

INVITATION TO BID

BID: #itb-fh-09-10-1528

ITEM: Generator Maintenance

DEADLINE: Tuesday, June 9 , 2009, 10:00 a.m., E.S.T

PREBID MEETING: N/A

1. SUBMISSION AND RECEIPT OF BIDS

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the City Clerk. All Bids shall be labeled with the Bid # and Name as well as the aforementioned bid opening date/time on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a “No bid”, do not follow the above directions but send a letter to the Purchasing Division indicating your desire to be kept on the bid list.** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk’s Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or electronic bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. Unless otherwise stated herein, do not include sales literature about your company. The City of Farmington Hills promotes “green” technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is Vendor’s responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of

Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** Only those vendors who obtain bid documents from either the Purchasing Division or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.mitn.info, and obtain an official copy.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the bid document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

10. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

11. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills is exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. Payment terms are Net 30 days upon receipt and acceptance. Cooperative members will provide their tax-exempt status if required by the awarded vendor

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

16. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The awarded bidder furnishing labor in/on City/public premises agrees to hold the City of Farmington Hills and cooperative members harmless from liability loss and will maintain minimum coverage outline below. An Acord form outlining coverage will be returned with the bid documents.

16.1.	General Liability	\$1,000,000.00
16.2.	Automobile Liability - Any Auto	\$1,000,000.00
16.3.	Excess Liability	\$1,000,000.00

Workers' Compensation and Employers Liability per State statute.

Additionally, the City of Farmington Hills will be named as additionally insured. Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

17. GENERAL

The City of Farmington Hills is accepting Bids for service agreements on its back up emergency generators. The awarded vendor will have previous work experience for this type of work and be able to clearly demonstrate their abilities. The purpose for this Bid is to secure a vendor to provide the City's back up generator preventative maintenance to insure operation whenever necessary.

18. MINIMUM SERVICES

- A. The service agreement will cover only the items listed herein.
- B. Repairs for damage caused by abuse, accident, theft acts of third person, acts of nature, alteration of equipment or improper operation will be at the City's expense.
- C. The awarded company will maintain an adequate stock of replacement parts and factory trained service representatives.
- D. The awarded company will be licensed by the State of Michigan to transport liquid Industrial Waste as required by law. Copy of said license will be provided with bid submittal.
- E. After each inspection, the City will receive a written report detailing any conditions found. In addition, a written quote for any noted repairs will be provided. Any work required will be done at the sole discretion of the City. Any work required that is not outlined herein will be referred to as **"Special Service"** on the pricing sheet and will be done after the receipt of a City purchase order. All work approved by the City of Farmington Hills will be billed at the rates as noted in the bid.
- F. The following preventative maintenance will be performed two times per year.
 - 1. Inspections/adjustments/service as required: lube oil and filter, fuel filter, engine tune up, belts, engine heater operation, fuel, oil, coolant leaks, air intakes and outlets, silencer, cooling hoses, battery charger operation and charge rate, check battery electrolyte levels and specify gravity, emergency system operation without load transfer, frequency check/governor adjustment, transfer switch and accessory operation, engine alternator charge rate, engine and generator, gauge and indicator operation, generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required.
 - 2. Service/replace air cleaner, check coolant level and fill if necessary, test and adjust anti-freeze and drain exhaust line.
- G. The following services will be performed one (1) time per year.
 - 1. Oil and filter change, anti-freeze flush and oil sample analysis. Copy of analysis will be provided with service report.
- H. Optional Service – Load bank testing (Min. 2 hour).
- I. Emergency Service – In the event of a power outage and generator failure the awarded Company must be capable of having someone here within 1 hour of emergency notification.

19. PRICING - THE FOLLOWING EQUIPMENT WILL BE SERVICED AS OUTLINED HEREIN:

Please note pricing should include all charges **(NO ADDITIONAL CHARGES FOR FUEL, TRUCKS OR TRAVEL TIME WILL BE ACCEPTED).**

<u>LOCATION</u>	<u>ITEM</u>	<u>MFG</u>	<u>MODELS</u>	<u>S/N</u>	<u>FALL PREVENTATIVE MAINTENANCE</u>	<u>SPRING PREVENTATIVE MAINTENANCE</u>	<u>LOAD BANK TESTING</u>
A. City Hall 31555 11 Mile	Generator Transfer Switch	Cummins ASLO Series 300	DFEJ-5690923 H0030030800C1 0F	I040690014 272096RE	\$	\$	\$
B. Police Dept. 31655 11 Mile	Generator Transfer Switch	Cummins ASCO Series 300	DFEJ-5690921 H0030031200C1 00	I040690015 265035- 002FP	\$	\$	\$
C. Fire Sta. #1 35725 9 Mile	Generator Transfer Switch	Kohler Kohler	20RZ 20RZ282	265932 265932	\$	\$	\$
D. Fire Sta. #2 28225 Middlebelt	Generator Transfer Switch	Kohler Kohler	35RZ82 K-168341-150	356966 K55473	\$	\$	\$
E. Fire Station #3 29260 Grand River	Generator Transfer Switch	Cummins Cummins	GGKC-5741202 OTECC- 5740113	J050838087 I050827700	\$	\$	\$
F. Fire Sta. #4 28711 Drake Rd.	Generator Transfer Switch	Onan Onan	15.0JC- 18R/18192AA ATUEC601- 4/1214C	C790400066E B790397313	\$	\$	\$
G. Fire Sta.#5 31455 11 Mile	Generator Transfer Switch	Onan Onan	150DGFA/4916J OT800-/4916J	K960623495 K960622256	\$	\$	\$
H. DPW, 27245 Halsted	Generator Transfer Switch	Kohler Kohler	275POZD71 K-1663141-600	379320 K69565	\$	\$	\$

<u>LOCATION</u>	<u>ITEM</u>	<u>MFG</u>	<u>MODELS</u>	<u>S/N</u>	<u>FALL PREVENTATIVE MAINTENANCE</u>	<u>SPRING PREVENTATIVE MAINTENANCE</u>	<u>LOAD BANK TESTING</u>
L. DPW Communications Tower (Police)	Generator Transfer Switch	Kohler Kohler	12RES RDT+CFNC- 100A	2139782 K2144869	\$	\$	\$
				TOTAL	\$	\$	\$

J. Special Service

Performed after receipt of City purchase order.

Hourly rate for all labor \$ _____ hour

Parts will be billed at cost + _____ %.

K. Emergency Service

As requested will be responded to within one (1) hour.

Hourly rate for labor 7 a.m. to 5 p.m. weekdays \$ _____ hour

Hourly rate for labor 5 p.m. to 7 a.m. weekdays \$ _____ hour

Hourly rate for labor on weekends and holidays \$ _____ hour

Parts will be billed at cost + _____ %.

20. STANDARD QUESTIONNAIRE FOR BIDDERS

_____The undersigned certified the truth and correctness of all
(Name of Company)

statements and of all answers to questions made hereinafter.

Submitted to: City of Farmington Hills
Address: 31555 W. 11 Mile Road, Farmington Hills, MI 48336
Project: GENERATOR MAINTENANCE

_____Corporation _____Partnership _____Other
_____Individual _____Joint Venture

Company Principal Office Location _____

Date Statement of Qualifications Submitted _____, 20____

1. How many years has your organization been in business as a service contractor?
 - a. How many years has your organization been in business under its present business name?
 - b. Under what other or former names has your organization operated?
2. How many years' experience has your organization had?
 - a. as a prime contractor?
 - b. as a sub-contractor?
3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-President's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:
4. If an individual partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (State whether general or limited partnership):
5. If other than a corporation or partnership, describe organization and name principals:

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.
7. We normally provide the following services with our own forces:
8. What contracts has your organization completed and are not now in progress (past organizations you no longer provide service to)? CONTRACT AMOUNT. TYPE OF SERVICE. WHEN COMPLETED. NAME, ADDRESS OF OWNER.
9. What projects has your organization currently in progress? CONTRACT AMOUNT. TYPE OF SERVICE. WHEN COMPLETED. NAME, ADDRESS OF OWNER.
10. Have you ever failed to complete any work awarded to you?
 - a. If so, note when, where and why.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract?
 - a. If so, where and why?
12. Has any officer or partner of your organization ever failed to complete a contract handled in his name?
 - a. If so, state name of individual, name of owner and reason therefore.
13. In what other lines of business are you financially interested?
14. List the experience of the key individuals of your organization: NAME. POSITION. YEARS OF EXPERIENCE. TYPE OF WORK. CAPACITY.

15. For what corporations or individuals have you performed work and to whom do you refer?
16. For what cities have you performed work and to whom do you refer?
17. For what counties have you performed work and to whom do you refer?
18. For what State bureaus or departments have you performed work and to whom do you refer?
19. Have you ever performed work for the U.S. Government?
 - a. If so, when and to whom do you refer?
20. The work, if awarded to you, will have the personal supervision of whom? (Attach resume and work history)
21. What equipment do you own that is available for the proposed work? Please attach a sheet including quantity, type, description (size, capacity, etc.), condition, years of service and present location.
22. What equipment will you intend to purchase for the use on the proposed work, should the contract be awarded to you? Please attach a sheet including quantity, type, description (size, capacity, etc.), and approximate cost.
23. How and when will you pay for the equipment to be purchased?
24. Would you propose to rent any equipment for this work?
 - A. If so, state type, quantity and reasons for renting.

21. FIRM PRICE GUARANTEE

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award.

The City of Farmington Hills reserves the right to renew this contract as stated herein, with the awarded bidder, through mutual consent and under the same terms and conditions for a period of three (3) years after the contract completion date.

Please indicate below your percentage of increase per year over the prices listed herein for the three (3) year extension of this contract.

Prices listed herein in will increase _____ % each year beginning at the third year of award.

22. CONTRACT TERMINATION

The City of Farmington Hills reserves the right, upon thirty days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

23. ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I _____, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office of MITN website, www.mitn.info and is an official copy of the authorized version.

24. AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS

Signed _____ Company _____

Printed _____ Address _____

Title _____ City/State/Zip _____

Phone _____ Fax _____

Contact Person _____ or _____

Email _____ Website _____

Product questions can be answered by Mike Foust (248) 871-2536, pager (248) 400-8379 or Jean Barrett, Assistant to the Director of Public Services at (248) 871-2533. General bidding questions can be answered by Kelly Monico, Senior Buyer at 248-871-2435.