

GENERATOR BID
FOR
PUBLIC SAFETY BUILDING

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PLEASE POST
CITY OF SATSUMA
Invitation for Bids

Sealed bids for the provision to install one natural gas stand-by generator and associated electrical work at the Satsuma Public Safety Building will be accepted until 2:00 p.m. on October 18, 2016 in the Offices of the City Clerk, 5464 Old Highway 43, Satsuma, AL 36572. They will be opened and publicly read aloud that same day at 2:00 P.M.

A detailed package with information on the equipment to be delivered, the conditions thereof, and bid forms, is available at www.cityofsatsuma.com or said offices during normal business hours. Your bid envelope must be marked with the project, item or service being sought, and the date the bids are due. If you send your bid by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error. Any questions with respect to this invitation must be received, in writing by mail to Tom Briand at P.O. Box 517, Satsuma, AL 36572, , fax (251.675.1442) or email (tbriand@cityofsatsuma.com).

The city reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

Scope of Work or Specifications and Conditions

1.) General Description of the Project, Materials and Quantities

The city is soliciting proposals for the furnishing and installation of a natural gas stand-by electrical generator together with associated site work, and associated electrical wiring. Your bid price is all inclusive of the equipment, freight to our location, installation, and training as specified herein. Progress payments will be made.

2.) Specifications & Certification

See Exhibit A for the specific scope of work all of which must be completed in accordance with local applicable codes, manufacturer's instructions and in a workmanlike manner.

3.) Delivery Location and Timing

All equipment is to be shipped to the Satsuma Public Safety Building at 5668 Second Street, Satsuma, AL within forty five (45) days of the placement of the order. Installation and training is to be completed within sixty (60) days of the order.

4.) Term of Contract

The contract will end on _____ unless sooner completed, terminated for cause, or extended by agreement of the two parties.

5.) General Conditions

a.) Upon the execution of the contract you must produce a certificate of insurance, naming the city, its officers, employees and assigns, as Certificate Holder and Additionally Named Insured, for the following types and levels of coverage:

- Workers Compensation Statutory
- Automobile and Equipment \$1 Million/\$2 Million
- Property Damage \$1 Million/\$2 Million
- General Liability \$1 Million/\$2 Million

If you use a sub-contractor for any portion of the work you must obtain from them, and provide to us a similar certificate in similar amounts.

b.) Payments will be made within thirty (30) days of the submission of a bill showing conformance with all work requirements. Any progress payments made on each item will have a 15% retainage until all work is completed and fully certified by the permitting authorities and end user as represented by the City Agent.

c.) The term “days” shall mean calendar days.

6.) Site Inspection, Questions and Supplements

No site inspection is required. If you wish to inspect the site you must call Mr. Tom Briand at 1-251-377-9633. He will arrange to meet you and show you both the building exterior premises where the generator is to be placed and where the transfer switch and electrical work is to be completed. Any questions with respect to this invitation must be received, in writing by mail at P.O. Box 517, Satsuma, AL 36572, by fax (251.675.1442) or by email (tbriand@cityofsatsuma.com). The answers, and any other changes or supplements to this document, will be posted on the City web site. It is the bidder's responsibility to check and verify any such changes in order to account for them in their bid.

7.) Bid Due Date and Methods of Delivery

Bids will be accepted until _____ on October _____ in the Office of the City Clerk, 5464 Old Highway 43, Satsuma, AL 36572. They will be opened and publicly read aloud at _____ p.m. that day or as soon thereafter. Any bids received after that date and time will be rejected and returned unopened.

Your bid envelope must be marked with the name of the project, item or service being sought by the Town, and the date the bids are due. If you send your bid by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error. If mailed, each bid should be in a separate sealed envelope, similarly marked to protect against the actual bid being opened in error.

Exhibit A - Scope of Work

1.) Secure all permits as required. (There is no fee for these.) Disconnect electrical and piping connections for the current generator at the panel termination of the current transfer switch, so that the City may remove the piping.

2.) Furnish and install, together with all freight charges and per manufacturer's recommendation, a 30 KW natural gas Generac stand-by generator or equivalent meeting the minimum specifications as shown in the attached brochure.

Upon installation the contractor shall provide a start-up and training session on recommended preventative maintenance and nominal trouble shooting for the City staff. Upon the conclusion thereof, in order to qualify for final payment, the contractor shall provide two manuals of appropriately sized three ring binders which shall include all manufacturer's material, recommended preventative installation, catalog sheets on major operating elements, and the like, for the City's permanent record.

3.) Install panels, piping, and conductors from the generator to the public safety building as required and/or specified below:

a.) Automatic transfer switch rated at 200 Amp, single phase, 120/240 volts;

b.) Replace existing outside main panel with a new 200 Amp 20 circuit panel, breakers and necessary wiring to complete the installation.

NOTE: CONCRETE PAD AND GAS PIPE WILL BE INSTALLED BY THE CITY OF SATSUMA.

City of Satsuma
Stand-By Electrical Generator
Bid Form

(Please Print or Type)

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone _____ Fax _____

Email _____

ATTENTION: Tom Briand, Building Inspector. P.O. Box 517, Satsuma, AL 36572

Dear Mr. Briand:

Having examined the documentation provided with the subject Invitation for Bids the undersigned proposes to furnish all materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # _____
(If none, write none)

. If I am notified my proposal is accepted within forty five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

1.) I propose to provide the total work required for the lump sum total price of:

In Words: _____

In Numbers: \$ _____

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You must submit the manufacture's catalog sheet on the model you propose installing with this bid!

My Breakdown of the total lump sum contract value is per item as follows:

- 1) 30 KW Generator (Generac or equivalent) \$ _____
- 2) 200 Amp Transfer Switch, 200 Amp Main Disconnect
Sub- Panel & Associated Materials \$ _____
- 3).Labor to Install Generator, Transfer Switch,
Sub-Panel & Associated Work: \$ _____

I understand that the City reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests. I understand that the City may hold my bid for forty five (45) days prior to awarding a contract.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be.

_____ Signature of Bidder

Title of Bidder _____

FEDERAL GUIDELINES APPLICABLE TO CONTRACTS

The United States Department of Homeland Security (DHS)

Federal Emergency Management Agency (FEMA)

HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(i) and (h):

- A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:
1. file mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
 2. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
 3. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
 4. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
 5. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement

action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

- B. Termination for Cause and for Convenience. Applicant may choose to terminate this Agreement at any time, with or without cause, by delivering to Contractor five (5) days' advance written notice of intent to terminate.
- C. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees,)
- D. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)
- E. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding.)
- F. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- G. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
- H. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel, whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including, but not limited to, the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event,

within two (2) business days of request to Applicant, Alabama Emergency Management Agency (AEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

- I. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
- J. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- K. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].
- L. Bonding requirements. The minimum bonding requirements [44 CFR 13.36] are as follows (Applies to contracts exceeding \$100,000):
 - (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Upon award of the Contract, Contractor must provide:

- (2) A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

(3) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.