



WARE COUNTY FACILITIES COORDINATOR

800 Church Street, Suite B-217, Waycross, GA 31501

Phone: (912) 287-4480 Cellular: (912) 281-0215

Fax: (912) 287-4482 Email: clarke@warecounty.com

REQUEST FOR BIDS GENERATOR MAINTENANCE CONTRACTORS

The Ware County Board of Commissioners is seeking bids from contractors for annual maintenance and load bank testing of emergency backup generators and 24-hour emergency repair services throughout the year.

Scope of work shall include: Provide labor, materials, and equipment necessary to perform annual Preventative Maintenance and load bank testing for emergency generators in the month of May. The annual maintenance shall include; check overall condition of the unit, check for proper operation of unit, drain and replace engine oil and engine oil filter, replace engine air and fuel filters, check all belts and hoses and replace as necessary, check radiator coolant and antifreeze levels and replenish as required, and all other items needed to perform a complete generator maintenance service. The contractor will be required to provide 24-hour emergency response services and to make approved repairs that are required or recommended.

Contract Time: Term of one calendar year with annual maintenance performed in the month of May, and the option to renew, at the county's discretion, for a 3-year period.

Obtaining Proposals Specifications: The bid package and specifications cost \$0.00 (non-refundable) and may be picked up at the Ware County Commission Office, 800 Church Street, Suite 223, Waycross, GA 31501, Phone: (912) 287-4300, or downloaded from the county website at www.warecounty.com/. To ask questions, examine the site and the work involved, bidders should contact, Clarke Lee, Facilities Coordinator for Ware County, GA. Phone: (912) 287-4480.

Bonds and Insurance:

1. Contractor must provide proof of General Liability Insurance in the amount of \$100,000.00 and Vehicle Insurance.
2. Contractor must provide proof of Worker's Compensation as required by law or a properly completed Worker's Compensation Exemption Affidavit.

Submitting Bids: Bids shall be received until **10:00 AM, Wednesday, November 17, 2010**, in the Office of **Facilities Coordinator, Attention: Clarke Lee, located at 800 Church Street, Suite B217, Waycross, GA 31501**, and shall be opened after that time. No bids received after this date and time shall be opened or considered.

Preservation of Rights: The Owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities, and irregularities. The Owner reserves the right to accept the bid, which in the judgment of the Owner, is in his best interest.

INSTRUCTIONS TO BIDDERS

It is the intent of Ware County to award this contract based upon the lowest and/or best bid price that is in the best interest of Ware County. Ware County is asking for Unit Prices in the event that items may be deleted or changed, or additional work is added which will change the contract value.

Each bidder shall include all costs for equipment, labor and materials, fees and other cost factors in their bid price. Ware County reserves the right to negotiate with the successful bidder before, or after, award of the contract for any value engineering that may save Ware County money and attain the same goal.

The contractor awarded the contract shall submit, **with their bid**, a Schedule of Values for unit price breakdowns to demonstrate bid pricing that will allow changes in work to be added or deducted.

Bids will be opened and read as stated in the Invitation to Bid. **All bids must be submitted on the same form as the specimen shown on pages 11 through 17 of this document and must be signed.** All blanks on the Bid Form must be filled in. The completed form shall be without interlineations, alteration or erasure. Failure to submit a bid in the form requested may render the bid irregular and shall be considered sufficient cause for rejection of a bid.

Bids shall be received until 10:00 AM, Wednesday, November 17, 2010, in the Office of Facilities Coordinator, Attention: Clarke Lee, located at 800 Church Street, Suite B217, Waycross, GA 31501, and shall be opened after that time. No bids received after this date and time shall be opened or considered. Bids are to reach the address designated in the Invitation to Bid no later than the time and date named in the Invitation to Bid.

Bids may be withdrawn by contractors prior to the time set for official opening. After time has been called, no proposal may be withdrawn for a period of sixty (60) calendar days. Negligence or error on the part of any bidder in preparing his proposal confers no right of withdrawal or modification of his proposal after time has been called.

NEGOTIATION

Ware County reserves the right to negotiate with the lowest and/or best bidder for value engineering changes, after bid opening and establishment of the lowest and/or best bid, before the contract is awarded and/or after contract award.

Negotiations will not be made to increase the contract price except in the instance of additional work added to the contract.

ADDITIONAL WORK

Ware County reserves the right to make additions of work to this contract per the contract unit pricing structure and the contract documentation and through negotiations with the contractor for work on this or other projects, for a period of one year, and any subsequent renewals thereof.

BONDS & INSURANCE

No Bonds are required, because the owner is paying by approved invoices, for work completed in place and approved by the owner only.

Contractor must provide proof of General Liability Insurance in the amount of \$100,000.00 and insurance for vehicles.

Contractor must provide proof of Worker's Compensation as required by law, or a properly completed Worker's Compensation Exemption Affidavit.

AWARD OF CONTRACT

The owner reserves the right to reject any or all bids and to waive all minor technicalities, informalities and irregularities. Owner reserves the right to accept the bid, which in the judgment of the Owner is in his best interest.

SUBMITTALS

Within ten (10) calendar days after receipt of the "Notice of Award" of the contract and before proceeding to work, the contractor must provide the following information to the owner's representative, Clarke Lee, Facilities Coordinator, 800 Church Street, Suite B-217, Waycross, GA 31501.

1. Copy of current valid business license.
2. Certificates of insurance meeting or exceeding requirements.
3. Proof of Worker's Compensation Insurance or a Worker's Compensation Exemption Affidavit (Page 10 of this document)
4. Provide certification of all personnel who will be performing maintenance and repairs.
5. Provide the company's contractual, maintenance or service agreement that has been modified to be in agreement with the terms and conditions of the county's bid documents, specifications and attachments or negotiated changes thereto.

The Owner must approve all submittal data before work proceeds.

NOTICE TO PROCEED

Upon receiving and approving all the submittal data required, the Owner shall issue (in writing by letter, fax or email) a "Notice to Proceed" and the Contractor may then begin work in accordance with an approved work schedule being established.

SCHEDULING OF WORK

The Contractor shall schedule work, with the owner and the entities involved, insuring that work flows smoothly without damage or hindrance to the Contractor or entities involved.

TIME ALLOWANCE

The Contractor shall complete the annual maintenance and load bank test in the month of May, unless preapproved by the Facilities Coordinator.

CALL BACK AND OTHER REPAIR WORK

The contractor shall submit with their bid a completed Schedule of Values that list all their charges for work other than the annual maintenance work to be performed. This shall include service charges, mileage or travel rates, hourly cost for technician with service vehicle and tools included, and any other charges that may apply.

APPLICATIONS FOR PAYMENT

Annual maintenance may be billed after fulfillment of all contract obligations on all generators is completed. Subsequent repairs and other repairs shall be billed upon completion.

The Contractor shall submit to the Owner an itemized invoice, for approval and payment, for work in place completed and accepted. All invoices shall list the items and quantities of work done, and list the unit cost per the contract pricing. Invoices shall be accompanied by a completed work order or other appropriate form signed by the technician that includes all services performed that are being billed for.

SCHEDULE OF VALUES

Complete the Schedule of Values provided, fill in all blanks and return with the bid form.

GENERAL REQUIREMENTS

The annual maintenance inspection and service shall be performed in the month of May and shall include, but is not limited to the following items:

1. Change the engine oil and replace the engine oil filter.
2. Replace the engine air filter, check the air inlets and outlets and clean as necessary.
3. Grease and lubricate as required.
4. Replace fuel filter, inspect fuel system.
5. Check the battery, battery posts, battery cables, and battery charger and connections, for loose connections, corrosion and proper operation.

6. Check the unit wiring for loose connections, corrosion and damage and repair.
7. Check the engine thermal protection levels, coolant and antifreeze, and correct as necessary.
8. Check block heater
9. Check the engine fan belts for wear, weather cracking and damage.
10. Inspect muffler system
11. Test the engine and transfer switch safety devices.
12. Visually inspect unit for leaks, wear or damage, loose connection or abnormal operating conditions.
13. Start and exercise the unit looking for leaks, loose connections or components, and abnormal operating conditions. Initiate an automatic start and transfer the load to insure all components are working proper and make adjustments and repairs as needed.
14. Inspect rotor and stator.
15. Check and adjust governor system and AC output frequency.
16. Check and adjust voltage output.
17. Inspect automatic transfer switch.
18. Perform simulated power outage test.
19. Submit report to customer.
20. Perform a 2-hour full load bank test
21. Perform any other test as may be required by law, code or ordinance for the generators to be certified at their level of classification of use.
22. Perform any other normal maintenance that is normal whether listed or not.
23. Return the unit to stand-by setup for operation when required.
24. Immediately notify the owner of any repairs that should be made to be followed by a written quote as soon as possible.
25. Provide the owner with copies of all reports (field and office generated), of all visits to each site, detailing the work done, noting completed work and deficiencies and needed repairs, and the time spent on site.

Repairs that need to be done immediately shall be presented to the Facilities Coordinator along with an estimate and must be approved before proceeding.

Any items found that will need repair in the near future shall be brought to the attention of the Facilities Coordinator along with an estimate so they can be budgeted.

PARTS AND REPAIRS INCULDED IN THE CONTRACT

The following items shall be included in the annual maintenance contract amount:
 Engine oils, oil filters, air filters, fuel filters, antifreeze and coolants, grease and other lubricants, other necessary engine fluids (excluding fuel only), and any other parts that are considered normal maintenance items.

PARTS & REPAIRS NOT INCLUDED IN THE CONTRACT

All repairs and parts not included in the contract amount shall be **quoted and approved by the owner's representative before they are replaced.**

The contractor is expected to provide parts that are normal stock items and those needed to remedy emergency situations in the most efficient manner at the minimal cost. Non-emergency parts should be quoted on a repair quotation.

The county reserves the right to get quotes and supply the parts if they can purchase them at a better price in a timely manner. If the county elects to get other quotes, the contractor shall be required to supply the owner with the information needed to get quotes.

If the contractor adds any extra charges to parts above their invoiced price the percentage shall be shown in the appropriate place in the schedule of values. All charges for parts shall be supported by an invoice from the supplier, showing the amount charged to the contractor, and a copy attached to the contractor's invoice for payment.

SERVICE CALL CHARGES

Ware County expects the service call charge to include all charges the company requires, including mileage charges and travel time charges, with hourly rates beginning when the technician arrives on site and begins work. For each call or repair, or grouped repairs, Ware County expects that it will only have one service charge included.

Repairs requiring more than one trip shall have only one service charge and subsequent trips shall not reflect service charges.

TRAVEL TIME AND MILEAGE

Travel time may be charged for subsequent trips from a previous service call. However, the total of travel time charges and mileage charges combined shall not exceed a normal service charge and is expected to be somewhat less than a normal service call.

Travel time and mileage may be charged when the technician is picking up parts when on an onsite call.

HOURLY RATES

Except in the case of emergencies, the contractor shall coordinate the work to be accomplished in their regular scheduled working hours and should not incur overtime rates. Exception is when the repair may be accomplished with minimal overtime and save an extra trip. Coordinate with the owner for exceptions.

OVERTIME RATES

Calls for emergency repairs that are received after/outside the normal business hours, requiring on site response by a technician, may be billed at overtime rates for all hours the technician is on site outside normal business hours.

Should response to a call move into regular business hours the rates shall return to normal hourly rates and overtime rates shall only be charged for hours outside of normal hours of operation.

24/7 SERVICE

The contractor shall be required to provide 24 hours per day service every day with no exceptions. Ware County has to provide emergency services 24 hours a day every day and must be supported in the event of generator problems at any time.

CALLS DURING NORMAL BUSINESS HOURS

During normal business hours, the county expects to have one phone number, no more than 2, to call that will go directly to a person who shall answer and respond as needed. If the call goes to a beeper or voice mail and is not answered by a person, there must be verbal response within 5 minutes of the placed call.

CALLS OUTSIDE NORMAL BUSINESS HOURS

Outside of normal business hours, the county expects to have one phone number, no more than 2, to call that will go directly to a person who shall answer and respond as needed. If the call goes to a beeper or voice mail and is not answered by a person, there must be verbal response within, prefer 5 minutes, no more than 15 minutes of the placed call.

RESPONSE TIME

The contractor shall be required to provide verbal response to any call any time within 15 minutes of a call being placed to them.

The company shall be required to have competent certified personnel within a 75 mile driving distance of the Ware County sites and be able to have a technician on site within a maximum of 1- $\frac{1}{2}$ hours (90 minutes) of the time of call.

TECHNICIANS AND CERTIFICATION

All technicians shall be competent and certified for the duties they perform. They should be competent in understanding what the problem is, finding the problem, and fixing the problem in a minimal amount of time.

Technicians should be furnished with dependable travel, the tools, diagnostic equipment, common parts, and means to carry all these items with them, on each service call. They should have at their disposal any testing or diagnostic equipment that is not normally carried with them.

CLEAN UP & DISPOSAL

The contractor is required to keep the generator and work area clean and free of any debris and to legally dispose of all waste materials including all petroleum, oils, grease, by-products, parts and etc., including cleanup and disposal of any spills of hazardous materials.

DAMAGE

The Contractor shall be fully responsible for the safety and good condition of all work and materials and shall take care to not damage existing items to remain or new items installed, other components, and all persons (employees or visitors) and personnel involved in the fulfillment of the contract.

Damaged items shall be repaired or replaced to the owner's satisfaction as recommended by the owner's representative, Clarke Lee, Facilities Coordinator, or his designee.

DAMAGE COST

All restoration of damages shall be done without any cost to the owner. If Ware County has to expend any funds for council or law suit to collect the monies due, the contractor agrees to reimburse Ware County all restoration and legal cost.

CONTRACTURAL AGREEMENT

The contractor, awarded the bid, shall be bound by and agrees to all the conditions set forth in this bid package, specifications, and any attachments thereto. The contractor agrees to complete and sign the contract agreement included in this bid package and be bound thereunto.

Should the contracting company have a requirement that Ware County sign their own contractual, maintenance or service agreement, the company agrees to, and shall modify their contractual, maintenance or service agreement to be in agreement with the terms of this bid document, specifications, negotiated changes and attachments thereto.

TERMINATION OF CONTRACT

Ware County may, at any time they deem necessary, terminate this agreement with written notice, for any justifiable reason, such as incompetence in performing the contract requirements. Payment shall be made for all approved work in place and approved materials on site. No payment shall be made for unapproved or unacceptable work in place or materials on site.

WARRANTY

Manufacturer's Warranty

Replacement parts shall be provided with the manufacturer's standard warranty. In the event that replacement parts fail during the warranty period they shall be replaced free

of charge. Note on the field work order and billing invoice the warranty time for each replacement part and/or provide a written warranty for each item used.

Contractor's Warranty

The Contractor shall warrant all work and materials to be free from defects and failure. Should work or materials fail during the warranty period the Contractor agrees to replace said failures at no cost to Ware County and in a timely manner. Should the Contractor fail to fulfill the warranty obligations, Ware County may use any means necessary to make the work right and charge all costs to the Contractor, who agrees to pay all such costs.

WORKER'S COMPENSATION EXEMPTION AFFIDAVIT

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees. Form must be signed and notarized.

This is to verify that

Company Name: _____

Address: _____

City, State, Zip Code: _____

is a (**Circle One**) Sole Proprietorship or Corporation/Partnership

and has ____ employees, other than his/her self.

Under the terms of Georgia Worker's Compensation regulations, it is NOT necessary for the above named company to carry Worker's Compensation Insurance.

Approved by Authorized Representative of Contractor

Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Printed Signature: _____

Printed Title of Signer: _____

Date of Signature: _____

Notary Printed Name & Signature

Date of Expiration

Seal

BID FORM - SCHEDULE OF VALUES

SCHEDULE OF VALUES, Page 1 of 2		
Item 1		
Annual service including parts, labor, tools, equipment, inspections, changing oil, oil filter, air & fuel filters, greasing and lubricating, and other annual services. Include all service charges, mileage charges and other fees.		
Generator Location	Unit Size	Annual Cost
Court House, 800 Church Street, Waycross GA 31501	Cummins: 20 kW	
Public Works, 3699 Harris Road, Waycross GA 31503	Cummins: 50 kW	
Fire Station 1, 3411 Harris Road, Waycross GA 31503	Cummins: 125 kW	
County Jail, 3489 Harris Road, Waycross GA 31503	Cummins: 200 kW	
911 Center, 3395 Harris Road, Waycross GA 31503	Cummins: 230 kW	
Item 2		
Annual Load Bank 2-Hour Test including parts, labor, tools, equipment, inspections, all service charges, mileage charges and other fees.		
Court House, 800 Church Street, Waycross GA 31501	Cummins: 20 kW	
Public Works, 3699 Harris Road, Waycross GA 31503	Cummins: 50 kW	
Fire Station 1, 3411 Harris Road, Waycross GA 31503	Cummins: 125 kW	
County Jail, 3489 Harris Road, Waycross GA 31503	Cummins: 200 kW	
911 Center, 3395 Harris Road, Waycross GA 31503	Cummins: 230 kW	
Total of Annual Maintenance and Load Bank Test		
Item 3: 24-hour Emergency Services Response Time		
Item description	Unit	Time
24-hour emergency response service REQUIRED Verbal Response time.	Maximum of 15 minutes	
24-hour emergency response service REQUIRED On Site Response time.	Maximum of 1.5 hours	
Item 4: Scheduled Repairs and 24-hour Emergency Services Charges		
Item description	Unit	Unit Cost
Service Call including travel time and travel charges		
Mileage rates not included in service charge		
Technician hourly rates		
Helper hourly rates (If Required)		
Technician Overtime hourly rates		
Helper Overtime hourly rates (If Required)		
Parts markup, if any (percentage rate)		

SCHEDULE OF VALUES, Page 2 of 2

Item 5: Questions about services and charges

Item description	Response	
Does your company assign particular technician/s to this contract? (circle one)	Yes	No
What is the driving distance from 800 Church Street, Waycross GA to the physical address of the technician/s assigned to this contract? Insert miles	Miles	
What is the driving distance from 800 Church Street, Waycross GA to the physical address of business office assigned to this contract? Insert miles	Miles	
Do calls outside normal business hours go to a technician/s assigned to this contract, beeper, voicemail, other? Insert response		
Are mileage charges, not included in the service charge, based on where the technician/s responds from? Circle one.	Yes	No
Are mileage charges, not included in the service charge, based on where the technician/s lives? Circle one.	Yes	No
Are mileage charges, not included in the service charge, from the place of business? Circle one	Yes	No
Do you charge travel time both ways? Circle one.	Yes	No
Do you charge travel mileage both ways? Circle one.	Yes	No
Does your company require us to sign a standard form of agreement/contract? Circle one	Yes	No
Is your company willing to amend your standard form of agreement/contract to meet the specifications of this contractual bid? Circle one	Yes	No

Item 5: Attachments and Clarifications

Item description	Response
Should you need to show examples or make clarifying statements to any part of your bid you may do so. Please note the number of clarifications or attachments.	

GENERATOR MAINTENANCE BID

It is the intent of these specifications to describe the items needed and requirements to be met to provide Ware County with the generator maintenance and 24/7 emergency services as outlined in the bid documents, specifications, and attachments thereto. Ware County will not be responsible for any charges not shown on this contract, without prior approval from the Facilities Coordinator or his designee.

Having carefully examined the specifications entitled GENERATOR MAINTENANCE BID, dated October 28, 2010, as well as inspecting the premises and conditions affecting the work, the undersigned proposes to furnish all services, equipment, materials and labor called for by them, **for the annual maintenance and load bank testing**, for the sum of

_____ Dollars
(WRITE OUT AMOUNT)

\$ _____ which
(AMOUNT IN NUMBERS)
sum is hereinafter called the Base Bid.

The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

Upon notification by mail, facsimile, delivery, phone or email of the acceptance of this proposal the undersigned agrees to execute within ten (10) calendar days a contract for the completion of all work specified.

Award of the contract shall be made by Ware County and the Contractor will be notified in writing by letter, fax, or email, and will have no more than ten (10) days to produce all submittal items required to issue a "Notice to Proceed".

By submitting this proposal, Contractor certifies this proposal is made without prior understanding, agreement or connection with any corporation, firm or individual submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. Contractor further agrees that he understands collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. By submitting this proposal Contractor agrees to abide by all conditions of this proposal.

BID FORM

Sign below in ink in the space provided. Unsigned bids will be considered incomplete and will be subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of this bid represents the bidder's acceptance of the terms and conditions of the specifications and provisions, and if awarded this bid, will perform in accordance with this agreement.

BID SUBMITTED BY:

Acknowledgement of Addenda: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Authorized Signature: _____

Printed Signature: _____

Title of Signer: _____

Date of Signature: _____

Is any owner or officer of the bidder an employee of Ware County or related as close as third cousin to a Ware County Commissioner or other elected official?

CHECK ONE: YES_____ or NO_____

Waycross and Ware County Vendors submitting a bid **MUST** have valid City and/or County business license.

COMPLY: YES _____ NO _____

EXPIRATION DATE _____

City License No. _____

County License No. _____

NOTE: Any bid not containing this information will NOT be considered.

Ware County Contract Agreement

Sign, date, notarize, and return this page with the bid documents. This page will be signed, dated, and notarized by the County after approval of the bid.

Signing this document thereby binds the Contractor to all items included in the bid package. The bid documents, amendments and attachments are a part of the contract and the Contractor agrees to be bound and to perform in accordance with all the content therein.

Approved by Authorized Representative of Contractor

Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Printed Signature: _____

Printed Title of Signer: _____

Date of Signature: _____

Notary Printed Name & Signature

Date of Expiration

Seal

Approved by Authorized Representative of Ware County

**Ware County Board of Commissioners, 800 Church Street, Suite 223,
Waycross, GA 31501**

Printed Title of Signer: **County Manager**

Authorized Signature: _____

Printed Name of Signature: **Paul Smith**

Date of Signature: _____

Notary Printed Name & Signature

Date of Expiration

Seal

STATEMENT OF NO BID

Company Name: _____

Authorized Signature: _____

Phone: _____

Date of Signature: _____

Please explain your reason for not bidding below. This will help us improve our Bidding Process.