

CITY OF BROKEN ARROW

REQUEST FOR PROPOSAL RFP 24.124

GENERATOR SERVICE and REPAIR

Issue Date: **February 16th, 2024**

The City of Broken Arrow, Oklahoma (hereinafter referred to as “City”), desires to select a firm to provide generator service and repair at our various lift stations located throughout Broken Arrow. The successful firm will enter into an annual agreement effective from the date of the City Council award through June 30th, 2024. Additional annual terms may be granted at the discretion of the City Council.

If you or your firm is interested in participating in the solicitation and review process, please submit a copy of your proposal, including a description of your services and fees and return to the City of Broken Arrow Purchasing Division, 1700 West Detroit, Broken Arrow Ok. 74012. **on or before 10:30 a.m. CST, Wednesday, March 6th, 2024. RFP opening will be at 11:00 a.m. CST, on the same day at the Broken Arrow Purchasing Office 1700 West Detroit, Broken Arrow, OK 74012. Late proposals will not be considered.**

There will be a mandatory pre-proposal meeting on Tuesday, February 27th, 2024. Directly after the mandatory pre-proposal meeting a city representative will be available to tour any requested generator locations. Please meet at Broken Arrow Operations Building, 485 North Poplar Ave, Broken Arrow, OK, 74012 at 10:30 a.m. (CST) in room 117-C. Be prepared to transport yourself. ATTENDANCE (IN PERSON) AT THE PRE-PROPOSAL MEETING IS REQUIRED TO SUBMIT A PROPOSAL.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council. If you have any questions or need additional information, contact:

**Ryan Baze
Maintenance Services Director
City of Broken Arrow
918-259-7000 ext. 7263.**

REQUEST FOR PROPOSAL FOR GENERATOR SERVICE AND REPAIR

SCOPE OF WORK: Please provide a proposal to perform planned maintenance and inspection of the listed generators.

	Generator	Location Name	Address	Kilowatts
1	ACLS	ADAMS CREEK LIFT STATION	6600 S. 241ST E AVE	240
2	ACLS2	ADAMS CREEK LIFT STATION 2	2950 N 37TH ST	600
3	BWLS	BERWICK LIFT STATION	6222 W DURHAM ST	30
4	CBLS	CAMBRIDGE LIFT STATION	8356 WRIGHT AVE	40
5	CL SEW	COUNTY LINE LIFT STATION	5400 N 193RD	200
6	EXLS	EXPRESSWAY LIFT STATION	1313 N 6TH	40
7	ISLS	INDIAN SPRINGS LIFT STATION	136000 S 145TH ST	150
8	ORLS	ONEATA ROAD LIFT STATION	6701 E KENOSHA	45
9	SH1	STONE HORSE 1 LIFT STATION	7506 S INDIANWOOD S AVE	100
10	SPLS	SOUTH PARK LIFT STATION	6701 S ELM PL	29
11	STLS	SHADOW TRAIL LIFT STATION	4213 W WINSTON ST	100
12	TBKLS	TIMBER BROOK LIFT STATION	6554 S 232ND E AVE	20
13	TBLS	TURNBERRY LIFT STATION	3515 E DEARBORN ST	20
14	WILS	WINDSOR LIFT STATION	1709 W MIAMI	35
15	WSLS	WELLSTONE LIFT STATION	7751 E KENOSHA ST	50
16	209LS2	209TH LIFT STATION	4501 E KENOSHA ST	200
17	GEN CSLS	CREEK SIDE LIFT STATION	1424 N 70TH ST 71ST AND 54TH	80

Contractor Requirements:

- 2-Hour On-Site Emergency Response Time.
- 1-On call technicians available 24 hours a day, 7 days a week, 365 days a year.
- Contractor has been in business a minimum of 20 years.
- At least 50% of technician team must be EGSA certified.
- Service trucks must stock at least 75 common spare parts for multiple generator manufacturers.
- Ability to provide a minimum of 75 gallons of diesel from service truck while on site.
- Rental fleet to provide temporary utility solutions.

Maintenance Requirements:

Monthly Service

- Check oil and coolant for proper levels and condition.
- Check cooling systems (air intake systems and indicators).
- Check air filter, inspect, and clean as needed. Recommend replacement when necessary.
- Top off fluid levels.
- Check governor operation, stability, linkage, and oil.

- Check all spark plugs, ignition condenser, cap rotor, wires, and points.
- Check and adjust belts.
- Check batteries, cables, and charging system.
- Check fuel system (lines, pumps, and fuel tanks).
- Check fuel tank for water contamination.
- Check engine, radiator, hoses, and heat exchanger.
- Check coolant block heater.
- Check glow plugs where applicable. Check for proper operation.
- Check condition of batteries (load test) electrolyte level and charge rate.
- Check and grease generator and engine fan hub bearings.
- Check all safety and alarm signals.
- Start, run, and test unit (check temperatures and pressures).
- Test engine safety shutdown systems.
- Test transfer switch operation and time delays.
- Check unit for proper frequency/speed, voltage, and amperage.
- Submit electronic report of recommendations, findings or repairs needed.

Annual Engine Service: Performed Once a Year Includes all Above Listed Inspections Plus:

- Change oil and remove used oil from properties.
- Change oil filters, and fuel filters.
- Replace air filter.
- Test coolant for freeze point and inhibitor levels. Recommend replacement if needed.
- Perform a NFPA compliant load bank test and make any needed adjustment.

Total Cost for all points of the Monthly Service (4 months) and Annual Engine Service (all listed equipment to have the yearly performed before June 30th, 2024) Based on March 1st, 2024, through June 30th, 2024.

\$_____

Each additional yearly contract renewal cost for all points of the Monthly Service (12 months) and Annual Engine Service (all listed equipment to have yearly performed between January and June). Based upon agreed renewal of contract of July 1st through June 30th.

\$_____

Maintenance Contract Rates:

Hourly Labor Rate during normal working times: \$_____

After Hours Labor Rate: \$_____

Holiday Hours Labor Rate: \$_____

Minimum Call-Out Time: \$_____

Milage Rate: \$_____

Parts Discount or Mark-up: _____

Must have on-site service available 24hour/365 days a year.

CONTRACT TERM

The period of performance for services received subject to this proposal and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of five (5) years on a year-to-year basis, based on annual available funding. The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after contract period. Prices are to remain in effect for the extent of the quote, any price increase should include a letter from the manufacture.

In compliance with this request for proposal number **24.124** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying proposal is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive proposing is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this proposal for the proposer.

Complete Legal Name of Proposer:

_____ Date: _____
Company Name

Address: _____
City State Zip Code

Signature: _____ Official Title: _____

Please print or type name clearly: _____

Telephone Number: _____ **Email Address:** _____

Federal Tax ID Number: _____

The period of performance for services received subject to this proposal and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of four months to end June 30th, 2024, based on annual available funding. Services are tentatively set to begin the date of City Council approval and run through June 2024, with option to renew up to four years.

- This agreement may be terminated by either party by giving a thirty (30) day written notice prior to the termination date. The City may stop services due to funding, lack of service needed, poor performance or any other reason deemed appropriate by the City of Broken Arrow. REPEATED DEFICIENCIES IN THE PERFORMANCE OF THE SERVICES LISTED ABOVE WILL BE DEEMED UNSATISFACTORY PERFORMANCE AND WILL LEAD TO CANCELLATION OF THE AGREEMENT FOR DEFAULT.
- The agreement may be amended or altered from time to time, either in part or in whole, by written agreement signed by each of the parties hereto.
- The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after the contract period until such time new proposals are sought.
- All Contractors desiring to provide generator service and repair need to become familiar with the site prior to submitting a proposal. The Contractor shall not be relieved from assuming all responsibility for properly estimating the cost of performing the services required due to failure of investigating the conditions or becoming acquainted with all services to be performed. **There will be a mandatory pre-proposal meeting on Tuesday, February 27th, 2024. Directly after the mandatory pre-proposal meeting a city representative will be available to tour any requested generator locations. Please meet at Broken Arrow Operations Building, 485 North Poplar Ave, Broken Arrow, OK, 74012 at 10:30 a.m. (CST) in room 117-C. Be prepared to transport yourself. ATTENDANCE (IN PERSON) AT THE PRE-PROPOSAL MEETING IS REQUIRED TO SUBMIT A PROPOSAL.**
- The contractor must make all attempts to safeguard City and its employee's personal belongings within the facility and not to damage the facility or any of its amenities or contents. The City reserves the right to collect for loss and damages that are incurred by the contractor during the service contract. Damages will subject to claim by the City under provisions of public liability and the contractor's insurance policy. **The City's Minimum Insurance requirements are included in this proposal. Proof of compliance must be included with your proposal.**
- Contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of The City of Broken Arrow.

- No award will be made until the City of Broken Arrow has had sufficient time to evaluate the proposals. The City of Broken Arrow reserves the right to contract in the best interest of the city.

IMMIGRATION COMPLIANCE:

- Contractor shall:
 - at all times during the term of this Contract, comply with all respects with immigration-related laws, statutes, ordinances, and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances, or regulations (collectively, the Immigration Laws”); and
 - properly maintain, during the term of this Contract, any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor’s employees; and
 - Verify the employment eligibility for all employees hired on or after July 1, 2008, through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract. and
- Contractor will indemnify, defend and hold harmless the City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor’s failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees utilized by Contractor.

BILLING:

- The City of Broken Arrow requires a single monthly invoice for all service included in this contract. All billing will be based on a calendar month.
- The Vendor shall submit with the invoice an itemized report showing, at minimum, the facility, location, supplies, and service provided.
- Billing shall be on or before the 15th of the month.

PROPOSAL SUBMISSION REQUIREMENTS:

Vendor must submit their proposal with the following information and shall follow all instructions and requirements contained in this proposal. Failure to submit a proposal on the provided forms for that purpose may be cause for rejection. Return of this complete document is required. Modification of or additions to this solicitation may be cause for rejection; however, the City of Broken Arrow reserves the right to decide on a case basis whether to reject such a proposal.

Proposal: Vendor must provide a written proposal indicating all services to be provided and the associated costs. This proposal shall meet the minimum requirements described above and, at contractors' discretion, may include other services that add value to their proposal. Any exceptions to the minimum requirements of this request for proposal shall be clearly described in the proposal.

Submit the proposal with the following documents attached:

- One (1) original proposal agreement (For all Generators) for review of legal terms and conditions: Submit with your proposal a sample agreement for the City to review.
- Vendor Qualifications Letter: On company letterhead, vendor must include a letter describing the age and location of business and vendor's qualifications, ability, and experience to perform this service, as well as an email address. It shall also state the total number of employees, to include any managers/supervisors planned to service this facility.
- References: Provide at least three references from the Tulsa/Broken Arrow metropolitan area where you currently provide services.
- Proof of insurance: See minimum insurance amounts required.
- Proposal Affidavit
- Interest Affidavit

CLIENT REFERENCES

Organization: _____

Address: _____

Contract Person: _____ **Phone:** _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contract Person: _____ **Phone:** _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contract Person: _____ **Phone:** _____

Date of Services: _____

Description/Scope of Services: _____

Organization: _____

Address: _____

Contract Person: _____ **Phone:** _____

Date of Services: _____

Description/Scope of Services: _____

City of Broken Arrow, Oklahoma
Minimum Insurance Amounts

Owners Liability Insurance:

Comprehensive General Liability (with Broadform GCL endorsement Per Accident.....	\$1,000,000.00
Bodily Injury, per person.....	100,000.00
Property Damage, per claimant.....	100,000.00

Public Liability, Other Than Automobile:

Personal Injury, per person.....	\$ 100,000.00
Personal Injury, per accident.....	1,000,000.00
Property Damage, per person.....	100,000.00
Property Damage, per occurrence.....	1,000,000.00

Automobile and Truck; Hired and Non-owned:

Personal Injury, per person.....	\$ 100,000.00
Personal Injury, per accident.....	1,000,000.00
Property Damage, per person.....	100,000.00
Property Damage, per accident.....	1,000,000.00

Employers Insurance:

Employees Liability, per accident.....	\$ 1,000,000.00
Comprehensive General liability per accident.....	1,000,000.00
Bodily Injury, per accident.....	1,000,000.00
Property Damage, per claimant.....	100,000.00

Workmen compensation:

Legal limits required by the State of Oklahoma

THIS BID IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

_____, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of _____, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this _____ day of _____ 20_____

My Commission Expires: _____
Notary Public (or Clerk or Judge)

**THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND
NOTARIZED**

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

_____, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and Sworn to before me this _____ day of _____
20_____

My Commission Expires: _____

Notary Public

RFP 24.124