



CITY OF SOCORRO
REQUEST FOR PROPOSALS

RFP # 23-06

**Request for Proposal (RFP) for Purchase and Installation of a 100 to
120 KW Natural Gas Stand-by Generator**

Contact: Lt. Eddie Smith
Socorro Police Department
240 North Moon Rd.
Socorro, TX. 79927
915-858-6986 or (915) 249-1171
Email: esmith@costx.us

RFP Issuance: June 5, 2023

RFP Response Deadline: June 5, 2023, 2:00 PM M.S.T.

**PRE-BID INSPECTION - Call Lt. Eddie Smith (915) 249-1171 to Schedule a viewing of the Location to take
measurements.**

1.1 GENERAL

The City of Socorro Texas is soliciting Requests for Proposals to provide a 100 to 120 KW Natural Gas Stand-by Generator to the City of Socorro, Texas. The Request for Proposals is due by June 16, 2023 AT 2:00 PM (MOUNTAIN TIME). Request for Proposals must be marked with a description on the lower front left corner of the envelope “Stand-by 100 to 120 kw Natural Gas Generator”. Statements may be hand-delivered to the following location:

City of Socorro c/o City Clerk
Attn: Olivia Navarro, City Clerk
124 South Horizon Blvd.
Socorro, TX 79927
(915) 858-2915

Any proposal received after the stated closing time will not be accepted. RFPs sent by mail must be received by the City of Socorro no later than the deadline provided above.

Until the final award of a contract by the City of Socorro, the City reserves the right to reject any and/or all proposals, waive technicalities to re-advertise, and proceed otherwise when the city's best interest will be realized hereby.

RFPs must be signed by someone having the authority to bind the entity submitting the proposal.

Questions concerning this RFP, including all technical, contract, or administrative inquiries regarding the services required herein, must be directed (via email or in writing) to:

City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
Attn: Olivia Navarro, City Clerk
Email: cityclerk@costx.us

Written questions on this RFP must be received by the City of Socorro by the local El Paso time and date first noted on the title page of this RFP, above.

Questions (edited as deemed appropriate by the City of Socorro) and answers may be made available to all interested parties via posting on the City of Socorro’s website (www.costx.us) by the City of Socorro on the date first noted on the title page of this RFP, above. Proposers are responsible for monitoring the City of Socorro’s website for periodic updates.

The RFP shall be submitted in the following format:

1. Four printed copies. Including one PDF copy, not exceeding 5MB, on a USB shall be provided.
2. The RFP shall be limited to no more than ten (10) total pages including the proposal

cover letter. The 10 pages do not include the proposal cover, table of contents, required attachment forms, or section dividers. Pages may be configured horizontally or vertically and shall be formatted to print on 8.5 x 11 letter-sized paper without scaling, with minimum 1/2-inch margins and minimum 10-point text.

3. The proposal shall be accompanied by a one-page cover letter that shall be bound with the proposal as the first page after the front cover. The proposal shall reference company history and any previous similar work conducted.

A pre-bid inspection can be requested at the Project Site no later than March 10, 2023. Contact Lt. Smith at (915) 249-1171.

1.2 RFP TIMELINE

The following projected dates are set forth for your knowledge and understanding:

Item	Deadline
Proposal Due	June 16, 2023, 2 PM
Equipment ordering	Equipment delivery date must be within 90 days due to this being an Emergency Service Center

1.3 NAME OF PROJECT

Purchase and Installation of a 100 to 120 kw Stand-by Natural Gas Generator.

1.4 OWNER/BUYER

The City of Socorro, Texas (the “City” or “COS”) is a community of more than 34,500 people. Socorro is located in El Paso County, Texas, and lies southeast of El Paso, Texas, only 15 miles from downtown El Paso. The community was founded in the 1680s, but the City of Socorro, Texas was incorporated in 1985. Over the past decade, Socorro has experienced rapid population growth as evidenced in U.S. Census data. It is the second-fastest-growing city in El Paso County.

Socorro, Texas has deep roots as a small community and still retains a hometown feel that attracts young families. Socorro is widely considered the next major El Paso MSA population base with a median age of 28 years and a median household income of \$38,111. Socorro offers a quality of life amenities, with 10 City-maintained parks, over 46 acres of City-owned parkland, and 7 undeveloped parks that also serve as stormwater retention areas measuring over 26 acres. Socorro residents have a high service level expectation from the city, which the City consistently strives to exceed.

1.5 PROJECT SITE

Socorro Police Department
Emergency Communications Center
240 North Moon Rd.
Socorro, TX 79927

Site Visit Appointments – Contact
Lt. Eddie Smith @costx.us (915)249-1171

1.6 TYPE OF BID

Firm Fixed Design/Build

1.7 SUMMARY OF WORK

This design project consists of ordering a 180 to 200 kw natural gas stand-by generator, trenching for gas line connection and installing generator to supply stand-by power to three building when power goes out due to natural or man-made causes

1.8 EVALUATION AND AWARD

The City of Socorro does not obligate itself to accept the lowest or any proposal and reserves the right to reject any or all proposals, and to waive any formalities, informalities, and minor deviations in any proposal. The following criteria, as a minimum, will be used to evaluate proposals.

Item	Criteria	Weight
1	Cost	40%
2	Product guarantee and warranty	10%
3	Availability and proposed timeline to complete	10%
4	References	10%
5	Customer service	20%
6	Proof of meeting national standards	10%

1.9 INSURANCE REQUIREMENTS

The Contractor and any subcontractors if not covered by the Contractor, shall maintain the following minimum coverages for the duration of the contract. The Certificates of Insurance shall name the City as additionally insured party as its interests may appear. All policies shall be non-cancellable without 30 days prior written notice from the insurance carrier to the City.

Workers’ Compensation: Workers’ compensation insurance at minimum of \$500,000 for any one occurrence, in accordance with the laws of the State of Texas and any other state in which it is performing the Contract Scope of Work.

General Liability Insurance: Commercial general liability written on an occurrence form with limits of not less than:

- \$1,000,000 Each Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$50,000 Damages for Premises Rented to You

Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

Automotive Liability: Automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contracted project. Limits of coverage shall be in the amount required by any applicable state law.

Indemnification

The Contractor shall defend, indemnify and hold the City and its elected officials harmless against: any injury, death, loss, suit or claim, including expenses and attorneys' fees arising from any negligent action or omission on the sole part of Contractor and its Subcontractors in connection with the project.

1.10 CONTRACTING

The Contractor, prior to being awarded a contract, shall be licensed and registered as a contractor with the State of Texas. The contract will not be executed until the Contractor is registered with the State of Texas. The successful Contractor will be expected to execute sub-agreements for each subcontractor named in the proposal upon award of this contract.

Prior to signing the contract, the Contractor shall provide the City with a completed W-9 form and provide proof of Insurance Coverage in accordance with this Request for Proposal requirements for the Contractor and any subcontractor. The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any firms, they may appeal in writing to the City of Socorro, City Council, c/o City Manager, 124 South Horizon Blvd. Socorro, TX. 79927. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City Council is final.

The cost of preparing, submitting, and presenting is the sole expense of the Contractor. The City reserves the right to reject any and all proposals received as a result of this solicitation or to cancel this RFP in part or in its entirety if it is in the best interests of the City. This Request for Proposals in no way obligates the City to award a contract.

1.11 REFERENCES

The Contractor shall provide three (3) current references in the Proposal. References provided shall include the customer's company name, title, email address and phone number of the point of contact who can verify that the Contractor has successfully provided the services as defined in this RFP. It is the Bidders responsibility to check the City website for any RFP Addendums.

1.12 TIMELINE

The Contractor shall include a project implementation timeline, including project start and completion dates, and as much of a detailed schedule of work as possible to meet the deadlines specified in the **RFP Timeline, Section 1.2** above.

2.1 SITE EXAMINATION

Each Bidder will be held to have examined the premises. No allowance will be made subsequently in this connection on behalf of a Contractor for an error or negligence on his/her part. The Contractor is responsible for verifying the information given in these documents.

2.2 GUARANTEE AND WARRANTY

Warranty period must be a minimum of 5 years from date of issuance of Certificate of Substantial Completion. Provide Electronic Warranty Documents.

2.3 CODES, ORDINANCES, INSPECTIONS, AND PERMITS

Work is to be executed and inspected in accordance with local, state, and federal codes, laws, ordinances, rules, and regulations applicable to a particular class of work. Any required permits and inspections shall be obtained by the Contractor.

2.4 COMPLETION OF WORK

A. Operation and Maintenance Manual – A bound manual shall be prepared in duplicate containing a complete repair parts list and operating, service, and maintenance instructions if not covered under warranty. Provide an electronic copy as well.

B. Upon notification by the Contractor, the Consultant will witness the final testing of the generator and, if found acceptable, approve as complete.

2.5 UNIT COST INFORMATION

Supplier must include the cost of individual components in line-item pricing. Supplier must quote unit prices for individual items specified and guarantee said unit price (+freight and installation) for additional purchases for one year following sign-off and/or beneficial use and occupancy. Failure to provide this information may cause Supplier's proposal to be eliminated from the decision.

2.6 SALES TAXES

Sales taxes **are not** to be included in unit pricing. A tax exemption certificate/number will be provided to the selected supplier.

2.7 PAYMENT TERMS

Standard terms shall be 90% NET 30 days after satisfaction and acceptance of completion with 10% retention to be released upon final satisfaction and acceptance of completion. If delivery and installation spans multiple billing periods, the customer will authorize payment of partial invoices submitted based on the vendor's standard terms and conditions and substantial completion (suitable for occupancy and use) of workstations in each installation segment.

2.8 CHANGE ORDERS

Any change orders require prior approval. There shall be no changes in work or materials by the contractor without issuance of an approved written change order.

2.9 ADDITIONAL SERVICES

Please list the additional services your company is able to provide for this project and what are the related charges for those services.

2.10 TERMINATION OF CONTRACT

The contract may be terminated by the City of Socorro, at any time, for the City's convenience and without cause.

2.11 INDEPENDENT CONTRACTOR STATUS

The Contractor agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

2.11 NONDISCRIMINATION

In connection with the performance of work under this agreement, the Offeror agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

PLEASE READ THE FOLLOWING ATTACHMENTS FOR THE RECOMMENDED SPECIFICATIONS FOR THE 150 KW STAND-BY NATURAL GAS GENERATOR AND ANSWER QUESTIONS WITH ABILITY TO COMPLY WITH SAID SPECIFICATIONS AND/OR IDENTIFY EXCEPTIONS AND ATTACH TO THE RFP.

NOTICE TO VENDORS:

Effective January 1, 2016, Texas Government Code Section 2252.908 requires persons who enter into contract with a government entity to submit a disclosure of interested parties (**Form 1295**) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

Use the following link to access filing instructions:

SB 252 COMPLIANCE

Effective: September 1, 2017

Verification

I, being over the age of eighteen years and in my official capacity representing an entity that is a party to this contract with the City, hereby swear and verify under oath that:

- (1) Entity does not engage in business with or in the countries of Sudan or Iran, and
- (2) Entity does not engage in business with terrorist organizations.

Company/ Entity:

Signature of Representative and Title:

Date:

HB 89 COMPLIANCE

Effective: September 1, 2017

**SWORN VERIFICATION OF STATEMENT REGARDING:
ISRAEL BOYCOTT
AND
PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH
IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. 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>.

Company/ Entity:

Signature of Representative and Title:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>Name of persons who have a business relationship with the local governmental entity.</p>	Date Received	
<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.		
<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of the person doing business with the governmental entity

Date