



REQUESTS FOR PROPOSAL (RFP)
EMERGENCY STAND-BY GENERATOR
PURCHASES: RFP- 2023-07-01

**SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR
EMERGENCY STAND-BY GENERATOR PURCHASES FOR THE CITY OF
SWEENY**

NOTICE TO RESPONDERS:

The City of Sweeny is accepting sealed proposals to purchase one (1) 80 KW electric emergency stand-by generator along with maintenance and repair contract for a generator to be located at one (1) facility as stated in this RFP and posted on the City's website: www.sweenytx.gov. Sealed proposals marked **EMERGENCY STAND-BY GENERATOR PURCHASES: RFP-2023-07-01** are to be submitted to:

Lindsay Koskiniemi
City of Sweeny, 102 W. Ashley-Wilson Rd., Sweeny, Texas 77480
(979)548-3321

REQUEST FOR PROPOSAL (RFP) SUBMISSION DEADLINE:
2:00 PM, FRIDAY, AUGUST 25, 2023

***** PRE-PROPOSAL SITE VISIT SCHEDULED: 10:00 A.M.,**
WEDNESDAY, AUGUST 16TH, 2023

The City of Sweeny would like to invite potential respondents to attend a site visit with staff at 10:00 am, Wednesday, August 16, 2023. Attendees will arrive at the Sweeny Community Center, 205 W. Ashley-Wilson Rd., Sweeny, Texas 77480. This site visit is intended for all prospective vendors to see the building where the generator will be located including pad location and to ask staff questions needed to submit a complete proposal.

Proposals will be received at the above address until 2:00pm, Friday, August 25, 2025, at which time bids will be opened. No emailed or faxed proposals will be accepted or considered. Proposals will be presented to Sweeny City Council for approval on Tuesday, September 5, 2023.

Proposal envelopes should be clearly marked, “**RFP – Emergency Stand-by Generator Purchase: RFP-2023-07-01**”. Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. The City of Sweeny will not be responsible for delivering mail from the post office. The City of Sweeny will not be responsible for proposals delivered to any location other than the one specified on the page before. Respondents are encouraged to hand deliver their proposals well ahead of opening time.

The City of Sweeny reserves the right to reject any or all proposals submitted.

The City of Sweeny is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

SCOPE:

1. It is the intention of the City of Sweeny to purchase one (1) natural gas-powered electric generators for Fiscal Year 2022-23, beginning October 1, 2022, and ending September 30, 2023.
2. The City of Sweeny requires an emergency stand-by generator to power its Community Center, also designated at the Emergency Operations Center (EOC) in the event of a power outage.
3. The Community Center / EOC currently has no generator.
4. The site will need a concrete pad, conduit and a Generac or similar transfer switch, and a fence installed to enclose and secure the generator.
5. The City of Sweeny requires at least a one (1) year warranty for parts and labor.
6. In addition, the City of Sweeny requests proposals for maintenance and repairs for a period of five (5) years from date of installation to be included and remote monitoring to be provided as an alternate bid item. The City of Sweeny will have the right and option to terminate the contract upon thirty (30) days written notice.

CITY’S CONSIDERATION OF BIDS

The City of Sweeny will evaluate bids on the basis of the following criteria:

CRITERIA	CONSIDERATION
COST	50%
PRODUCT SPECS	10%
WARRANTY OF 1 YEAR OR MORE	10%
COMPLIANCE WITH RFP	10%
HUB STATUS	10%
REFERENCES	10%

PREPARATION OF BID

Bids MUST give full firm name and address of bidder and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county, state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Sweeny.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval by the City of Sweeny.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to do so will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Sweeny. Bidder must keep City of Sweeny advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications / requirements, authorizes the City of Sweeny to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Sweeny reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Sweeny.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

FEDERAL REGULATION 41 C.F.R. PART 60-1.4(b):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor'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 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ADDENDA

Bidder shall carefully examine the bid forms, specifications / requirements, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications / requirements, or other documents, or should he / she be in doubt

as to their meaning, he / she should notify the City Manager or Assistant City Manager at once, (Sweeny City Hall, (979)548-3321 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental. Instructions shall be in the form of written addenda which shall become a part of the contract documents. Said addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective bidders. All addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the bidder(s) responsibility to ensure that they have received all addenda in respect to this project.

Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each addendum which shall be made part of their bid submittal. Bidder(s) signature on addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Sweeny and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums will be made available online at www.SweenyTexas.org under bids.

CUT OFF DATE FOR QUESTIONS IS MONDAY AUGUST 21, 2023 AT 5:00 P.M.
QUESTIONS MUST BE SUBMITTED TO LINDSAY KOSKINIEMI AT CITYMANAGER@SWEENYTX.GOV

TERMS OF PAYMENT

Upon receipt of the invoice, payment will be within 30 days. The invoice must be itemized as much as possible.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the City of Sweeny.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders

via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Sweeny in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Sweeny reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Sweeny.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, Choice Partners, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Sweeny may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Sweeny shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

If mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Sweeny reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Sweeny, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice; the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Brazoria County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Brazoria County, Texas. IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that

might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Sweeny not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ

go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/> .

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: 1) does not boycott Israel; and 2) will not boycott Israel during the term of the contract.

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
2. the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No City official or employee shall have an interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- Conflict of Interest Questionnaire
- HB 89 Verification Form
- SB 13 Verification Form
- SB 19 Verification Form

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Sweeny.

INSURANCE

1. The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
2. The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
3. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements

<u>Type of Coverage</u>	<u>Limits of Liability</u>
<u>Worker's Compensation</u>	Statutory Coverage
<u>Employer's Liability</u>	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
<u>Comprehensive General Liability</u>	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
<u>Comprehensive Auto Liability</u>	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
<u>City's Protective Liability</u>	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Sweeny as an Additional Insured. Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the

Contract, the Contract shall automatically terminate.

REFERENCES

A minimum of three (3) references from current commercial and/or governmental accounts are to be submitted with proposal. Names and phone numbers of contact person at each commercial and/or government account must also be included. Additionally, the Better Business Bureau will be contacted for professional reference.

RFP SUBMITTAL SCORING

Each proposal submitted will be reviewed by a panel of City Staff. Once proposal has been reviewed for completeness and references checked, Staff will rank the proposals using a scoring matrix. The top proposal will be recommended to City Council for approval. Scoring matrix:

<u>CRITERIA</u>	<u>CONSIDERATION</u>
COST	50%
PRODUCT SPECS	10%
WARRANTY OF 1 YEAR OR MORE	10%
COMPLIANCE WITH RFP	10%
HUB STATUS	10%
REFERENCES	10%

REQUIRED FORMS

The following pages contain the forms that must be completed and submitted with your proposal.

**CITY OF SWEENY
REQUEST FOR BIDS
FOR
PURCHASE OF ONE (1) EMERGENCY STAND-BY GENERATOR**

BID NO. 2023-07-01

BID OPENING DATE: Friday, 08/25/2023 at 2:00 PM

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Sweeny to contract for the following: **PURCHASE ONE (1) NEW EMERGENCY STAND-BY GENERATOR.**

SPECIFICATIONS FOR THE PURCHASE OF ONE (1) NATURAL GAS-POWERED ENGINE, 80KW GENERATOR INSTALLED AT THE DESIGNATED LOCATION

Please read your specifications thoroughly and be sure that the generator offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted, and you are the successful bidder, it will be required that the generator is furnished as specified. You may add additional pages as needed.

COMMUNITY CENTER / EMERGENCY OPERATIONS CENTER (EOC) GENERATOR

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Stand-by Generator 80KW

- UL 2200/UL Certified
- Standby rated, 120/240V, 3 phase, 4 wire, 60 hz
- Electronic Isochronous Governor
- 50 degrees Celsius / 122 degrees united mounted radiator
- Controller with integral thermal overload protection, remote E-stop switch 2 input / 5 output programmable module for remote indication.
- Standard Limited Warranty
- Installation warranty for labor
- Corrosion-proof sound enclosure
- Runs on Natural Gas or Propane
- Delivery to generator site location, offload and placement
- Startup, onsite testing, owner training, warranty initiation and installation at designated location
- Battery and battery installation

(1) Automatic Transfer Switch- 800 Amps

- Three pole, 240V, three phase
- Standard limited warranty
- Corrosion resistance enclosure
- Installation including mounting

Generator and Auto Transfer Switch Installation

- Poured concrete pad along back wall (south) of the Community Center and to the west of the of the ground A/C units. Pad approximately 60" x 140" x 8"
Electrical installation – labor and materials to include:

1. Rework existing electrical service to allow for auto transfer switch installation.
 2. New main disconnect for utility service to be installed.
 3. Complete connections from ATS to generator
 4. All copper wiring.
- Plumbing: Running & connecting lines to generator.
 - Construct 6' privacy fence with access gate around pad site.
 - Initial fill of diesel tank
 - Deliver equipment to site and set / secure generator in place.
 - Coordinate installation with Texas – New Mexico Power (TNMP) and ATS approval.
 - Startup and testing with site load.
 - Training for city staff members for operation and basic maintenance.
 - Warranty for labor and materials for at least 1 year.

WARRANTY: Please Specify

WARRANTY SERVICE PROVIDER: Provide Physical Address and Contact Phone Number

One (1) Operators and Maintenance/Parts Paper Manual and
One (1) Operators and Maintenance/Parts Digital Copy shall be included.

BID ALTERNATE (1) : Annual Routine Maintenance Contract – 5 Years:

Please Specify Terms: _____

BID ALTERNATE (2): Remote Monitoring:

Please Specify Terms: _____

NO LOGOS OR ADVERTISEMENT OF ANY KIND ON ANY PART OF EQUIPMENT EXCEPT MANUFACTURER.

DATE

SIGNATURE

TYPE/PRINT NAME

TITLE

LEGAL COMPANY NAME

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Sweeny, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Sweeny should examine the following:

- Are any employees or board members of the organization,
 - a City of Sweeny employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Sweeny employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Sweeny:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Sweeny Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

I have no conflict of interest to disclose.

I have the following conflict of interest to disclose:

Date:

Company/Vendor Name

Printed Name and Title:

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

1) Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
 2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

1) *A firearm means:*

- a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
- b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

2) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*

- a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE