

Request for Proposal

Kaw Exciter Replacement

July 13, 2023

The Oklahoma Municipal Power Authority is a governmental agency of the state of Oklahoma and as such is subject to the Oklahoma Open Meetings Act, 25 O.S. §§ 301, et seq., and the Oklahoma Open Records Act, 51 O.S. §§ 24.A.1, et seq.

ADVERTISEMENT FOR BIDS

BID OPENING: (1500 hours) 3:00 PM CENTRAL TIME, August 31, 2023

The Oklahoma Municipal Power Authority ("OMPA") is requesting Bids in accordance with the terms of this Request for Proposal ("RFP") for:

PROJECT: KAW EXCITER REPLACEMENT

Bids must be delivered to The Oklahoma Municipal Power Authority offices in Ponca City, Oklahoma. Bids will be publicly opened and read aloud at the date and time listed above. Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays, and holidays) before the time set for the opening of the Bids, and Bids received after the time set for the opening of the Bids, will not be considered. All interested parties are invited to attend.

Bids must be submitted in a sealed envelope marked: "Sealed Bid – Contract: Kaw Exciter Replacement" and addressed to:

William M. Ivie, Power Production Engineer
1420 N. Union Street
Ponca City, Oklahoma 74601

OMPA will accept questions regarding this RFP until August 23, 2023 at (1500 Hours) 3:00 PM Central Time. Responses to all questions posed will be made on the OMPA website.

A mandatory pre-bid meeting for prospective Bidders will be held at 1000 hours, on August 3, 2023 at the Ponca City Plant, 1420 North Union Street, followed by a job site examination located at 9683 Fishermen's Bend Rd, Ponca City, OK. All Bidders who plan to submit bids must attend the pre-bid meeting.

All statements made by OMPA at the pre-bid meeting and the job site examination meeting are informational only.

Each Bid must be submitted in accordance with the "Requirements for Bidding and Instructions to Bidders" contained in this RFP. Each Bid must be accompanied by a certified check, cashier's check, or bid bond equal to five percent (5%) of the Bid. Each Bid must include a completed Non-Collusion Affidavit and other required documents, as stated in the RFP.

If OMPA, in OMPA's sole discretion, elects to award a Contract pursuant to this RFP, the prevailing Bidder will be required to provide acceptable security as required by Oklahoma law, in an amount equal to their bid assuring performance, payment, and warranty of the project.

An electronic copy of this RFP may be found at: www.OMPA.com

All Bidders have a duty to monitor the OMPA website for written addenda to the RFP. Bidders will be bound by the terms of the RFP, as amended.

A complete set of Bid Documents can be found at www.OMPA.com or may be obtained by contacting:

William M. Ivie
Power Production Engineer
PCRP/KAW/CDLEC
1420 N. Union Street
Ponca City, Oklahoma 74601
e-mail: wivie@ompa.com
Ph: (405)359-2567
Cell (918)824-5814

David W. Huff
Plant Manager,
PCRP/KAW/CDLEC
1420 N. Union Street
Ponca City, Oklahoma 74601
e-mail: dhuff@ompa.com
Ph: (405)359-2581
Cell: (580)382-1545

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Exceptions to Contract Limited to Exceptions Statement: By submitting a Bid, all Bidders acknowledge and agree that all exceptions to the Contract must be specifically listed in the Exception Statement, and that OMPA will not consider any exceptions to the terms of the Contract that are raised by a Bidder after its Bid is submitted, and the Bidder will be deemed to have accepted the Contract as included in this RFP.

DEFINITIONS

1. "Addendum" means any addition, clarification, revision, or change to this RFP, as published on the OMPA website, which may alter the terms of this RFP. "Addendum" includes any response to questions posed to OMPA by prospective Bidders, as published on the OMPA website.
2. "Bid" means the formal proposal submitted by a Bidder in response to this RFP.
3. "Bid Documents" includes the RFP, the Requirements for Bidding and Instructions to Bidders, the Bid forms, the Specifications, the Contract, and any Addenda issued prior to receipt of Bids.
4. "Bidder" means a person or entity that submits a Bid in response to this RFP.
5. "Board of Directors" means the rule-making authority and governing body of OMPA as defined by 11 O.S. § 24-105(b).
6. "Contract" means the *pro forma* contract attached to this RFP.
7. "OMPA" means the Oklahoma Municipal Power Authority, a governmental agency of the state of Oklahoma, as established by the Oklahoma Municipal Power Authority Act, 11 O.S. §§ 24-101, *et seq.*

8. "Work" means the work that is the subject of this RFP and any Contract resulting from this RFP.

SPECIFIC BID PROCEDURES AND REQUIREMENTS

1. **Sealed Bids** shall be submitted in accordance with the requirements of this RFP, on the attached form titled "PROPOSAL to the Oklahoma Municipal Power Authority for Contract Project: Kaw Exciter Replacement."
2. **Form of Bid Submission.** Bids must be submitted in an individually sealed envelope marked "Sealed Bid Contract: Kaw Exciter Replacement" and addressed to:

**Oklahoma Municipal Power Authority
William M. Ivie, Power Production Engineer
1420 N. Union Street
Ponca City, OK. 74601**

3. **Modification, Withdrawal, or Cancellation of Bids.**
 - a. Bidders may withdraw, change, and resubmit their Bids by appearing in person prior to the time designated for the opening of the Bids. Upon presenting proper picture identification to the Plant Manager or an authorized representative, the sealed Bid will be returned to the Bidder. The withdrawn Bid shall not be opened by or otherwise disclosed to OMPA. Withdrawn Bids may be resubmitted prior to the time designated for the opening of Bids provided the resubmitted bid is in complete conformance with these Instructions to Bidders.
 - b. A Bid may not be modified, withdrawn, or canceled by the Bidder after the time and date designated for the opening of Bids.
 - c. No Bidder may withdraw a Bid for sixty (60) days after the actual date of the Bid Opening.
4. **Early or Late Bids.** Bids received more than ninety-six (96) hours, excluding Saturday, Sunday, and holidays, before the time set for the opening of the Bids and Bids received after the time set for opening of Bids will not be considered and will be returned unopened. The time received shall be determined by the stamp-clock on the desk of the William M. Ivie, Power Production Engineer where all Bids must be received and stamped. OMPA is not responsible for delay of receipt of Bids.
5. **Bid Copies.** Bidder shall submit the original Bid and three (3) complete copies of the Bid for evaluation by OMPA. In addition, Bidder shall submit one electronic copy of the Bid in .pdf format by email addressed to William Ivie at wivie@ompa.com submitted within 12 hours after the time the bids are due but not before August 31, 2023, (1500 hours) 3:00 PM Central time.
6. **Addenda for and Interpretations of Bid**
 - a. All clarifications, revisions, or changes to this RFP or any of the Bid Documents (collectively, "Addenda") will be posted to the OMPA website. All Bidders have a duty to monitor the OMPA website for Addenda. By submitting a Bid, Bidder represents that Bidder has reviewed the most recent version of the RFP and agrees to comply with the RFP and all Addenda.

- b. Questions regarding this RFP may only be submitted in writing to William M. Ivie at wivie@ompa.com on or before (1500 hours) 3:00 PM Central Standard Time on the August 23, 2023. Responses will only be made in writing, posted to the OMPA website as Addenda. OMPA may or may not respond to any question asked.
 - c. All Addenda shall become part of the Bid Documents.
7. **Site Inspection.** A mandatory job site examination for prospective Bidders will be held immediately following the pre-bid meeting. Each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda), including all questions and clarifications related thereto. Failure of a prospective Bidder to attend may affect OMPA's consideration of its Bid. OMPA will not be bound by any statement made at this site visit.
8. **Required Statements from Bidder to be Included in Bid.** Each Bidder shall accompany his Bid with a written statement under oath disclosing the following information:
- a. The nature of any partnership, joint venture or other business relationships then in effect or which existed within one (1) year prior to the date of such statement with any architect, engineer or other party to the Work;
 - b. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the Bidder company and any officer or director of any architectural or engineering firm or other party to the project; and
 - c. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If no such business relationships exist, Bidder shall include a statement to that effect.
9. **Build America Buy America.** This Work may be funded, in part, using funds from the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, thus Build America Buy America Requirement included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 applies to this Request for Proposal and any awarded contract. Each Bidder must certify if the infrastructure product which is the subject of an awarded contract is in compliance with Public Law 117-58 §§ 70901-70952. Pursuant to Section 70914(b) and (c) of the Act, this provision, upon application, may be waived. OMPA strongly suggests that all Bidders familiarize themselves with the Act, including any waiver provisions.
10. **Davis-Bacon Act.** In compliance with any contract issued pursuant to this Request for Proposal, the successful Bidder must comply with the Davis-Bacon Act, 40 U.S.C.A. §§ 3141 – 3144, 3146, 3147.
11. **Bidder's References Must be Included in Bid.** The Bidder is required to be experienced and an expert in the supply of the construction services described in the specifications and other documents attached hereto. Bidder must demonstrate expertise in the field of work described by the RFP. The Bidder shall include with its Bid a listing of at least current customers, comparable in size and scope, where the Bidder has performed similar services in the past 10 years. Bidder must include contact names, telephone numbers, company name, and location on the "Listing of Applicable Experience" form included with this RFP. By submitting this information, Bidder authorizes OMPA to contact any such reference, and to make any such investigations necessary to determine the ability of the Bidder to perform the work. Bidder shall furnish to OMPA all information and data for this purpose as OMPA may request.

12. **Qualifications of Supervisory Personnel.** Bidder shall include the resumes of all supervisory personnel that may be assigned to work on the Work. The Bidder shall demonstrate that trained and experienced supervisory personnel are available to support the work described in the RFP.
13. **Tooling and Equipment.** Bidder shall include in the Bid a detailed list of the tools and equipment the Bidder is proposing to supply in the performance of the work. All costs arising from or related to the tools and equipment including handling, operation, maintenance, and transportation charges shall be included in Bidder's Bid.
14. **Safety.** OMPA will consider the safety records of Bidders prior to awarding bids on contracts. Any Bid submitted must include Bidder's last five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs.
15. **Bid Detail Requirements.** The Bid must provide sufficient details for OMPA to perform a complete Bid evaluation. The Bidder shall comply with all requirements in the specification.
16. **Bid Price Schedule:** This project is to be submitted as a lump sum Bid. All Bids must include a completed copy of the attached Unit and Task Price Schedule with all prices and other information provided.
17. **Bid Bond/Bid Security.** A Bid must be accompanied by a certified check, cashier's check, an irrevocable letter of credit, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570 ("Bid Security"). The Bid Security shall be equal to five percent (5%) of the total Bid and shall be deposited with OMPA as a guaranty. OMPA will retain the Bid Security for the three lowest responsible Bidders, as determined by OMPA. All other Bid Security will be returned to the other Bidders within three (3) days after the opening of Bids. The remaining Bid Security will be returned promptly after OMPA and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids. The Federal Circular may be found at: <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.
18. **Equal Opportunity Employment Requirements.** OMPA is an Equal Opportunity Employer. OMPA does not discriminate in its hiring practices and requires its contractors to abide by all federal law applicable to discrimination. All Bidders shall acknowledge in the Bid Documents that they are Equal Employment Opportunity employers.
19. **Bidder's Representations.** Each Bidder, by making a Bid, represents that:
 - a. The Bidder has read and understands the Bid Documents (including all questions and clarifications related thereto) and the Bid is made in accordance with the Bid Documents.
 - b. The Bidder has had the opportunity to visit the site, is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract documents; and
 - c. The Bid submitted is based upon the materials, systems, and equipment required by the Bid Documents without exception.

20. **List of Documents to be Submitted with Bid:** All Bids must contain complete and executed originals of the following documents, in the form included in this RFP, and in the following order:
- a. COVER LETTER (identifying the project and contract number)
 - b. BID PROPOSAL FOR CONTRACT: Kaw Exciter Replacement
 - c. BID SECURITY in the amount of 5% of the Bid, in the form of a Bid Bond or Cashier's Check, Certified Check, or Irrevocable Letter of Credit
 - d. LIST OF SUBCONTRACTORS
 - e. EXCEPTION STATEMENT
 - f. BIDDER'S PROPOSED CREW SCHEDULE
 - g. BIDDER'S DOCUMENTATION OF EXPERIENCE
 - h. BIDDER'S OSHA 300 AND 300A LOGS
 - i. BIDDER'S RATES FOR ADDITIONAL WORK
 - j. RATE QUOTATION SHEET
 - k. NON-COLLUSION AFFIDAVIT
 - l. BUSINESS RELATIONSHIPS AFFIDAVIT

BID OPENING AND PRELIMINARY REVIEW

1. **Bid Receipt and Opening.** All Bids that have been completed, submitted, and received in accordance with these instructions will be publicly opened and read aloud at Oklahoma Municipal Power Authority Office, 1420 N. Union Street, Ponca City, OK, at (1500 hours) 3:00 PM on the August 31, 2023. Bids will be opened by David W. Huff and recorded by Tina Chamberlain, Administrative Assistant. Bids may be examined by the public after the Bid opening upon request to Plant Manager. At the public Bid opening, the Bidders' names, location, and Bid prices shall be read aloud by the Plant Manager.

Preliminary Review. The Bids shall be initially reviewed for completeness and correctness. Any deficiency may be grounds for disqualifying the Bid. OMPA's review may include, but is not limited to, verifying that:

- a. each of the Addenda is acknowledged in the Bid; and
- b. each required document is included, properly signed, and if applicable, notarized.

2. **OMPA Rejection of Incomplete Bids.**

- a. OMPA may reject any bid that OMPA considers to be incomplete. This may include, but is not limited to, Bids in which the Bidder submits another form of Contract in lieu of the attached Contract. Exceptions taken to the Contract terms and/or Bidding Documents may be cause for rejection of a Bid.
- b. OMPA will reject any Bid that is not signed by the authorized representative of the Bidder, and/or does not contain the required documents, properly signed, and if necessary notarized, as required by the Bidding Documents.
- c. Bids will become the property of OMPA upon submission.

BID EVALUATION

1. **Bid Evaluation by OMPA.** After the preliminary review, the Bids will be reviewed and evaluated by the appropriate OMPA management and staff. The following items shall be reviewed:
 - a. **Bond Compliance.** If a surety company is used to issue bonds, the company must be authorized and registered to do business in Oklahoma and listed in Federal Circular 570. When a bid bond is required and the bond submitted is from a company not authorized and registered in Oklahoma, or if the company is not listed in Federal Circular 570, the Bid shall be disqualified.
 - b. **Unit Price Compliance.** If the RFP requires Bidder to submit unit prices, Bidder's failure to submit unit prices for any requested work item may cause the Bid to be disqualified.
 - c. **Materially Unbalanced Prices.** OMPA may reject a Bid as nonresponsive if OMPA determines that the Bid prices are materially unbalanced between line items and subline items. A Bid may be materially unbalanced if it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to the cost for other work, and OMPA has reasonable doubt that the Bid will result in the lowest overall cost to OMPA.
2. **Technical and Commercial Qualifications.** Bids will be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria will include, but not be limited to, the Bid's
 - a. Conformance to technical specifications;
 - b. Evaluated price;
 - c. Demonstration of project experience; and
 - d. Conformance to commercial terms.
3. **Bidder's Performance Capability.** OMPA may consider the Bidder's demonstrated ability to perform the required work.
4. **Disqualification of the Bidder.** Any of the following may be grounds for disqualifying the Bidder:
 - a. More than one (1) Bid for the same work from an individual, firm, partnership, joint venture, or corporation under the same or different names.

- b. Evidence of collusion among Bidders, subcontractors, or material suppliers.
 - c. Lack of responsibility as shown by past work for OMPA judged from the standpoint of workmanship and progress.
 - d. Uncompleted work under any Contract with OMPA or any other entity.
 - e. Being in arrears on existing Contracts with the state of Oklahoma or OMPA, having defaulted or failed to comply with a previous State or OMPA Contract, or any other just and reasonable cause.
 - f. Certificate by the Oklahoma Human Rights Commission that the Bidder has engaged or is engaging in a discriminatory practice.
 - g. Any violation of OMPA or state of Oklahoma rules, or other information indicating that the Bidder is no longer responsible nor qualified to do business with the State.
5. **Bid Comparisons.** In comparing Bids, OMPA may consider not only the Bid prices, but also other factors that impact whether a Bidder is the lowest responsible bidder, including, but not limited to, efficiency, reliability, durability, economy of operation and maintenance, accessibility for repairs, cost of special construction made necessary by the equipment offered, experience, safety and performance record of the Bidder, relative risk associated with the Bidder, and any guarantees associated with the Work.

CONTRACT AWARD

1. **Anticipated Contract Award.** OMPA anticipates that, if a Contract is awarded pursuant to this RFP, the award will be made on or after September 14, 2023.
2. **Contract Award, Bonding, Insurance, and Execution.**
 - a. **Contract Award.** The Contract, if any, shall be awarded to the lowest responsible Bidder as determined by the review of the Bids. Within five (5) business days after approval by the OMPA Board of Directors, the successful Bidder will be notified by OMPA of its selection and will be provided copies of the Contract to execute. The OMPA Board of Directors may grant a reasonable extension of the awarding period, by formal recorded action for good cause shown. The successful Bidder must execute the Contract and obtain the required bonds or letter of credit, and insurance, within sixty (60) days of notification by OMPA. No Bidder shall obtain any property right in a Contract awarded under these provisions until the Contract has been fully executed by both the Bidder and OMPA.
 - b. **Contract Bonding.** The prevailing Bidder must provide security assuring guarantees of performance, payment, and warranty as described in the Contract. The security provided shall be in a form and with terms approved by OMPA and issued by an institution acceptable to OMPA.
 - c. **Contract Insurance.** The prevailing Bidder must provide proof of insurance with terms approved by OMPA, as described in the Contract.
 - d. **Failure to Execute Contract.** If the prevailing Bidder fails to execute the Contract within sixty (60) days and/or provide the required security and insurance to OMPA, the Bidder will be deemed to have

abandoned the Contract, and the cost of republication of the Notice to Bidders, actual expenses incurred by reason of the Bidder's default, and the difference between the low Bid of the defaulting Bidder and the amount of the Bid of the Bidder to whom the Contract is subsequently awarded, but not to exceed the amount of the Bid Security may, at the discretion of OMPA, be forfeited to OMPA.

- e. **Return of Bid Security upon Contract Execution.** The Bid Security posted by the prevailing Bidder and the next two lowest responsible Bidders will be returned to those Bidders upon the prevailing Bidder's execution and delivery of the Contract and required bonds or irrevocable letters of credit, and insurance.

OTHER PROVISIONS

1. **Bid Ambiguities and Discrepancies.** If the total price of the Bid is inconsistent with the unit price times number of units to be delivered, the unit price shall govern. If there is a variance between the amount in words and the figures, the amount in words shall govern.
2. **Bid Protests.** Bidder protests must be submitted in writing to OMPA within ten (10) days of OMPA's award of a contract or purchase order. Any Bidder who does not timely protest waives all claims arising from or related to the contract or purchase order, and the RFP process.
3. **Tax Exempt Status.** OMPA is exempt from the payment of any Sales Taxes, pursuant to 68 O.S. § 1356, and Article 10, Section 6 of the Oklahoma Constitution.
4. **Applicable Laws.** By submitting a Bid, the Bidder acknowledges that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over performance of the project (in force and effect now, and as amended) shall apply to the Contract throughout, and they will be deemed to be included in the Contract. The laws of the state of Oklahoma shall apply to any dispute arising from or related to this Bid. The District Court of Oklahoma County, Oklahoma shall have exclusive jurisdiction to adjudicate any such disputes.
5. **Drug Free Workplace.** OMPA seeks to provide a drug free workplace for all of its employees. All contractors working on an OMPA facility shall comply with OMPA's drug free workplace policies.
6. **OMPA Reservation of Rights.** OMPA reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, and/or conditional Bids.

PROPOSAL TO THE OKLAHOMA MUNICIPAL POWER AUTHORITY
FOR CONTRACT PROJECT:
KAW EXCITER REPLACEMENT

MADE BY: _____
Business Address: _____
City: _____
Telephone-Number: _____ State: ____ Zip Code: _____
Fax Number: _____
E-Mail: _____

The Bidder named above hereby tenders its Bid and declares that the only person(s) or entity(ies)-interested in this proposal is or are named above; that the Bid is made without collusion with any other Bidder and is in all respects without collusion or fraud. The Bidder further declares it has examined the pro forma contract, the specifications and the contract drawings referred to, all Bidding Documents, and has read the attached "REQUEST FOR PROPOSAL, REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS"; and agrees to furnish all the materials necessary or proper to carry out such contract in the manner, on the terms, and under the conditions set forth therein and in the specifications, and to perform all work in accordance with the terms of this Contract, at Contractor's bid price, with a total lump sum bid price of:

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five percent (5%) of Bidder's bid price; in the amount of _____ Dollars (\$ _____) payable to the Oklahoma Municipal Power Authority, as called for in the REQUEST FOR PROPOSAL, and it is hereby agreed that in case of failure on the part of the undersigned to execute the Contract within sixty (60) days from the date that notice of the acceptance of this proposal is given the undersigned in writing by certified mail with return receipt requested, the undersigned will be deemed to have abandoned the Contract, and thereupon the five percent (5%) Bid security shall be due and payable thereunder to OMPA as liquidated damages for such failure and not as a forfeiture.

Note: If this Bid is made by an individual, it shall be signed with his/her usual business signature, with his/her business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; and if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the corporate seal, and the business address of the corporation shall be given.

Signed: _____

(Seal)

If this proposal is accepted by OMPA, the following surety company, or, if applicable, bank, namely, _____, has agreed to provide the required bonds or irrevocable letters of credit for performance, warranty and payment guarantees.

Signed: _____

LIST OF SUBCONTRACTORS

LISTING OF APPLICABLE EXPERIENCE

EXCEPETION STATEMENT CONTRACT PROJECT: KAW EXCITER REPLACEMNET

This part of the proposal must be completed even if no exceptions are stated. Attach additional pages if required. If no exceptions, state "NONE".

NOTICE OF SPECIFICATIONS CONTRACT PROJECT: KAW EXCITER REPLACEMENT

The binding and mandatory Specifications applicable to this RFP are attached to the RFP as Attachment A and are hereby fully incorporated by reference.

By executing this form, Bidder acknowledges that Bidder has fully and completely examined the Specifications, the Bidding Documents, and any questions or clarifications related thereto, and agrees that any work arising from or related to this Contract must be performed in full compliance with each of these terms.

Signed: _____