

Utah Telecommunication
Open Infrastructure Agency



Request for Proposal
for Generator
Services RFQ #
2022GEN-001

May 2, 2022

The Utah Telecommunication Open Infrastructure Agency (UTOPIA Fiber) invites you to submit a proposal to provide backup generator maintenance work for UTOPIA Fiber locations.

This RFP outlines the requirements for your proposal that UTOPIA Fiber is interested in. Respondents are requested (but not required) to visit UTOPIA Fiber offices to ascertain the scope of work that is needed to fulfill UTOPIA Fiber requirements

All quotes must be received by **5:00 P.M. Mountain Time on June 3, 2022** via email to Jeff Erwin (jerwin@utopiafiber.com). **PROPOSALS SUBMITTED AFTER THE DEADLINE WILL NOT BE CONSIDERED.**

Please use email to direct all questions to Jeff Erwin (jerwin@utopiafiber.com). Any questions received will be answered and provided to other respondents.

We look forward to receiving your response.

Sincerely,



Roger Timmerman
Executive Director
UTOPIA Fiber

UTOPIA Fiber

Request for Proposals

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1.1 Introduction

UTOPIA Fiber is accepting proposals from suitable qualified and experienced candidates for a one (1) year contract to provide backup generator maintenance and support.

Respondents will coordinate with Jeff Erwin by email (jerwin@utopiafiber.com) for all acknowledgments, questions/inquiries, or to schedule a walk-through of the buildings and remote facilities to ascertain scope of work.

1.2 Objectives and RFP Schedule

UTOPIA Fiber's objective is to contract with someone that can provide qualifications for backup generator maintenance and support for its buildings/facilities that exhibits consistent performance, responsiveness, attention to detail, and effective skill level.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the Contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

The issuance of this RFP does not constitute an assurance by UTOPIA Fiber that any contract will actually be entered into by UTOPIA Fiber, and expressly reserves the right to:

- Reject any and all quotes
- Award to more than one entity
- Reissue the RFP
- Adjust or extend any due dates in the RFP process without warning

An acknowledgement or intent to bid, including the name and contact information for the primary contact, must be provided via email by 5:00 P.M. Mountain Standard Time on 5/27/2022.

Any questions pertaining to the RFP must be submitted via email and can be submitted at any point after the RFP is posted, up to the deadline. Final questions must be submitted by 5:00 P.M. Mountain Standard Time on 5/27/2022.

Final submissions to this RFP must be submitted via email by 5:00 P.M. Mountain Standard Time on 6/3/2022.

RFP Process	Date
Posting first available for RFP	5/4/2022
Final Acknowledgement/Intent to Bid Due	5/27/2022
Final Request for Information Due	5/27/2022
Final Submissions for RFP Due	6/3/2022
UTOPIA Fiber Award Date	6/10/2022

1.3 Legal Requirements

Respondents must show proof that they are registered in the State of Utah and authorized with a valid and current business license.

1.4 Insurance

Contractor shall at its own cost and expense, keep in full force and effect with sound and reputable insurers, insurance coverage in the minimum amounts described below. Respondents will provide documentation at time of submittal and when requested by UTOPIA Fiber management throughout the term of the contract.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein, and the Contractor shall be responsible for assuring that all subcontractors are properly insured.

Contractor may still submit a quote if the below expectations cannot be met with supporting documentation of why.

Contractor insurance cannot be cancelled, terminated, or modified below the existing requirements by the Contractor without prior written approval of UTOPIA Fiber.

Workers Compensation Liability	Each Accident	\$1,000,000
	Each Employee by disease	\$1,000,000
	Policy Limit by disease	\$1,000,000
Commercial General Liability	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
	Personal/Advertising Injury	\$1,000,000
Business Auto Liability	Bodily Injury/Property Damage Combined Single Limit, Each Accident	\$1,000,000
	Insurance Covering Non-Owned and Hired (rented or leased) vehicles	\$1,000,000
Bond or Crime Insurance for Property of Others	Each Claim	\$100,000

1.5 Equipment and supplies

Contractor shall be responsible for providing all equipment and supplies for maintenance of generator equipment.

1.6 Days and Times of Service

Contractor shall provide work according to the following schedule:

Type of Service	Days and Times of Service
Semi-annual maintenance	Normal business hours 7:00 A.M.- 5:00 P.M. Monday through Friday; recognized holidays excepted.
After-hours support	5:00 P.M.- 7:00 A.M. Monday through Friday, Saturdays, and Sundays, including recognized holidays.
Emergency response	365 days of the year, 24 hours per day, 7 days per week.

1.7 Safety

Contractor is responsible for maintaining OSHA compliant safety programs and following all OSHA regulations while on the job site. Evidence that regular trainings are taking place may be requested by UTOPIA Fiber. Any accidents that occur while providing maintenance to UTOPIA Fiber shall be reported to UTOPIA Fiber within 24 hours.

1.8 Security

Contractor will assume responsibility and comply with all security considerations at the facilities. This includes the following:

- Bonding of all personnel on the worksite
- Screening of all employees working within the facilities. This may include providing UTOPIA with background checks
- E-verify any personnel according to federal law
- Notification to UTOPIA when entering a site
- Training all employees on proper security measures, including physical and digital security

UTOPIA Fiber reserves the right to approve/refuse any prospective employees of the contractor as a result of any of the above information.

1.9 Financial Security and Stability

Respondents to this RFP must provide financial statements reviewed by a CPA and certified they are free from material misstatement and complete at time of submission. UTOPIA Fiber may request additional or updated financial statements at any point during the contract.

1.10 Detailed Generator Requirements and Scope of Work

The scope of work done covers preventative maintenance and emergency services. The table below shows the locations of units to be serviced, quantity of units, and the type of units. Maintenance work shall be completed on a semi-annual (twice per calendar year) schedule, during the spring and fall seasons.

<u>Cities:</u>	<u>Sites</u>	<u>C13N6H</u>	<u>13KGGMB</u>	<u>25GGMB/ A051Y239</u>	<u>C25N6</u>	<u>RS13A, 5GGMB</u>	<u>Generac 125</u>	<u>13GSBA</u>	<u>100DSHAF /DGDB-5740095</u>	
American Fork	1	1								1
Brigham	7	6							1	7
Clearfield	8	2		1	5					8
Cedar Hills	2				2					2
Centerville	6			6						6
Draper	1	1								1
Elberta	1			1						1
Farmington	1	1								1
Heber City	1	1								1
Hideout	1	1								1
Layton	19			18					1	19
Logan	1		1							1
Lindon	2			1	1					2
Millcreek	1	1								1
Midvale	4			4						4
Morgan	1			1						1
Murray	7	1	2			2			2	7
North Salt Lake	1		1							1
Ogden	1	1								1
Orem	15			10		1	1	2	1	15
Payson	6	2	1	1	1				1	6
Park City	1	1								1
Perry	1				1					1
Pleasant Grove	5				5					5
Riverdale	1	1								1
Santa Clara	2				2					2
Saint George	0									0
South Jordan	1					1				1
South Salt Lake	0									0
Syracuse	7				7					7
Tremonton	4	2			2					4
Woodland Hills	1			1						1
West Jordan	0									0
West Point	2			2						2
West Valley	26	2		22				1	1	26
Totals	138	24	5	68	26	4	1	3	7	138

Locations highlighted in yellow are currently planned/under construction and not yet active.

The Contractor shall provide an appropriate level of on-site staffing, materials, tools, equipment, and vehicles to address the scope of work necessary. Contractor's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

The Contractor's responsibilities shall include, but not be limited to:

- Repair or replace failed or worn moving parts (such as, but not limited to: bearings, gaskets, motor starters, motors, oil, valves, seals, gears, actuators, controls, and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to

diagnose the system's problems. UTOPIA Fiber shall not incur any extra charge for this service.

- Ensure the generators can be remotely accessed by our Network Operations Center, including communicating and confirming readability and connectivity with our NOC and Network Management System (NMS).
- Repair or replace filters, exhaust, intake, or other components of the generator.
- Provide the ability to respond to emergency issues immediately (according to normal response times below) to situations involving failures of generator systems. Contractor must be able to confirm response to emergency issues within 30-minutes to discuss the issue and plan a response.
 - Contractor shall respond to issues within a 50-mile radius of Salt Lake City within 2 hours. This includes Brigham City, Park City, and Spanish Fork.
 - Contractor shall respond to issues within 100 miles of Salt Lake City within 3 hours. This includes Logan, Tremonton, and Elberta.
 - Contractor shall respond to issues beyond 100 miles of Salt Lake City within 5 hours. This includes Cedar City and Saint George.
- Maintain an inventory of common parts which may be required in an emergency.
- Report to UTOPIA Fiber on the work done, including any equipment replaced.
- Dispose of all waste according to state and federal regulations.

Work not included in this proposal includes:

- Original system design and installation.
- Utility company service problems.
- HVAC maintenance or replacement.
- Thermal insulation.
- Removing, replacing, or altering any part of the building structure in the performance of this agreement
- Electrical service beyond the parts of the generator equipment.

1.11 Reporting & Accounting

The Contractor will report to UTOPIA Fiber using a standard proof of work documentation following completion of work. This shall be an online form provided by UTOPIA Fiber which may include information to identify where the work was performed, what equipment and/or components on which work was performed, purpose of the work date and time of the work, parts used, and the name /cert # of technician executing the work. Contractor shall complete this online form within 24 hours of completing work.

1.12 Transition Period

While not required, in the event of future contracts being provided to another contractor, UTOPIA Fiber prefers the contractor receiving this award participate in a transition period of a maximum of thirty (30) days. This transition period may include:

- Communication with the new contractor of what equipment/locations have been serviced and what needs to be serviced.

- Notification of any units or locations which may require additional follow-up or are nearing future replacements.

1.13 Detailed Cost

Respondents will provide pricing based on the information that is listed in 1.10.

1.14 Client References

Contractor must provide at minimum three (3) client references to work they have completed. Respondents are scored on the references that are provided.

1.15 Selection Criteria and Scoring

Respondents will be scored on price, references, and presentation of how well they can meet the above.

Scoring is calculated as such:

Price	70%
References	15%
Presentation	15%

UTOPIA Fiber shall be the sole judge of all proposals, particularly, which one best qualifies for acceptance. UTOPIA Fiber reserves the right to accept other than the lowest-priced proposal and to negotiate with respondents if it appears to be in the best interest of UTOPIA Fiber to do so. UTOPIA Fiber reserves the right to reject any and all proposals. The rejection of any or all proposals shall not render UTOPIA Fiber liable for costs or damages. The proposal must be signed by an officer or agent who has the authority to legally bind the Contractor. UTOPIA Fiber reserves the right to make an award without further discussion of the proposal submitted. UTOPIA Fiber shall not be bound or in any way obligated until both parties have executed a contract. UTOPIA Fiber also reserves the right to delay the award of a contract, to award the contract to multiple entities, or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to UTOPIA Fiber.

1.16 Contract Extension

UTOPIA Fiber reserves the right to, at the end of the contract and at the sole discretion of UTOPIA Fiber, extend the one (1) year contract for an additional one (1) year, if work done by the Contractor meets the expectations and standards of UTOPIA Fiber.

1.17 Proprietary Information

UTOPIA Fiber is subject to the disclosure requirements of the Government Records Access and Management Act (“GRAMA”), Title 63G, Chapter 2, Utah Code Annotated. UTOPIA Fiber generally considers Agreements, Contract Documents, and all accompanying material to be public and subject to disclosure. A written claim of confidentiality and a concise written

statement of reasons supporting the claim must accompany any material considered by respondents to be proprietary. Blanket claims that the entire Agreement or Contract Documents are confidential will be denied by UTOPIA Fiber. UTOPIA Fiber cannot guarantee that any information will be held confidential. Under the Government Records Access and Management Act, if a respondent makes a claim of confidentiality, UTOPIA Fiber, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the respondent of such determination. UTOPIA Fiber agrees to hold all information classified as protected in confidence and protect it from public disclosure in accordance with such statutes to the greatest extent permitted by Utah law. UTOPIA Fiber may disclose such information to the extent required by law; however, UTOPIA Fiber shall provide respondents prompt notice of a request for disclosure of such protected information and shall cooperate with respondents in seeking the issuance of a protective order.

Respondents are entitled under the Government Records Access and Management Act to appeal an adverse determination regarding the classification of information. UTOPIA Fiber is not required to notify respondents of a request for non-protected information and will not consider a claim of confidentiality unless the respondent's claim of confidentiality is made on a timely basis and in accordance with the Government Records Access and Management Act.