

Request for Proposal (RFP) – Repair and Reconstruction of Stationary Diesel Engines

Introduction

- A Delano Municipal Utilities (DMU) is seeking proposals for the repair and reconstruction of the Services described in *RFP Schedule 1 – Statement of Requirement*.
- B Each Bidder to this RFP is expected to:
- (i) fully inform themselves on all aspects of the work required to be performed;
 - (ii) submit its proposal on the template provided at *RFP Schedule 2 – Proposal*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
 - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirement* and with due note of *RFP Schedule 5 – Evaluation Criteria*.
- C Each Bidder, by submitting its proposal, agrees that the proposal is subject to the RFP Schedule 4 – Standard Conditions of Proposal, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any Contract will incorporate the DMU policies and guidelines identified in RFP Schedule 3 - Special Conditions of Proposal and the contract at RFP Schedule 6 - Standard Contract Conditions.
- D Bids from contractors based in non-utility affiliated organizations may be considered. However, priority is given to suitably qualified bidders with electric utility and public power experience.

Structure of the RFP

The RFP has six parts:

- **Schedule 1: Statement of Requirement**
- **Schedule 2: Proposal Template**
- **Schedule 3: Special Conditions of Project Proposal**
- **Schedule 4: Standard Conditions of Request for Proposal**
- **Schedule 5: Evaluation Criteria**
- **Schedule 6: Standard Terms**

RFP Schedule 1 – Statement of Requirement
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Key Dates and Details

Event	Dates
Closing Time for submission of Proposals	EOB (4:30pm Central) 4/30/19
Method to Submit Proposal	Proposals must be submitted in electronic copy,
Contact	Paul Twite General Manager Delano Municipal Utilities 11 Bridge Ave W Delano, MN 55328 (763)972-0557 ptwite@delanomn.us
Expected execution date of Contract	5/30/2019

1. Background

In July of 2018, DMU experienced a fire on the roof of the power plant during generator verification testing. The fire was immediately extinguished and caused very little physical damage to the stationary power generating units. Unfortunately, the resulting water used in extinguishing the fire created significant damage to the generating units and control switchgear. The Fairbanks Morse units vary in age from 1960's to 1980's but most all use the 38D-8 1/8 engine block.

2. Objectives of the project

This project will repair mechanical damage and excessive wear on the reciprocating diesel engines. These repairs will allow the engines to function within factory tolerances and specification for the duration of their useful life.

3. Scope of Services

Unit #1 FAIRBANKS Morse 36

Water in oil needs complete teardown – optional bid / Alternate 1

Unit #2 Fairbanks Morse 38TD 8 -1/8 S# 7ML5665001

1. Fuel system should be tested and repaired as needed (nozzles and pumps)
2. Replace rubber boot on water inlet pipes with steel coupling
3. Air transition plenum leaking at round gasket
4. (SOLBERG) crank case emission pump
5. Fuel filters
6. Oil filters
7. Tube oil filter and strainer housing vent lines

Unit #3 Fairbanks Morse 38D 8-1/8 S# 912901

1. #5 lower piston rings
2. Install keney valves
3. Fuel system should be tested and repaired as needed (nozzles and pumps)
4. Generator needs to be pulled out
5. Tube oil filter and strainer housing vent lines

Unit #4 Fairbanks Morse 38D 8-1/8 S#38D871085DFS10RM

1. Re-ring engine and mic liners
2. JWP .040 backlash needs to be replaced
3. Machine .100 of check valve to relieve pipe stress
4. Blower is .013 rotors are already touching, needs to be rebuilt

5. Remove gas system (gas valves, piping & tappets) install keney valves / ball checks
6. Fuel system should be tested and repaired as needed (nozzles and pumps)

Unit #5 Fairbanks Morse 38DD 8-1/8 S#38D872056DFS12RM

1. Re-ring engine and mic liners
2. VD's need to be replaced
3. JWP .065 backlash needs to be replaced
4. Remove gas system (gas valves, piping & tappets)install keney valves / ball checks
5. Fuel system should be tested and repaired as needed (nozzles and pumps)

3.4 Qualifications of Bidder

The Bidder, through its written proposal, will need to describe its approach to delivering the Services, demonstrating appreciation of the key issues and stakeholders for achieving the objectives and having an appropriate methodology and work plan for delivering the Services in the specified timeframes.

The Bidder will also need to provide evidence of ability and experience to undertake the specified objectives/duties in this Request for Proposal, including:

- *evidence of a breadth and depth of knowledge of Fairbanks Morse technology;*
- *experience working broadly with public power municipal organizations;*
- *knowledge of reciprocating diesel engine best practices from outside DMU to lend to the project;*
- *proven analytical, research and plain English report writing skills.*

4. Payment

4.1 Subject to the satisfactory completion of the Services, DMU shall pay the selected Contractor NET 30 or as required by terms of service.

5. Standards and Best Practice

Contractor shall use current standards of practice to execute repair work in a timely and reasonable fashion.

RFP Schedule 2 – Proposal Template (to insert company logo)

Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

Instruction to Bidders:
 Ensure your response covers off on the evaluation criteria identified in Schedule 5 - Evaluation Criteria.

Bidder's Details

Full legal name and postal address:

Business registration number (if applicable):

Contact Officer

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

Proven Capacity

Statement of Skills and Experience

Instruction to Bidders:
 Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

Specified Personnel (if applicable)

Instruction to Bidders:
 List who will do what. Attach CVs where appropriate. Note that any fees shown in this table form part of the pricing itemised budget below – they are not additional. If no Specified Personnel insert "Not applicable".

Name	Position/Role	Rate (\$USD, inclusive of taxes)	Anticipated Time	Total for Person
Total (inclusive of tax)				\$USD

Subcontractors

Instruction to Bidders:
 Bidders must provide (in the form of the table below) details of any subcontractors that the Bidder proposes to engage to deliver the Services and an explanation for using subcontractors. If no subcontractors will be used insert "Not applicable".

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WATER & ELECTRIC SERVICE

Proposed subcontractor (full legal name)	Scope of services to be subcontracted and technical significance	Fees and associated expenses (inclusive of tax)

Pricing

1. Itemised budget (all pricing must be inclusive of taxes)

Instruction to Bidders:

Prepare a detailed itemised budget in your proposal, including specification of:

- Consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project;

If there are reimbursable items in your proposal (if stated in the RFP Schedule 1), refer to the Guidebook on APEC Projects that sets out guidelines for reimbursable items.

Conflict of Interest

Instruction to Bidders:

This is a mandatory field, a response is required. If there is no conflict of interest then state that.

If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the Bidder entered into a contract with the APEC Secretariat for the Services in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

Standards and Best Practice

Instruction to Bidders:

If there was a requirement in Schedule 1, you must respond here.

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GENERAL

Bidders should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in United States of America Dollars.

1. DMU's RIGHT TO DECLINE

DMU, at its discretion, may discontinue the RFP; decline to accept any proposal; decline to issue any contract; or satisfy its requirement separately from the RFP process.

2. CHANGES TO REQUEST FOR PROPOSALS

DMU may, at its discretion, vary the Request for Proposals before the Closing Time. Changes will be posted on the DMU website as a Revision, beside the original RFP. The Bidder is encouraged to regularly monitor the DMU website to ensure they access any Revisions that may be released.

3. CONTRACT

If the Proposal of the Bidder is accepted by DMU, the Bidder shall execute a contract in a standard form ("the Contract") within the time period specified by DMU. See Standard Contract Conditions at RFP Schedule 6, which will form part of the Contract.

4. REFERENCES

As part of the evaluation of proposal process, DMU, at its discretion, may request from the Bidder information on past projects/experience claimed in the Bidder's proposal, including contact details for referees.

5. INSURANCE

The Bidder must ensure that it and its subcontractors maintain insurance policies relevant to the delivery of Services identified in this RFP, in the event that the Bidder is awarded the contract.

RFP Schedule 5 – Evaluation Criteria

EVALUATION CRITERIA

1. A successful bidder will be judged on the following evaluation criteria:

(a) **THE ORGANISATION:**

Demonstrated ability to provide adequate management and support to deliver the Services.

(b) **EXPERIENCE WITH PUBLIC POWER AGENCIES**

Demonstrated experience working broadly with all municipal utilities and familiarity with public power efforts.

(c) **APPROACH TO THE SERVICES:**

Demonstrated appreciation of the key issues and risks to achieve the objectives as outlined in the RFP.

Appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

(d) **TECHNICAL SKILLS:**

Proven technical skills on similar past projects.

(e) **PROPOSAL COST:**

Appropriate qualifications, experience and skills of personnel and team balance to implement the Services with a reasonable budget.

RFP Schedule 6 –Standard Contract Conditions

DMU AND THE CONTRACTOR AGREE TO THE FOLLOWING:

SPECIAL CONDITIONS

1. Scope of Services:

1.1 Description of Services
(hereinafter referred to as “the Services”)

1.2 Expected Outputs and Timelines

Milestone Payments Schedule (if applicable)

Standard Conditions

3. PARTIES

3.1 The Parties to this contract are DMU and the Contractor.

4. INVOICES

4.1 The Contractor shall submit certified invoices to DMU to claim payment for Milestones and approved Reimbursement cost items. Original or electronic copies of the invoices may be submitted.

4.2 Invoices shall include the following information:

- 4.2.1 full name and number of project;
- 4.2.2 name of Contractor;
- 4.2.3 invoice date and invoice number;
- 4.2.4 description of services provided and associated dates;
- 4.2.5 charges and payments for previous invoices;
- 4.2.6 charges for billing period;
- 4.2.7 detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder’s name and number;
- 4.2.8 billing by company/organization rather than individual requires the official letter head of the company/organization;
- 4.2.9 a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this Contract, and the costs being billed are true and correct and have not been previously paid; and
- 4.2.10 the invoice should be accompanied by an endorsement by the Project Overseer that the services have been satisfactorily completed.

6 EXAMINATION OF RECORDS

6.1 Upon request, the Contractor shall provide DMU or its designated entities/persons with access to any materials relevant to the Contract, including the following:

- 6.1.1 electronic documents;
- 6.1.2 financial books;
- 6.1.3 documents;
- 6.1.4 papers; and
- 6.1.5 other records which document transactions related to the Contract.

6.2 The Contractor's obligation to provide access commences from the date on which the Contract is made and continues for a period of three (3) years following the completion of the Services.

7 ASSIGNMENT

7.1 The Contract is intended to cover a relationship between the Parties only. The Contractor shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of DMU.

8 CHANGES TO CONTRACT

8.1 DMU and the Contractor may change the terms of the Contract by written agreement only.

9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

9.1 If the Contractor, its employees, agents or contractors directly or indirectly causes any loss or damage to person or property during the performance of the Contract, the Contractor will bear all liability on behalf of DMU. If someone makes a claim against DMU (whether during or after the completion and/or termination of the Contract) for any loss or damage to person or property directly or indirectly caused by the Contractor, its employees, agents or contractors during the performance of the Contract, the Contractor must indemnify and hold DMU harmless from and against any and all loss, damage or liability, whether criminal or civil, suffered by DMU in connection therewith and reimburse DMU for any costs it has incurred in connection therewith (including actual legal costs on a full indemnity basis) whether during or after the completion and/or termination of the Contract.

10 DEFAULT

10.1 A Default is anything DMU considers to be a significant breach of the Contract including:

- 10.1.1 failure to perform an obligation under the Contract within the agreed time; or
- 10.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.

10.2 In the event of a Default by the Contractor, DMU shall write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, DMU may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

10.3 Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies DMU may have in relation to the Default.

11 RIGHTS IN DATA

- 11.1 If intellectual property or confidential information is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).
- 11.2 DMU shall own all intellectual property and confidential information that it creates in relation to the Services. DMU shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, DMU shall own the following:
 - 11.2.1 all data resulting from performance of the Contract, regardless of its form, format, or media;
 - 11.2.2 all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
 - 11.2.3 all data delivered under the Contract making up manuals or instructional and training materials;
 - 11.2.4 all processes provided for use under the Contract; and
 - 11.2.5 all any other data delivered under the Contract.

12 INSURANCE

- 12.1 The Contractor shall maintain and pay all premiums in respect of an insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as DMU may from time to time prescribe.

13 SUSPENSION OF SERVICES

- 13.1 DMU may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. DMU has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. DMU and the Contractor shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

14 TERMINATION BY DMU

- 14.1 DMU may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. If this Contract is terminated, the APEC Secretariat and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor
- 14.2 Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by DMU.
- 14.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the Project Overseer of the actual costs the Contractor has incurred.

- 14.4 If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may in its sole discretion determine the amount, if any, due to the Contractor following the termination.
- 14.5 Upon termination of the Contract, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.
- 14.6 Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Contract.

15 COMMUNICATIONS

- 15.1 All communications relating to this Contract shall be in writing and may be delivered:
- 15.1.1 personally;
 - 15.1.2 by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
 - 15.1.3 by email.

16 REASONABLENESS

- 16.1 The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract.
- 16.2 The Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

17 PARTNERSHIP

- 17.1 This Contract does not create a partnership between the APEC Secretariat and the Contractor.

18 FORCE MAJEURE

- 18.1 A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or DMU and which makes it impossible to perform an obligation under this Contract, including the following:
- 18.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - 18.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilization, requisition, or embargo;
 - 18.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war.