

BIDDER'S PACKAGE

CASCADE COUNTY

SOLICITATION FOR BIDS FOR: Purchase, Complete Installation, and Testing/Certification of one (1) electric generator to provide backup power in the event of electrical power failure for the current operations at the City-County Health Department facility located at 115 4th Street South in Great Falls, MT. Specifications as outlined in the bidder's package.

July 2012

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INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Board of Commissioners will receive sealed bids for the purchase, installation, and testing of an electric generator to provide backup power, in the event of electrical power failure, for the operation of the existing facilities at the City County Health Department located at 115 4th Street South in Great Falls, Montana. Specifications for the equipment may be obtained by contacting Brian Clifton, Public Works Director, 121 4th Street North, Suite 2H/I, Great Falls, MT 59401, (406) 454-6905.

Bids will be opened on the 13th day of August, 2012, at the time of 1:00 o'clock p.m. in the office of the Board of Commissioners, in the Cascade County Courthouse Annex, Room 111, 325 2nd Ave South, Great Falls, Montana.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of thirty (30) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest, best value, most responsible bidder, and deemed to be in the best interest of Cascade County.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 27th day of July, 2012.

Jane Weber, Chairman
Cascade County Board of Commissioners

(Publication Dates: August 1, August 5 and August 12, 2012)

GENERAL INFORMATION TO BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities capable of supplying for purchase, installation, and testing of an electric generator to provide backup power, in the event of electrical power failure, for the operation of the existing facilities at the City County Health Department located at 115 4th Avenue South in Great Falls, MT as described in the specifications included herein. Bids shall be opened and read aloud at a meeting to take place on the 13th day of August, 2012, at the time of 1:00 o'clock p.m. at the Commissioners Office, in the Cascade County Courthouse Annex Room 111. All bids must be received no later than the start of the meeting.

2. Notice. Notice is being published in the Great Falls Tribune, (a copy of the notice is included with this package) with publication dates of August 1st, 5th and 12th, 2012. All interested and capable persons or entities are invited to submit bids on the bid form included with this package.

3. Bid Security. Pursuant to Section 18-1-201, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified below, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required “as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid...” Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-203, Montana Code Annotated, as follows;

“(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:

(a) lawful money of the United States;

(b) a cashier’s check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or

(c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized

independent rating agencies.

(2) The money or, in lieu of money, the bank instruments or bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids.”

The successful bidder’s bid security shall be returned upon the parties entering into and executing the proposed contract. Also, at such time, the bid security of unsuccessful bidders shall be returned.

4. Contract. The successful bidder will be expected to enter into a contract with Cascade County. The form of the contract is included within this package. However, Cascade County reserves the right to make changes to the contract, which do not affect the substantial rights of the parties.

All bids shall remain effective for a period of thirty (30) days from the date of opening at some time during said thirty (30) day period, the successful bidder will be expected to enter into the contract.

5. Waiver of irregularities and informalities. Cascade County reserves the right to waive any irregularity or informality in any bid. Further, Cascade County reserves the right to reject any and all bids for any reason.

6. Basis of Award. Shall be dependent on the lowest, best value, most responsible bidder, and deemed to be in the best interest of Cascade County. Consideration will be given, but is not limited to, cash flow, purchase price, delivery date, equipment service guarantees, parts and service availability, parts and service facilities locations, analysis and comparison of equipment specification details including past experience of Cascade County with similar or related equipment.

7. Resident Bidder Preference. Pursuant to Section 18-1-102, Montana Code Annotated, Cascade County will award the contract “to the most responsible bidder without regard to residency. However, a resident must be allowed a preference on a contract against the bid of a nonresident if the state or country of the nonresident enforces a preference for residents. The preference must be equal to the preference given in the other state or country.”

According to Section 18-1-113, Montana Code Annotated, any bidder seeking a preference shall be required to file, along with the bid, an affidavit, specifying in detail, the basis upon which the bidder claims a preference.

8. Non-Discrimination. The successful bidder shall be expected to abide by all provisions of state and federal law regarding discrimination. One such provision, in Montana law is Section 49-3-207, Montana Code Annotated, which states Non-Discrimination; “(e)very state or local contract or subcontract for construction of public buildings or for other public work or for goods or services must contain a provision that all hiring must be on the basis of merit and qualifications, and a provision that there may not be discrimination on the basis or race, color

religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

9. Laws and Regulations. Each bidder is expected to be familiar with and abide by all laws of the federal, state and local governments regarding their obligations in bidding and performing public contracts.

10. Warranty. In order to guarantee the cost of repairs and minimize downtime for Cascade County, all bidders shall include with their bid a warranty. A detailed document shall be submitted with the bid covering components included & not included, definitions, party responsibilities & claim procedures.

11. Questions. Should any bidder have any questions about the specifications, or any provision or other information contained in the bidder's package, they may direct inquires, in writing, to Brian Clifton, Public Works Director, 121 4th Street North, Suite 2H/I, Great Falls, MT 59401, (406) 454-6905. Any clarification information, or any changes made to any information in the bidder's package shall be provided to all potential bidders who have obtained a copy of the specifications from Cascade County.

BIDDER'S SUBMISSION REQUIREMENTS

Sealed bids shall be submitted by each bidder. Sealed bids must be received by Cascade County no later than 1:00 o'clock p.m., August 13, 2012, this is the time of commencement of the meeting to open bids. Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 ½" x 12", or larger manila envelope. The manila envelope shall be sealed, and the following information shall be written or typed on the outside of the envelope: (1) the name, address, and telephone number of the bidder: (2) the words "Bid to Cascade County for Backup Electrical Generator".

The following documents shall be included in the manila envelope, in the following order:

1. Bid Forms. The Bid Form shall be completely filled out and signed by an authorized agent of the bidding company.
2. Bid Bond. A bid bond must be enclosed and must be in the form as specified in this package. The bid bond must be in the amount bid.
3. Warranty Information. All warranty information for the equipment must be Included.
4. Delivery Date. Bidder must specify delivery date. Delivery shall be F.O.B. City-County Health Department at Great Falls, Montana.
5. Other Information. Bidders are encouraged, but not required, to include other information about their business and about the equipment in the bid.

BID FORM

The undersigned Bidder hereby covenants and agrees to provide for purchase, complete installation, and testing/certification of an electric generator to provide backup power, in the event of electrical power failure, for the current operation of the existing facilities at the City County Health Department located at 115 4th Street South in Great Falls, MT as described in the Specifications, for the price stated. The bidder understands that this bid is effective for thirty (30) days from the date of opening. All lines on the Bid Form must be completed.

Manufacturer of Electrical Generator _____

Warranty of Electrical Generator _____

Warranty of Labor of Electrical Generator Installation _____

Estimated Begin Date of Construction _____

Estimated Completion Date of Construction _____

BASE BID:

Total purchase price of a diesel powered generator including all items contained within the specification requirements exclusive of Alternate Bid Item #1 and Alternate Bid Item #2.

\$ _____

ALTERNATE 1 BID:

Bid of Alternate #1 to locate the unit in existing parking lot north of existing building across alley with connection to the facility in the same location as described in the base bid should the primary location not be permitted.

\$ _____

ALTERNATE 2 BID:

Bid of Alternate #2 for a natural gas fired electrical generator in lieu of a diesel fired electrical generator as described in the specifications.

\$ _____

Proposed delivery date: _____.

Bidder's Name _____

Bidder's Address _____

Bidder's Phone No. _____

Bidder's Signature

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012, by and between Cascade County, and _____, hereinafter referred to as the seller, and is meant to describe the terms and conditions for the sale and installation by seller and the purchase by Cascade County of one electrical generator as specified in the bidding specifications.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The seller agrees to sell and provide, and Cascade County agrees to purchase one electrical generator as specified in the bidding specifications, for the sale price of \$_____.

The specific equipment to be purchased is more specifically described as follows:

2. Payment Terms. Cascade County shall make payment in full for the equipment in the amount of \$_____ to the seller within 30 days of the county's satisfaction of the installation and functioning of the equipment.

3. Delivery Date. Time is of the essence in this agreement. The seller shall deliver And install the equipment to the satisfaction of Cascade County no later than _____. If full delivery and installation is not made by such date, the parties hereby agree that Cascade County shall be entitled to liquidated damages in the amount of \$500.00 for each day past such deliver date until full delivery and installation takes place. Cascade County may choose to waive its receipt of liquidated damages.

4. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package.

5. Insurance. Delivery shall be F.O.B. City-County Health Department, 115 4th Street S, Great Falls, Montana. The seller shall be responsible for insuring the equipment until it is delivered and installed and functioning to the satisfaction of Cascade County at the approved location by Cascade County. Cascade County shall not be responsible for loss until such time,

and then upon final acceptance of the equipment the obligation for insurance shall be the responsibility of Cascade County.

6. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, Montana.

7. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this _____ day of _____, 2012.

CASCADE COUNTY:

Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder

Successful Bidder

SPECIFICATIONS

Generator:

A diesel powered electrical generator to provide backup power supply for the current existing facilities used by the City County Health Department located at 115 4th Street South. The intent is for the current operations to maintain the ability to operate at full capacity in the event an emergency should cause the loss of power to the facility. The base bid must include the installation of all appurtenances and electrical connections, equipment, parts, etc. necessary for operation of the facility during a power outage. The unit must be able to respond within 8-10 minutes of a power outage.

Alternate #2 of this bid will be for the electrical generator to be powered by natural gas instead of diesel and shall include any and all additional costs for connection of the proposed generator to a natural gas supply.

Location:

The primary location for the unit desired by the client is on the north side of the building between the building and the alley with connections to the building near its existing transformer.

Alternate #1 of this bid will be for the generator to be located directly north of the building across the alley in the existing parking lot.

Security:

The Based Bid must include the costs associated with the unit to be surrounded by a six foot high chain link fence with one gate to allow access by authorized personnel. The gate must be capable of being padlocked shut and be large enough to allow normal personnel access. The distance between the generator and the fence on all sides must allow for a minimum of three feet for work space to maintain the unit. The perimeter of the unit must be protected from vehicle collisions by six-inch diameter, concrete filled pipe bollards two feet minimum in the ground with four feet exposed above the ground on four foot centers around the entire unit outside of the chain link security fence and be capable of withstanding a collision with a vehicle without causing damage to the electrical generating unit.

Permitting:

The based bid must include all costs associated with the bidder obtaining all necessary local, state, and federal permits.

Site Preparation:

The base bid must include all costs associated with the installation of the unit on a concrete pad that meets the specifications by the manufacturers of the selected generator, allows for proper drainage of the site, cutting and replacing any asphalt, concrete, dirt, sod, curbing, sidewalks, sprinkler components, back to original functioning conditions or better.

Miscellaneous:

The base bid must include all costs associated with electrical components, connections, wiring, testing, and certifying completion to county specifications and satisfaction. If a diesel

generator is chosen, the successful bidder shall provide the generator with a full tank of diesel. If a natural gas fired electrical generator is chosen, the successful bidder shall provide in their alternate bid #2, all costs associated with the connection to the existing natural gas supply, piping, trenching, permitting, restoring grounds, etc. as described in specifications above.

The intent of this scope of work is for a “turnkey” installation of the electrical generator to be fully functional for use by Cascade County. Satisfaction of all work must be to Cascade County standards upon completion prior to execution of contract payment.

BIDDER'S CHECKLIST

Please be sure you have completed the following prior to submitting your bid:

1. Read and understood the specifications.
2. Enclosed all documents listed in the Bidder's Submission Requirements
3. Followed all applicable State laws that pertain to this bid.
4. Asked any questions, and received answers, regarding the bid procedure, specifications, or general information.

***** NOTE: Any bid that is not properly addressed (including bidders phone no.), or that is delivered past the date and time indicated on the invitation to bid, will be invalid and will not be opened or considered.*****