



CITY OF HAVERHILL, MASSACHUSETTS
Invitation for Bid

IFB028.12

Back Up Emergency Diesel Generator

Bid Due Date: Thursday, January 12, 2012, 2:00 P.M.

Haverhill Purchasing Department
City Hall, Room 105
4 Summer Street
Haverhill, MA 01830-5875
Telephone: (978) 420-3606
Purchasing@cityofhaverhill.com

City Of Haverhill
City Hall
4 Summer Street
Haverhill, Massachusetts 01830-5876

IFB028.12 – Back Up Emergency Diesel Generator

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested from qualified contractors by the City of Haverhill for a Back Up Emergency Diesel Generator. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco, Purchasing Department, Room 105, Four Summer Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened and read by the Purchasing Director.
- B. Bids are to be submitted by 2:00 p.m., Thursday, January 12, 2012, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB028.12, Back Up Emergency Diesel Generator." Bids will be available for public inspection three (3) business days after the bid opening.
- C. The contract will be awarded by the City within sixty (60) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the successful bidder.
- D. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up/downloaded the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- E. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM on Wednesday, January 4, 2012. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up/downloaded the IFB.
- F. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- G. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- H. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- I. All bid prices submitted in response to this IFB must remain firm for ninety (90) days following the bid opening.
- J. Each bidder will submit two (2) copies including all required forms. All Bids submitted must include a signed certificate of non-collusion and tax compliance, reference listing, and a completed bid pricing sheet.
- K. Funds Availability. All contract awards are subject to and contingent upon fund availability.
- L. Indemnity. Unless otherwise provided by law, the Contractor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.
- M. Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

II. Purchase Description / Scope of Services:

- A. The City will purchase of an outdoor back up emergency diesel generator system.
- B. The emergency generator backup system will be for the Haverhill Highway Facility located at 500 Primrose Street. The City of Haverhill is requesting sealed bids for the purchase and delivery of one outdoor diesel engine powered emergency generator to protect the Highway Facility in the event of a power outage.
- C. This is an equipment purchase only. Installation is not part of this Bid. Installation will be performed at a later date. The successful bidder will offload the generator at the Haverhill Highway Facility.
- D. **Background:**
 - The Haverhill Highway facility (HHF) houses the Highway Dept., DPW Administration, and Fleet Services Division and Fire Maintenance Division. The HHF currently does not have an emergency backup power generator and has lost electrical power three times in the last two and one-half years.
 - The HHF emergency power needs includes lighting, back-up power for the city's telephone and computer systems and HVAC equipment. The intent of the city is to have a reliable emergency generator for all HHF electrical needs.
 - Based on information from the City's electrical contractor, one **Out-door** diesel fueled generator set, rated 100 KW, 125 KVA, Standby rating, 120-208 vac, 3 phase, 60HZ is required. The intent of the city is to purchase an emergency generator with a useful service life of at least 20-years.
 - The new generator shall be installed on a concrete pad which will be provided by the City of Haverhill. The City's electrical contractor shall install all wiring for the new generator.
 - Bidder must commit to a realistic delivery date. Delivery date must be stated as "weeks After Receipt of Order (ARO)".

III. References:

1. Commercial: Submit a listing of ongoing projects and projects completed in the last five (5) years.
2. The Bidder shall disclose any current or pending litigation regarding similar projects.

IV. Rule for Award:

The award of this contract will be made to the lowest responsive and responsible bidder.

V. Bid Pricing Sheet: See Appendix B.

VI. Non Collusion Form and Tax Compliance Form: See Appendix C.

VII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Unless otherwise stated, the bid price shall be F.O.B. Destination.
- D. Verbal orders are not binding on the City or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- E. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal.
- F. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.

- G. Bidders must supply an anticipated schedule for work to be completed once a contract has been signed. The schedule should state a proposed start date as well as the projected number of days needed to complete the installation.
- H. All work is to be completed during normal working hours.
- I. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer.
- J. Warranties and Guarantees. All bidders must include with their bid or proposal copies of warranties and/or guarantees for each item and related major components. Such warranties or guaranties must be assignable to the City by the bidder or it must make arrangements to allow such assignment. Warranties and Guarantees are part of the evaluation criteria.
- K. Non-restricted Solicitation. Any reference to a particular trademark, trade name, patent, design, type, specification, producer, supplier, or catalogue is not intended to restrict this solicitation to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.
- L. Material Safety Data Sheets. Pursuant to M.G.L. ch. 111F, sec. 8-10, any supplier who receives a contract resulting from this solicitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made.

VIII. Specifications See Appendix A

Appendix A
IFB028.12
Specifications

FEATURES

- Kohler #100REOZJF 100 Kilowatt, 120/208 Volt, 60 Hz, Three Phase, Diesel Powered Generator Set, or approved equal. A natural gas or LP gas fueled engine is not acceptable.
- EPA Tier III Certified Rated Engine With Electronic Governor +/- 1% Output Regulation
- Kohler Weatherproof Enclosure, or equal
- Kohler DEC 550 Control Panel with 400 Amp Disconnect Switch, or equal
- Kohler #KSS/KSP Transfer Switch, 400 Ampere, or equal
- Unit Mounted Radiator
- 1800 Watt, 120 Volt Engine Block Heater
- 200 Gallon Base Tank
- Battery, Cables, Rack and Charger
- One Year Factory Warranty
- Start-up and Test
- The emergency generator is to be enclosed with a weather resistant sound enclosure to maintain a sound level not to exceed 75 db measured 25-feet from the installation location.

The emergency generator and all components and equipment provided are to be the manufacturer's latest model. All attachments, equipment or accessories not specifically listed in this bid request are to be included to conform to the best practices known within the emergency generator industry in trade, quality, workmanship and design.

The contractor is to supply two complete sets of operating and maintenance manuals for the emergency generator.

TRAINING & START-UP:

The successful bidder will provide Start-Up / System Testing / Owner Training within ten days of request by the City. Training and Start-up shall be within six months of delivery of the generator. Provide a minimum of three (3) hours of training.

**Appendix B
IFB028.12
Bid Pricing Sheet**

Make / Model	DESCRIPTION	Cost	Lead Time (ARO)
	Total Cost	S _____	

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Appendix C
IFB028.12
Certifications

I. CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

Appendix D
IFB028.12
References

Submit a listing of ongoing projects and projects completed in the last five (5) years.

Municipality / Organization	Project Contact Person	Address	Phone



CITY OF HAVERHILL
ARTICLES OF AGREEMENT

Back Up Emergency Generator
IFB028.12

(For information only. This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2012 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____ a corporation duly organized and existing under the laws of the Commonwealth/State of _____ or as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on within thirty days of date of order.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the bid documents of _____, 2012 (bid opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The CITY may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the CITY. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE IX. FOREIGN CORPORATIONS: (Reference: M.G.L. Ch. 30, Section 39L). CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the City a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE X. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XI. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr., Esq.
City Solicitor

James J. Fiorentini, Esq.
Mayor

Witness

Robert DeFusco
Purchasing Director

FOR THE CONTRACTOR:

By: _____

Michael Stankovich
DPW Director

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor