with the City of Jersey Village for example purposes only.

Exhibit C – Grant Terms and Conditions

Exhibit D - Jersey Village RFP – Generator Project Fee Proposal Form

Exhibit E – Conflict of Interest Disclosure Statement

Exhibit F - Certification Regarding Ineligible Contractors

Exhibit G - Certification Regarding Use Of Contract Funds For Lobbying

Exhibit H – Conflict of Interest Questionnaire