



**CITY OF MOUNT VERNON
CALL FOR BIDS**

**70kW GENERATOR ON SKIDS
PROJECT NO: SS-2017-026**

SEALED BIDS FOR: **70kW Generator on Skids** will be received by the City of Mount Vernon at the office of the City Finance Department, 910 Cleveland Avenue, Mount Vernon, Washington, 98273 until 2:00 p.m. Monday, November 20, 2017, at which time the bids will be opened and publicly read. Envelopes must be clearly marked: "70kW Generator on Skids".

Plans and specifications may be reviewed and obtained at the City of Mount Vernon Public Works Department, 1024 Cleveland Street, Mount Vernon, Washington, at www.mountvernonwa.gov/bids.aspx, or by calling (360) 336-6204. Bid results may be obtained the day after opening by visiting the website above.

CITY OF MOUNT VERNON
Doug Volesky
Finance Director

Published: Skagit Valley Herald – November 8, 2017, and November 15, 2017

Purchaser: Dean Gilbert (360) 336-6204
Senior Engineering Technician
Public Works Department

GENERAL INSTRUCTIONS TO BIDDERS

1. SUBMITTAL OF BIDS: Bids must be delivered to the City of Mount Vernon Finance Office, 910 Cleveland Avenue, Mount Vernon, Washington 98273, by 2:00 p.m., Monday, November 20, 2017.

FOR: 70 kW GENERATOR ON SKIDS

No bids will be considered which are received after the time mentioned, and any bids so received after the scheduled closing time shall be returned to the bidder unopened.

BIDS MAY BE SENT IN BY MAIL OR TURNED IN PERSONALLY; HOWEVER, IF SENT BY MAIL, THE RESPONSIBILITY OF THEIR DELIVERY ON TIME TO THE CITY OF MOUNT VERNON FINANCE DEPARTMENT IS WHOLLY UPON THE BIDDER.

Each proposal shall be completely sealed, properly addressed to the City of Mount Vernon Finance Department, with the name of the bidder and "70kW Generator on Skids" marked on the exterior of the package.

2. SURETY BOND: Not required.
3. BID WITHDRAWAL: No bid can be withdrawn after having been formally opened by a representative from the City of Mount Vernon Finance Department.
4. NON-COLLUSION DECLARATION: The Bidder represents, by the submission of the Proposal, that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Bidder. The attached Non-Collusion Declaration must be submitted with the bid as part of the proposal.
5. LEGAL DISPUTES: Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract or any bids submitted in response to a Call for Bids under the attached Specification, the sole venue of any such legal action shall be the Skagit County Superior Court and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.
6. EXECUTION OF CONTRACT: The Bidder to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Mount Vernon within 10 days after receipt from the City of Mount Vernon of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract.

7. PAYMENT: If a prompt payment discount is offered, or if no payment terms are specified by the bidder, payment terms shall be Net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Discounts will be analyzed in contest of their overall cumulative effect prior to award. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if a check is mailed within the time specified. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.
8. TAXES:
 - A. Applicable Taxes: Bidder shall include in his/her Proposal all applicable local, city, state and federal taxes. It is the Bidder's obligation to state on his Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Bidder.
 - B. Federal Excise Tax: Do not include Federal Excise Tax in the bid prices. Federal Tax Exemption Certificates will be furnished, if required.
9. COMPLIANCE WITH REGULATIONS: The Bidder agrees to abide by all laws, rules and regulations promulgated by the United States of America, the State of Washington, or any agencies or subdivisions thereof, specifically including WISHA and OSHA regulations in effect at the time of bid opening. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.
10. FILLING IN PROPOSAL FORMS: The bidder will submit their proposal on the form furnished in the specifications. All blank spaces in the proposal form will be properly filled in, printed in ink or typewritten. The forms will be signed by the responsible company official, with the printed or typewritten designation of the office held in the company. The address of the bidder will be typed or printed on the proposal in the spaces provided.
11. INSERTIONS OF MATERIAL CONFLICTING WITH SPECIFICATIONS: Only material inserted by the bidder to meet requirements of the Specifications will be considered. Any other material inserted by the bidder will be disregarded by the City of Mount Vernon as being non-responsive and may be grounds for rejection of the bidder's proposal.

12. CONTACT PERSON: For further information relating to these specifications, please contact Dean Gilbert, Senior Engineering Technician at (360) 336-6204, or deang@mountvernonwa.gov.
13. SHIPPING: Shall be F.O.B. our destination, freight prepaid.
14. DELIVERY DATE & LATE PAYMENT: All material is to be delivered within the number of days specified. The vendor agrees to pay a late-delivery fee of \$25.00 per working day, (M-F), for any delay in delivery exceeding (15) calendar days beyond the required delivery date as specified. Any such late delivery assessments will be deducted from the vendor's invoices prior to payment. The vendor shall not, however, be responsible for delays in delivery due to acts beyond the vendor's or manufacturer's reasonable control or due to acts of God, fire, strikes, epidemics, war, riot, unavoidable delays in transportation or rail car/transport shortages, provided the customer is notified in writing by the vendor of such pending or actual delay and the reason therefore. If deemed excusable, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessments or extensions of time are to be authorized by written purchase order changes issued by the City of Mount Vernon.
15. SUBSTITUTIONS: If the City of Mount Vernon has specified manufacturer's brands and stock numbers to establish minimum standards, approved equals will be accepted. To receive such approval, the bidder shall be solely responsible for making the City of Mount Vernon familiar with the proposed products. Suppliers bidding other than specified must include with their bid complete specification sheets, photographs, schematic drawings, etc. Performance testing in the field may be required. Unfamiliar and/or untested products will be rejected as not meeting specifications. The City of Mount Vernon reserves the right to be the sole judge of acceptability.
16. PROHIBITION OF ALTERATIONS: Except as otherwise provided herein, proposals which are incomplete or which are conditioned in any way, or which contain erasures, alterations or items not called for in the proposal, or which are not in conformity to the law, may be rejected. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for on the proposal form furnished will be considered as the bid.

Bidders are warned that any attempt to condition the proposal by inserting therein, any exceptions to the specifications or any conditions, qualification, or additions, which vary the terms of the proposal, may result in the rejection thereof.
17. TERMS AND CONDITIONS: All terms and conditions of the City of Mount Vernon Purchase Order form shall apply to contracts resulting from this Invitation to Bid.

18. REJECTION OF PROPOSAL: The City of Mount Vernon reserves the right to reject any or all bids, to waive any informality in bids, and to award any one or more items to anyone or more bidders.
19. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, a bidder may submit a written request for an interpretation thereof. Any interpretation of the proposed documents will be mailed or delivered to each person receiving a set of such documents. The City of Mount Vernon will not be responsible for any other explanations or interpretations of the proposed documents. The City of Mount Vernon will receive all requests for interpretations no later than five (5) days prior to bid opening time.
20. EXTENSION OF CONTRACT: Contracts resulting from this Invitation to Bid shall be subject to extensions by mutual agreement, per the same prices, terms and conditions resulting from this Proposal.
21. FACSIMILE: the City of Mount Vernon will not accept Telecopy (facsimile) bid proposals.
22. PREVAILING WAGE: Does Not Apply.

CITY OF MOUNT VERNON MINIMUM SPECIFICATIONS 70 kW GENERATOR ON SKIDS

It is the intent of these specifications to describe the minimum requirements for a diesel generator mounted on a trailer.

Generator

Voltage, 60Hz

3 position selector switch - lockable

277/480V - 3 Phase

120/208V – 3 Phase

120/240V – Single Phase

Brushless, rotating-field alternator.

Engine

Diesel

Heavy-duty air cleaner with air restrictor indicator

Low coolant shutdown

Radiator and oil drains plumbed to exterior with interior valves

Rubber vibration dampers to isolate engine and generator from frame

Certified by the Environmental Protection Agency to conform to Tier IV Final non-road emissions regulations.

Fuel Tank

None

Control panel and connections

Auto and manual start

Engine stop/reset

Alarm mute

Shore power connection points for block heater, battery chargers, and battery heater.

Customer Options

Battery charger, 12V, 6 amp

Cold weather package (includes block heater and battery heater pad and wrap)

Duplex receptacles, two 120 V, 15 amp

Battery disconnect switch

720CCA wet cell battery

Dimensions

Not to exceed:

108" long

39" wide

70" tall

Miscellaneous

Standard factory testing

On-site testing to include startup, testing and calibration

Owner training at time of startup

Provide two (2) O.M. manuals

Warranty

2 year/2000 hour warranty all engine/generator components.

Delivery

All components shall be delivered within 10 weeks from date of Notice to Proceed. F.O.B., City of Mount Vernon Wastewater Treatment Facility, 1401 Britt Road, Mount Vernon, WA 98273.

The City will provide equipment to unload the components.

CITY OF MOUNT VERNON
PROPOSAL SHEET

**TO: FINANCE DIRECTOR
CITY HALL BUILDING
910 CLEVELAND AVENUE
MOUNT VERNON WA, 98273**

We, the undersigned, hereby agree to furnish the following F.O.B. destination, freight prepaid.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	70 kW GENERATOR ON SKIDS		
Applicable Sales Tax 8.7%				
TOTAL				

CITY OF MOUNT VERNON
PROPOSAL SHEET

TOTAL from previous page \$_____

The undersigned Agent or Principal hereby agrees to and is bound by the above offer.

FIRM: _____

SIGNED: _____ TITLE: _____

TYPED SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ DATE: _____

EMAIL: _____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.