



City of Fayetteville, Arkansas

A. 3
Bid #14-31 Cummins Mid-South
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 28

Text File

File Number: 2014-0410

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 3

A RESOLUTION TO AWARD BID #14-31 AND AUTHORIZE A GENERATOR PREVENTATIVE MAINTENANCE CONTRACT WITH CUMMINS MID-SOUTH IN THE AMOUNT OF \$15,040 PER YEAR PLUS NON-SCHEDULED SERVICE CALLS AT THE RATE OF \$115.20 PER HOUR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-31 and authorizes a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.

City of Fayetteville Staff Review Form

2014-0410

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only
 N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

9/18/2014

Fleet Operations /
 Transportation Services Department
 Division / Department

Submitted By

Submitted Date

Action Recommendation:

A resolution to award Bid 14-31 to Cummins Mid-South of Springdale, AR for a Generator Preventative Maintenance contract in the amount of \$15,040 annually plus non-scheduled service calls at the rate specified in Bid 14-31.

Budget Impact:

9700.1910.5315.00		Shop Fund	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 215,400.00
		Funds Obligated	\$ 95,757.00
		Current Balance	\$ 119,643.00
Does item have a cost?	Yes	Item Cost	\$ 15,040.00
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 104,603.00

V20140610

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: September 18, 2014

SUBJECT: Approval of contract for Generator Preventative Maintenance

RECOMMENDATION:

That City Council award Bid 14-31 to Cummins Mid-South of Springdale, AR for a Generator Preventative Maintenance contract in the amount of \$15,040 annually plus non-scheduled service calls at the rate specified in Bid 14-31.

BACKGROUND:

Fleet Operations has had a Generator Preventative Maintenance contract for six years. As it is expiring, Fleet Operations bid it out again.

DISCUSSION:

Bid 14-31 was opened on August 13th, 2014; a copy of the Bid Tab is attached. Six bids were received. The low bidder was disqualified as they did not have the customer references required. Cummins Mid-South is the next lowest bid; they meet all specs.

Fleet recommends approval of a contract with Cummins Mid-South of Springdale, AR off their Bid 14-31 in the amount of \$15,040 annually with non-scheduled service calls at the rate specified in Bid 14-31.

BUDGET/STAFF IMPACT:

Sufficient funds are budgeted in Contract Services for this contract on an annual basis.

Attachments:

Contract with Cummins Mid-South
Bid 14-31 submittal from Cummins Mid-South
Bid Tab, Bid 14-31



Bid 14-31, Generator Preventative Maintenance
Vendor: Cummins Mid-South

This contract executed this ____ day of _____, 2014, between the City of Fayetteville, Arkansas, and Cummins Mid-South In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Cummins Mid-South agrees to provide generator preventative maintenance, service and repair as necessary to complete items bid per Bid 14-31 as stated in Cummins Mid-South bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 14-31, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Cummins Mid-South based on their bid proposal for annual maintenance, semi-annual maintenance and Load Bank testing of generators specified.
3. The Contract documents which comprise the contract between the City of Fayetteville and Cummins Mid-South consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 14-31 with the specifications and conditions typed thereon and including Cummins Mid-South bid proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Cummins Mid-South and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Cummins Mid-South
5. Cummins Mid-South shall not assign its duties under the terms of this agreement.
6. Cummins Mid-South agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Cummins Mid-South performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Cummins Mid-South shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that they carry the following insurance which shall be maintained throughout the term of the Contract.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured.
	\$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance shall be paid by Cummins Mid-South

8. Cummins Mid-South to furnish proof of licensure as required by all local and state agencies.

- 9. This contract may be terminated by the City of Fayetteville or Cummins Mid-South with 30 days written notice.
- 10. This Maintenance contract shall be in force for 1 year, and is automatically renewable for up to four (4) one year periods.
- 11. Liquidated Damages: N/A
- 12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
- 13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2014.

Cummins Mid-south

CITY OF FAYETTEVILLE, ARKANSAS

By: Kelly V. Sullivan
Signature

By: _____
LIONELD JORDAN, Mayor

Kelly V. Sullivan - PMA Sales
Printed Contractor Name & Title

Matthew W. Van Est
ATTEST (Signature)

ATTEST: (Signature)

Matthew W. Van Est
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

317 N. Old Missouri Road, Springdale, AR, 72764
City, State & Zip Code

Date Signed: 9-18-2014

Date Signed: _____



FCity of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

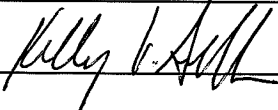
INVITATION TO BID: Bid 14-31, Generator Preventative Maintenance
DEADLINE: Wednesday, August 13, 2014 before 3:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Thursday, July 24, 2014

INVITATION TO BID
Bid 14-31 – Generator Preventative Maintenance

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder and the bid number clearly marked on the outside of the envelope.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Cummins Mid-South
Contact Person: Kelly Sullivan Title: PMA Sales
E-Mail: kelly.sullivan@cummins.com Phone: 501-410-2983
Business Address: 317 N Old Missouri Rd
City: Springdale State: AR Zip: 72764
Signature:  Date: 8-12-14

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
Bid Form

This invitation to bid is based on the need for generator preventative maintenance, service and repair as listed in specifications attached. However, the city reserves the right to accept or reject any or all bids, waive formalities in the bidding, and make a bid award deemed to be in the best interest of the city.

Item	UNIT # - BRAND - KW	SECTION A ANNUAL RATE (PER UNIT)	SECTION B LOAD BANK RATE (PER UNIT)	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR
				C-1 SEMI-ANNUAL #1 RATE (PER UNIT)	C-2 SEMI-ANNUAL #2 RATE (PER UNIT)	
1	# 9144 - Generac 150 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
2	#9099 - Caterpillar 125 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
3	#9150 - Kohler 100 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
4	#9041 - Kohler 100 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
5	#9115 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
6	#9116 Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
7	#9117 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
8	#9145 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
9	#9029 - Kohler 60 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
10	#9089 - Generac 50 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
11	#9151 - Cummins 30 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
12	#9052 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
13	#9053 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
14	#9054 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
15	#9152 - Cummins 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
16	Airport - Generac 50 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
Total Annual Maintenance (Sum of Totals for Items 1-16):						\$ 15,040.00
		Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls		
17	Non Schedule Service Calls Rate Per Hour - Estimated 10 hours per Year	10	\$ 115.20	\$ 1152.00		
18	Non Schedule Mileage Rate - Estimated 250 miles per year	250	\$ 1.88	\$ 470.00		
*Total Overall Base Bid:				\$ 16,662.00		
*Total Overall Base Bid shall be calculated as the sum <i>Total Annual Maintenance</i> (Sum of Items 1-16) plus Item 17 and 18						
THIS BID FORM CONTINUES ON THE NEXT PAGE. . .						

Bids must be submitted on this bid form *in its entirety*. A pre-bid inspection may be scheduled with the City of Fayetteville Fleet Division, please call 479-444-3495 to schedule an appointment.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Cummins Mid-South, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Cummins Mid-South, LLC

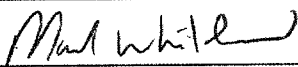
*BUSINESS ADDRESS: 317 N. Old Missouri Road

*CITY: Springdale *STATE: AR *ZIP: 72764

*PHONE: 501-410-2983 FAX: 501-565-2199

*E-MAIL: kelly.sullivan@cummins.com

*BY: (PRINTED NAME) Mark Whitehead

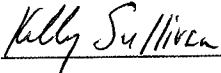
*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 05-379-4533 CAGE NUMBER: 04MP1

*TAX ID NUMBER: 62-1785987

Acknowledge Addendums:

Addendum No. 1 Dated: 8-5-14 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. **ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written

addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
Technical Specifications

1. GENERAL

- 1.1 All services(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award. All specifications written are to minimums, unless otherwise noted.
- 1.2 The purpose of this bid is to secure services for generator preventative maintenance and services at locations listed and described herein. This project consists of furnishing all materials, equipment, labor and transportation as necessary.
- 1.3 The City of Fayetteville requires to have priority status in an emergency or disaster situation in order to keep necessary services available to its citizens. This is to insure available power to our fueling, dispatch and repair facilities which will be used to keep emergency equipment and vehicles in the field.
- 1.4 One copy of each maintenance and load test per unit shall be submitted to the City of Fayetteville Fleet Operations Division. The report shall include the following:
 - i. The date of the maintenance report
 - ii. Identification of the servicing personnel
 - iii. Notation of any unsatisfactory condition and the corrective action taken, including parts replaced
 - iv. Testing of any repair for the time as recommended by the manufacturer
- 1.5 Non-scheduled service calls shall be scheduled through the Fleet Operations Division at the pricing presented in the bid.
- 1.6 Mileage for non-scheduled service calls shall be billed from bidder's closest location to 1525 S. Happy Hollow Road, Fayetteville, AR 72701, regardless of actual generator location within the City of Fayetteville.
- 1.7 Additional mileage fees, additional fuel surcharges, or any other additional fee or cost shall not be paid on line items 1-16 for annual maintenance, semi-annual maintenance, load testing. Bidder shall include all applicable charges in with the rates presented in the bid forms.
- 1.8 Pricing bid shall be inclusive of all services, mileage, fuel charges, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply to this project but will not be considered for bid evaluation.
- 1.9 The bid shall be awarded all or none.
- 1.10 A list of a minimum of 10 current customers currently serviced by your company shall be included with this bid packet.

- 1.11 All technicians shall meet state and city certifications. The City shall require documentation for all technicians demonstrating their ability to perform maintenance.
- 1.12 A one year warranty shall apply on all services and parts.
All parts used are covered under the manufacturer's published warranty guidelines.
- 1.13 Preventative maintenance calls shall be scheduled and completed within normal business hours of Monday through Friday 8am to 5pm.
- 1.14 Vendor shall ~~be able~~ ^{endeavor} to respond for non-scheduled and emergency services twenty four (24) hours a day, seven days a week including all holidays and be able to respond to emergency calls during a natural disaster or unusual circumstance within a maximum of four hours. However, vendor supports numerous standby generators and, in the event of a natural disaster or unusual circumstances, vendor may not be able to respond to all of its customers within four (4) hours.
- 1.15 Vendor shall meet all EPA and OSHA regulations for the handling and disposal of all fluids and filters, including coolants and oil.
- 1.16 All replacement parts shall be new unused and equal to current parts on units.
- 1.17 Vendor shall supply the City of Fayetteville with a current copy of their Certificate of Liability and Worker's Compensation coverage.

2. NON-SCHEDULED SERVICE

- 2.1 A non-scheduled services shall be defined as any service not covered by the bid or done while in the process of scheduled preventative maintenance.
 - a. yes Also includes services that are performed in conjunction with Preventative Maintenance such as battery replacement or engine heater while on site for scheduled services. Mileage shall be charged ONLY if parts are needed and not available locally requiring a second trip for completion of the repair.
 - b. yes Vendor shall be called upon for service on non-starting unit or a unit that has an alarm or trouble code.

3. SCHEDULED SERVICE

- 3.1 Pricing Section A: Annual inspection, including oil change and maintenance and annual testing of transfer switch. First annual inspection shall occur prior to 12/31/2014.
- 3.2 Pricing Section B: Annual load bank test to determine generator health and reliability. Shall be performed the same time as Annual Inspection.
- 3.3 Pricing Section C: Semi-annual inspection (can be in conjunction with other services). Section C-1 for first semi-annual testing shall be performed the same time as Annual Inspection. Section C-2 pricing shall be bid for the second semi-annual testing, which shall be performed a minimum of four (4) months after Annual Inspection.

4. TECHNICAL SPECIFICATIONS

- 4.1 Pricing Section A: Annual Preventative Maintenance: Annual or 150 hours whichever is less,
 - a. yes Change oil & filters

- b. Yes Change fuel filter(s)
- c. Yes Check carburetor for proper operation, adjust as needed (where applicable)
- d. Yes Inspect fuel system, including: hoses, valves and fittings, and repair as necessary
- e. Yes Inspect and adjust governor
- f. Yes Change air filters as needed
- g. Yes Inspect air intake hoses and connections
- h. Yes Inspect and clean pre-cleaner
- i. Yes Inspect any duct work, clean louvers
- j. Yes Test antifreeze – add as needed; and change water filter
- k. Yes Inspect coolant hoses, radiator cap and connections
- l. Yes Visually check water pump for leaks and play in shaft
- m. Yes Inspect cooling system for obstructions in air flow, clean debris from area to prevent future obstructions.
- n. Yes Check coolant heater for proper operation
- o. Yes Inspect belts for condition and adjustment.
- p. Yes Inspect secondary ignition system (wires, cap, plugs, etc.)
- q. Yes Test battery(s) for age and condition, check and clean connections
- r. Yes Test battery charger for proper operation
- s. Yes Perform starter draw test & record
- t. Yes Inspect exhaust system (from turbocharger to rain cap) for leaks, proper operation or indication of failing parts
- u. Yes Check all safety and alarm signals
- v. Yes Start, run, and test unit
- w. Yes Check for leaks, top off all fluid levels
- x. Yes Check gauges for proper operation
- y. Yes Verify that any tank vents or overflow piping are unobstructed
- z. Yes Tighten control and power wiring connections if applicable

aa. X **Transfer Switch Operation Annual Maintenance**

- i. Yes Shall be performed during annual maintenance in this section
 - ii. Yes Visual inspection of wiring and contactors
 - iii. Yes Visually inspect connections
 - iv. Yes Contactor operation
 - v. Yes Perform transfer test (annual)
 - vi. Yes Removal of dust and dirt
 - vii. Yes Inspection or testing for evidence of overheating and excessive contact erosion
- bb. Yes For normal annual testing conditions, annual maintenance shall be performed every 10-12 months after previous annual inspection. First annual maintenance shall be performed prior to 12/31/2014.

4.2 **Pricing Section B: Load Bank Testing**

- a. Yes **Annual Load Bank Testing (Pricing Section B) shall be performed at the same time as the regularly scheduled annual inspection (Pricing Section A).**
- b. Yes Perform load test for a minimum of one hour under rated load specific to unit

- c. Yes Record no load voltage
- d. Yes Record loaded voltage, VAC
- e. Yes Record no load Frequency, Hz
- f. Yes Record loaded Frequency, Hz
- g. Yes Record loaded Amperage, AMP
- h. Yes Auto start/stop
- i. Yes Load bank test report to be submitted with maintenance report
- j. Yes Load bank testing shall be performed annually.
- k. Yes For normal annual load bank testing conditions, annual load bank testing shall be performed with annual inspection. First annual load bank testing shall be performed prior to 12/31/2014.

5. **Pricing Section C: Semi-Annual Service/Inspection**

- a. Yes First semi-annual inspection (Pricing Section C-1) shall be performed at the same time as the regularly scheduled annual inspection (Pricing Section A).
- b. Yes Pricing for the second semi-annual inspection shall be bid as shown on Pricing Section C-2
- c. Yes Second annual inspection for the year (Pricing Section C-2) shall be performed a minimum of four (4) months after first semi-annual inspection (Pricing Section C-1).
- d. Yes Inspect fuel system, including hoses, valves and fittings, repair as necessary
- e. Yes Inspect air intake hoses and connections
- f. Yes Inspect and clean pre-cleaner
- g. Yes Check antifreeze, add as needed
- h. Yes Inspect coolant hoses and connections
- i. Yes Visually check water pump for leaks and play in shaft
- j. Yes Inspect cooling system for obstructions in air flow, clean debris from area to prevent future obstructions
- k. Yes Check coolant heater for proper operation
- l. Yes Inspect belts for condition and adjustment
- m. Yes Test battery(s) and connections
- n. Yes Test battery charger for proper operation
- o. Yes Perform starter draw test and record
- p. Yes Visually inspect exhaust system (from turbocharger to rain cap) for leaks, proper operation or indication of failing parts.
- q. Yes Check all safety and alarm signals
- r. Yes Start, run, and test unit
- s. Yes Check for leaks, top of all fluid levels
- t. Yes Check gauges for proper operation.

6. **Pricing for Line Items 16 and 17:**

- a. Yes Quantities presented in these line items are estimates only based on the anticipated amount of work which could occur within a calendar year. These quantities are not guaranteed. City will pay bidder based on unit pricing bid and actual quantities.

7. DELIVERY/DOCUMENTATION –

7.1 All maintenance and repairs are to be scheduled and billed through/to the City’s Fleet Operations division, located at 1525 S. Happy Hollow Road, Fayetteville, AR 72701, for compliance review and final acceptance.

8. PRICE INCREASES

- 8.1 All price increases shall be backed with documentation showing the price increase received from suppliers and shall be approved by the City of Fayetteville Purchasing Department prior to being billed. Bidder shall guarantee against increases in quoted price through 12/31/2015.
- 8.2 A secondary vendor may be awarded a contract in case of quality and or timely service issues by primary vendor.
- 8.3 Contract length shall be valid for one (1) year with four (4) yearly automatic renewable options thereafter. This contract may be terminated by either party with a thirty (30) day written notice without penalty.

9. GENERATOR INFORMATION BY LOCATION:

<p>Unit # 9115 2004 Generac 725 – 80 KW Location: City Hall 113 W Mountain St Serial# 2077476</p>	<p>Unit # 9150 2011 Kohler RFOZG – 100 KW Location: Senior Center 945 S. College SERIAL# 3013609</p>	<p>Unit # 9052 2003 Generac 545 – 20 KW Location: Fire Station #2 708 N Garland Ave SERIAL# 2073732</p>
<p>Unit # 9053 2003 Generac 545 – 20 KW Location: Fire Station # 4 3385 Plainview SERIAL# 2073730</p>	<p>Unit # 9054 2003 Generac 545-20KW Location: Fire Station #6 900 S Hollywood SERIAL# 2073137</p>	<p>Unit# 9089 2004 Generac 715-50 KW Location: Fire Station #7 835 N Ruppel Road SERIAL# 2078316</p>
<p>Unit# 9116 2007 Generac QT13068GSNA-910 80 KW Location: Fire Station #3 1050 Happy Hollow Rd SERIAL# 4876084</p>	<p>Unit # 9117 2007 Generac QT08054GNSNA-725 80 KW Location: Fire Station #5 2979 N Crossover Rd SERIAL# 4681065</p>	<p>Unit# 9145 2011 Generac 12913310100 80 KW Location: Fire Station #1 (Central) 303 W Center SERIAL# 2110045</p>
<p>Unit # 9099 2007 Caterpillar G125G1-1100 80 KW Location: Fleet Operations 1525 S Happy Hollow Rd SERIAL# NGG00614</p>	<p>Unit# 9144 2007 Generac QT150A 150 KW Location: Airport IT 317 W Ernie Lancaster Dr. SERIAL# 4876552</p>	<p>Unit# 9029 2001 Kohler GM13686-GA8-715 60 RGZ Location: Mt. Sequoyah Police Substation 1170 E Skyline Dr. Serial# 706367</p>
<p>Unit# 9151 2011 Cummins GGPA-7616899 30 KW Location: Dinsmore Trail Substation 3520 W Dinsmore Trail SERIAL# H110236910</p>	<p>Unit# 9152 2011 Cummins GGPA-761899 Location: Hemlock Police Substation 3450 N Hemlock SERIAL# H110236909</p>	<p>Unit# 9041 2000 Kohler 885 100 RZ Location: Police Station (Main) 100 W Rock Serial# 0677968</p>
<p>Airport 1991 Generac 120/240 Single Phase 50 kw Location: 349 W Ernest Lancaster Dr. Unit B-S SERIAL# 2000626</p>		



Bid 14-31, Addendum 1

Date: Tuesday, August 5, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 14-31, Generator Preventative Maintenance

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Clarification on current equipment list: The correct information of the current existing CAT (#9099) is 125Kw.

Current Customers Serviced By Cummins Mid-South

Flake & Kelly Commercial

UAMS

Colliers Intl

Sysco Food Services

Vantage Point of Northwest Arkansas

Strategic Technologies

Hope Water & Light

Ark West

Fayetteville DHS

Drug Enforcement Agency

Union Pacific Railroad

Bentonville School District

Springdale Water

JB Hunt

Mercy Medical

North Little Rock Wastewater

Jacksonville Wastewater

Benton Wastewater

Jefferson Regional Medical Center



Mid-South

Kelly Sullivan

Sales Representative

Planned Maintenance Business

Cummins Mid-South, L.L.C.

3115 Highway 391 North

North Little Rock, AR 72117

Phone 501 569 5622

Fax 501 565 2199

Cell 501 410 2983

www.cumminsmidsouth.com

kelly.sullivan@cummins.com

Arkansas Building Authority

USDA-Snarc

Pilgrims Pride Poultry

AT&T



Automatic Power Solutions							Cummins Mid-South					Clifford Power			
Item	UNIT # - BRAND - KW	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C	
		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2
1	# 9144 - Generac 150 KW	\$ 990.00	\$ 450.00	\$ 150.00	\$ 750.00	\$ 2,340.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 476.00	\$ 570.00	\$ 169.00	\$ 169.00
2	#9099 - Caterpillar 125 KW	\$ 970.00	\$ 425.00	\$ 125.00	\$ 750.00	\$ 2,270.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 476.00	\$ 450.00	\$ 169.00	\$ 169.00
3	#9150 - Kohler 100 KW	\$ 950.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,200.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
4	#9041 - Kohler 100 KW	\$ 950.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,200.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
5	#9115 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
6	#9116 Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
7	#9117 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
8	#9145 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
9	#9029 - Kohler 60 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
10	#9089 - Generac 50 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00

11	#9151 - Cummins 30 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 305.00	\$ 407.00	\$ 158.00	\$ 158.00
12	#9052 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
13	#9053 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
14	#9054 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
15	#9152 - Cummins 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
16	Airport - Generac 50 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00

Total Annual Maintenance (Sum of Totals for Items 1-16)	35,015.00	Total Annual Maintenance (Sum of Totals for Items 1-16)	15,040.00	Total Annual Maintenance (Sum of Totals for Items 1-16)	15,040.00
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	Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls	Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls	Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls	
17	Non Schedule Service Calls Rate Per Hour - Estimated 10 hours per Year	10	\$ 100.00	\$ 1,000.00	10	\$ 115.20	\$ 1,152.00	10	\$ 99.00	\$ 990.00
18	Non Schedule Mileage Rate - Estimated 250 miles per year	250	\$ 1.25	\$ 312.50	250	\$ 1.88	\$ 470.00	250	\$ 2.00	\$ 500.00
*Total Overall Base Bid:			\$ 36,327.50	\$ 16,662.00			\$ 16,662.00			
*Total Overall Base Bid shall be calculated as the sum Total Annual Maintenance (Sum of Items 1-16) plus Item 17 and 18										

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

A. Foren, CPPO CPPB, Purchasing Agent

Witness

Date

**Highlight Denotes Calculation Error

	Emergency Power Systems Inc					Marlow Contracting Services					RP Power				
TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR
	ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2	
\$ 1,384.00	\$ 277.53	\$ 412.06	\$ 232.56	\$ 333.23	\$ 1,255.38	\$ 980.00	\$ 200.00	NO BID	\$ 330.00	\$ 1,510.00	\$ 604.00	\$ 525.00	\$ 0.00	\$ 310.00	\$ 1,439.00
\$ 1,264.00	\$ 277.53	\$ 387.06	\$ 232.56	\$ 333.23	\$ 1,230.38	\$ 450.00	\$ 175.00	NO BID	\$ 330.00	\$ 955.00	\$ 604.00	\$ 525.00	\$ 0.00	\$ 310.00	\$ 1,439.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 400.00	\$ 125.00	NO BID	\$ 100.00	\$ 625.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 400.00	\$ 125.00	NO BID	\$ 100.00	\$ 625.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 288.18	\$ 362.06	\$ 232.56	\$ 320.58	\$ 1,203.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 392.06	\$ 232.56	\$ 333.23	\$ 1,235.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,205.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,205.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 276.64	\$ 312.06	\$ 232.56	\$ 333.23	\$ 1,154.49	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 442.00	\$ 394.00	\$ 0.00	\$ 310.00	\$ 1,146.00

\$ 1,028.00	\$ 265.63	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,098.98	\$ 250.00	\$ 100.00	NO BID	\$ 80.00	\$ 430.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
\$ 946.00	\$ 247.16	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,080.51	\$ 200.00	\$ 100.00	NO BID	\$ 80.00	\$ 380.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
\$ 946.00	\$ 247.16	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,080.51	\$ 200.00	\$ 100.00	NO BID	\$ 80.00	\$ 380.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
\$ 946.00	\$ 247.16	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,080.51	\$ 200.00	\$ 100.00	NO BID	\$ 80.00	\$ 380.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
\$ 946.00	\$ 265.63	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,098.98	\$ 200.00	\$ 100.00	NO BID	\$ 80.00	\$ 380.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
\$ 946.00	\$ 267.64	\$ 267.56	\$ 232.56	\$ 333.23	\$ 1,100.99	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00
17,534.00	Total Annual Maintenance (Sum of Totals for Items 1				18,682.42	Total Annual Maintenance (Sum of Totals for Items 1				9,515.00	Total Annual Maintenance (Sum of Totals for Items 1				19,321.00
Scheduled Calls	Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls			Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls			Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls		
990.00	10	\$ 89.00	\$ 890.00			10	\$ 80.00	\$ 800.00			10	\$ 125.00	\$ 1,250.00		
500.00	250	\$ 1.50	\$ 375.00			250	\$ 1.25	\$ 312.50			250	\$ 2.50	\$ 625.00		
19,024.00			\$ 19,947.42					\$ 10,627.50					\$ 21,196.00		

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