Request For Proposal

Generator Service and Testing

City of St. Joseph, Department of Public Works 1160 Broad Street St. Joseph, MI 49085

I. Purpose

This Request for Proposal ("RFP") is to provide interested area **Vendors** with sufficient information to submit proposals for consideration by the City of St. Joseph ("City") in connection with its needs for **Annual Generator Service and Testing** at various lift stations and City-owned buildings.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience, and ability of assigned staff, completeness of the level of service proposed, and timeliness of service proposed by the bidder will be significant factors in the award of this contract. The final decision on the selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities or inconsistencies, or to take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at <u>www.sjcity.com</u>, or mailed by contacting the City Clerk.

REQUEST FOR PROPOSAL: **Generator Service and Testing** CLOSING DATE AND TIME: **3:00 pm, December 19, 2023**

II. Scope of Work & Bid Specifications:

This proposal is for a three-year contract, bidders will list in their proposal any yearly increases that may occur over the three-year life of this contract.

Provide initial and complete manufacturer's recommended service, including load bank testing on all of the below-listed generators.

Provide labor and materials required to perform the manufacturer's recommended annual service on the below-listed generators for a period of three years after initial service.

Provide the annual increase in pricing, if any, for labor and materials for recommended service visits.

Provide any trip charges, special call-out rates, overtime rates, material mark-up rates, or any other charges beyond what would be included in a normal annual service visit.

Provide the normal response time window on emergency repair call-outs.

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List of Generators

- 1. Fairways: 401 Golden Bear Ct, Cummins GGMA4639157 20KVA
- 2. Hawthorne: 1780 Hawthorne, Kohler 100RZG 113KVA
- 3. Island Point: 392 Anchors Way, Kohler 14RESA 12KW
- 4. Lake Street, Lake Street, Generac G007077-0 20KW
- 5. Upton Drive: Upton Drive, Cummins GGHD3370908 100KW
- 6. Vine Street: Vine Street, Cummins C25N6 25KW
- 7. Whitwam Drive: Whitwam Drive, Cummins C45N6 45KW
- 8. Trailer mounted: 1160 Broad Street, TecnoGen G100 100KW
- 9. City Hall: 900 Broad Street, Onan 35EK 35KW
- 10. Fire Station: 923 Broad Street, Onan 60ENA 60KW
- 11. Public Works 1160 Broad Street, Generac SG070 70KW

The successful vendor will follow all applicable state and local codes, OSHA safety requirements, industry best practice standards, and EPA regulations.

III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished and to <u>schedule an appointment to see the job sites</u>, contact David Linderman by email at: <u>dlinderman@sjcity.com</u>; or by telephone at (269) 985-0311 (Office) or (989) 965-0903 (Mobile).

IV. Addenda

In the event it becomes necessary to modify any part of this Request for Proposal, an addendum will be issued to all parties who received the original RFP.

V. Instructions to Bidders

1) Sealed bids are due at the St. Joseph City Clerk's Office no later than 3:00 pm, December 19, 2023.

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk Re: **Generator Service and Testing** 700 Broad Street St. Joseph, MI 49085

It is the sole responsibility of the bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the proposal. Any proposals received after the closing date and time will be returned unopened.

VI. Incurring Costs

The City is not liable for any costs related to the bidder's preparation of their proposal.

VII. Withdrawal of Proposal

Any bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of sixty (60) days after the closing date.

VIII. Opening of Proposals

Proposals will be opened publicly at **3:15 pm, December 19, 2023,** in the City Hall Commission Chambers.

IX. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the January 8, 2024, City Commission meeting.

X. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan throughout the term of the agreement, and provide proof of the same to the City:

- Worker's Compensation Insurance, including employers' liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurance shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess.

The stated insurance requirements should not be interpreted to limit the liability of the successful bidder.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

XII. Nondiscrimination

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.

XIII. Payment Terms:

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.