

INVITATION TO BID
AUTOMATIC TRANSFER SWITCH INSTALLATION PROJECT

City of Valdosta, Georgia

Sealed bids for the **Automatic Transfer Switch (ATS) Installation Project** are invited and will be received by the **City of Valdosta Utilities Department** at the office of the **Utilities Department, 1016 Myrtle Street, Valdosta, GA 31601-5780**, until **10:00 A.M.** local time on **Tuesday, March 10th, 2020**, at which time the Bids received will be publicly opened and read aloud.

The winning bidder shall supply and install ten (10) generator automatic transfer switches at ten lift station locations. Bids shall be submitted for all work and labor related to furnishing and installing all materials for the project and be based on the most practical, feasible and cost-effective method for completing the work. The entire Project will be bid as one (1) package.

Each Bid must be submitted in accordance with the Instructions to Bidders and must be accompanied by a Bid Security in the amount of five (5) percent of the Bid. The Bid Security must be in the form of Bid Bond or certified check. No bid may be withdrawn for a period of sixty (60) business days after the scheduled time for receiving the bids. Complete instructions for filing Bids are included in the Instructions to Bidders.

A **mandatory** Pre-Bid meeting will be held on **Thursday, February 20th, 2020 at 10:00 AM** in the City Utilities Department Conference Room located at the Utilities Department at 1016 Myrtle Street. No one will be allowed to sign in after 10:00 AM.

This project will be bid in accordance with the VSEB Program. A VSEB participation goal for this project has been set at ten percent (10%) by the City of Valdosta. Information regarding the City's VSEB program can be found at www.valdostacity.com/vseb

Please submit questions related to this bid via E-mail to the City's Assistant Utilities Director, David Frost at dfrost@valdostacity.com no later than **4:00 PM on Thursday, February 27th, 2020**. Questions received after this time cannot be considered. All additional information, questions and responses will be communicated only in writing by E-mail. Official responses will be posted only online at the City's webpage for Bid Opportunities at <https://www.valdostacity.com/bid-opportunities>

The City reserves the right to accept or reject any or all bids deemed to be in the best interest of the City; to waive any technicality and informality; and to re-advertise.

CITY OF VALDOSTA
Utilities Department

CONTRACT DOCUMENTS



AUTOMATIC TRANSFER SWITCH (ATS) INSTALLATION PROJECT

PROJECT # 2020-05

**CITY OF VALDOSTA
UTILITIES DEPARTMENT
1016 MYRTLE STREET
VALDOSTA, GA 31603**

FEBRUARY 2020

INSTRUCTIONS TO BIDDERS

A. SUBMITTAL DEADLINE

1. One (1) original and two (2) hardcopies of the bid package in a sealed envelope plainly marked “**Bid Proposal – Automatic Transfer Switch Installation**” must be received by the City by **10:00 A.M.** local time on **Tuesday, March 10th, 2020**. The provided Bid Proposal Form must be completed and included within each sealed bid package. Envelopes containing the bid packages must prominently display the Contractor’s name, address, and electrical contractors license number.

NO BID PACKAGES WILL BE ACCEPTED AFTER THE TIME STATED WITHIN THIS INVITATION TO BID.

2. All bids will be considered valid for a period of sixty (60) days.

3. Bidders may not withdraw their Bids for a period of sixty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids.

B. BID REQUIREMENTS

1. Bidder must include the following documents with their bid package:

- a.) **Bid Security.** Each Bid shall be accompanied by cash, bid bond, or a certified check on, or treasurer’s or cashier’s check issued by a responsible bank or trust company, payable to the City. The Bid Security shall be in the amount of **5 percent** of the Bid.
- b.) **Non-Collusion Affidavit.** Contractor’s written oath in accordance with O.C.G.A. Section 36-91-21 (e). This oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.
- c.) **E-Verify Form (Notarized).** U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization.
- d.) **VSEB Form.** Bidders are encouraged to solicit quotations and utilize qualified City of Valdosta VSEBs on this project. The purpose of the Valdosta Small Emerging Business (VSEB) Program is to provide opportunities for qualified local small businesses (VSEBs) to conduct business with the City of Valdosta.
- e.) **Debarment Statement Form.** The prospective bidder must show that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- f.) **Bid Proposal Form.** Complete and enclose the included Bid Proposal Form with your package. No price changes shown on the envelope will be acknowledged. All proposals must be signed in ink by the person, or persons authorized to sign same.
- g.) **Project References.** Include up to three (3) references for projects of similar scope. At least one reference must pertain to a project completed within the last three (3) years. The references shall include, at a minimum, the objectives of the project, the project’s start and completion dates, and the name and

contact information including email address for the client's project representative. Featured projects must have been completed within the last five years.

h.) **Project Schedule.** Bidders are to include with their Bid a detailed schedule for the project from Notice to Proceed through Final Completion in number of days. The duration and schedule of project shall be given due consideration in the selection of the Contractor.

2. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1. The bid price shall not include any tax on the project specified.
3. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may in any manner affect cost, progress, or performance of the Work, and attend the mandatory pre-bid meeting, (c) become familiar with Federal, State, and local laws, ordinances and regulations that in any manner affect cost, progress, or Performance of the Work; and (d) provide bid upon the materials, systems, and equipment described in the Bidding Documents without exceptions.
4. The specifications are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted shall not be subject to correction or alteration after the bid has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Valdosta reserves the right to evaluate any or all bids, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
5. Specifications referred to are minimum, therefore unless otherwise indicated by the Bidder, the City will assume proposals meet or exceed all specifications.
6. It is expressly understood by the Bidder that written notice of the award or purchase order by the City of Valdosta will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties.
7. The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the City and that approval of the proposed subcontract award cannot be given by the City unless and until the successful bidder submits all information and evidence requested by the City regarding the proposed subcontractor.
8. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous consent of the Utility Director.
9. Bidders shall promptly notify the City in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Should a Bidder be in doubt as to the meaning of the specifications or Bid Documents, they should immediately notify the City who may correct, amend, or clarify such documents by a written addendum. No oral interpretations shall be made to any Bidder and no oral statement of the City shall be effective to modify any of the provisions of the Bid Documents.
10. As defined by the State of Georgia Licensing Board, the Registered Electrical Contractor's License Number must appear on the front of envelope and in the space provided on the Business Information Form.

C. PRE-AWARD SCHEDULE

1. Mandatory Pre-Bid Meeting: Thursday, February 20, 2020
2. Deadline for Questions: Thursday, February 27, 2020
3. Bid Package Due Date: Tuesday, March 10, 2020

D. AWARD OF CONTRACT

1. The Contract will be awarded to the lowest, responsive, responsible, and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term “lowest responsible and eligible Bidder” as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Work.
2. The City of Valdosta reserves the right to reject all bids as appears in its own best interest and to waive technicalities. In cases of a tie, the Bid will be awarded to whichever Bid is in the best interest of the City.
3. A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
4. If the Contract is to be awarded, the City will give the Successful Bidder a Notice of Award and an unsigned, undated Contract Agreement within thirty (30) days after the actual date of opening of the Bids. All bids shall remain open for sixty (60) days after the actual date of the opening of the Bids but the City may, at the City’s sole discretion, release any Bid and return the Bid Security prior to that date.

E. EXECUTION OF AGREEMENT

1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by three (3) unsigned copies of the Agreement and all other applicable Contract Documents. Contractor shall execute and return all copies of the Agreement to the Owner within ten (10) calendar days after the date of receipt of such notification.
2. The City of Valdosta will return a “fully executed” Contract to the Contractor no later than ten (10) days after the return of the executed Contract originals (but no later than twenty (20) days from the Notice of Award).
3. Within five (5) days after receipt of the fully executed Contract Agreement, the Contractor shall furnish the five (5) documents listed below. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide the documents listed a.) through e.), the City may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.
 - a.) W-9 (Request for Taxpayer Identification Number and Certification) unless one has been submitted within the past year and is on file with the City.
 - b.) Performance Bond equal to one hundred (100) percent of the contract price.
 - c.) Payment Bond equal to one hundred (100) percent of the contract price.
 - d.) Certificate of Insurance (COI) in which the City of Valdosta is named an additional named insured in the title holder box. The COI shall provide that the City will be given at least 30 days advance notice of policy cancellation.
 - e.) Payment Schedule

F. CONTRACT TIME – LIQUIDATED DAMAGES

1. Upon receipt of the documents listed a.) through e.) above, the City will issue a Notice to Proceed (NTP).
2. The work to be performed per the project, under this Agreement, shall begin within five (5) business days of the date of the NTP, in writing for the project.
3. From the date of the NTP for the project, the work shall be substantially complete within 90 consecutive calendar days.
4. Final completion for the project shall be 30 consecutive calendar days after substantial completion.
5. Conditions under which Liquidated Damages are Imposed:
 - a.) Should the Contractor or, in case of their default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of their default, the Surety shall pay the Owner, not as a penalty but as liquidated damages, the amount of \$1,000 per day for each calendar day beyond the Contract Limit for substantial completion or extension and \$500 per day for each calendar day beyond Contract Time Limit for final completion or extension and thereof that the Work remains incomplete in accordance with the terms of the Agreement.
 - b.) All additional fees and costs incurred by the Owner resulting from the Contractor's failure to complete the work will be charged to the Contractor.

+ + END OF INSTRUCTIONS TO BIDDERS + +

GENERAL PROVISIONS

GENERAL NOTES: These General Provisions shall apply to the work as a whole and to each and all phases of the work. Subcontractors shall be supplied with a copy of these General Provisions and no arrangements or contracts between the contractor and the subcontractor are to be in conflict with same. They shall also apply to any modifications or extra work.

ACQUAINTANCE WITH CONDITIONS: The contractor shall be familiar with the site conditions, obstructions, etc. before starting the work and report to the Director any discrepancy he might find. If no report is made there will be no additional compensation for encountering such.

DEFINITIONS: Contract Documents: Consist of the Invitation for Bid, Bid Proposal, Contract, Bid Bond, Performance Bond, Payment Bond, Instruction to Bidders, General Provisions, Special Provisions, Plans, Specifications, including all changes incorporated therein before their execution. These form the contract.

Owner: The Party of the First Part in the accompanying Contract.

Contractor: The Party of the Second Part in the accompanying Contract.

Subcontractor: Includes only those having a direct contract with the contractor; it includes one who furnishes materials worked to a special design per the plans and specifications of this work but does not include one who merely furnishes material not so worked.

Work at the Site of Project: Work to be performed including work normally done at the location of the project. The term "work" in the contract of a Subcontractor includes labor or materials or both. The Work as employed herein means all work to be accomplished by the contractor under the terms of this contract or as specified by the Engineer.

Project: The work as a whole under this contract, including all labor and materials, and all other items included in the Contract Documents.

Director: Refers to the City Utilities Director, his assistant, and inspectors.

Engineer: The City Engineer and his office who will make the final decision on design and construction.

City: Refers to City of Valdosta, Georgia.

Written Notice: Written notice shall be deemed to have been fully served if delivered in person to the individual or to an officer of the Corporation for whom it is intended or if delivered at or sent by mail to the last business address known to the person who gives the notice.

STATUS AND DECISIONS OF DIRECTOR: The Director shall have general supervision and direction of the work and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract.

The Director shall make decisions on all claims of the contract and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SPECIFICATIONS FOR PROJECT PURPOSES: The Contractor shall download, from the City of Valdosta website and/or ftp site, an electronic copy of contract specifications applicable to the work required under this contract for use during the project. Revisions shall also be downloaded from the City's website and/or ftp site. For download instructions, please visit the City of Valdosta website at www.valdostacity.com or contact the Utilities Department.

SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS TO BE COOPERATIVE: The specifications and other Contract Documents shall be supplementary to each other and any material, workmanship and/or service which may be in one but not called for in the others, shall be as binding as if indicated, called for or implied by all.

The Contractor will understand that the work herein described shall be completed in every detail notwithstanding every item necessarily involved is not particularly mentioned and the Contractor shall be held to provide all labor and material necessary for the completion of the indicated work. Before starting the work of the contract, the Contractor shall report in writing to the Director any discrepancy which he may discover within the specifications. If the Contractor fails to call such discrepancy to the attention of the Director, the subsequent decisions of the Director as to which is correct shall be binding and final.

Should any error and inconsistency appear in the specifications, the Contractor, before proceeding with the work, shall make mention of the same to the Director for proper adjustment and in no case, shall he proceed with the work in uncertainty.

PROGRESS SCHEDULE: The Contractor shall prepare and present to the Director a carefully prepared Schedule of Work which shall set forth the series of dates upon which the Contractor proposes to begin and finish the different parts of the work.

PERFORMANCE OF WORK BY CONTRACTOR: The Contractor shall perform on the site and with his own organization, at least 50 percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Director determines that it would be to the Owners advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; provided prior to written approval of such reduction is obtained by the Contractor from the Owner.

CONTRACTORS SUPERINTENDENT: The Contractor shall keep on the job continuously during the progress of the work a competent general superintendent. Whenever a superintendent is not on the job looking after the work even though his crew is there, the Director shall have authority to stop the work until the superintendent returns.

SUBCONTRACTOR: The Contractor shall, as soon as practicable after the execution of the contract, and before any subcontracts are awarded, notify the Director in writing of the names of the Subcontractors proposed to be used on the various parts of the work.

When the names of the Subcontractors are submitted for approval, the Contractor shall give the Director the name and quality of the material and the name of the manufacturer of the material which the Subcontractor proposes to use.

No Subcontract shall be awarded until the Contractor has received approval in writing from the Director on the proposed Subcontractor.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between the Subcontractor and the Owner.

INSPECTORS: An inspector will represent the Director on the project. It shall be the Contractors responsibility to notify the Director whenever work is to begin so that arrangements for inspection can be made. The inspector shall, while on the job, have the same authority as the Director and any instructions that he might give shall be carried out as if said instructions came directly from the Director.

INSPECTION: The Director or his representatives, while observing the work in progress on behalf of the Owner, will give the contractors all possible assistance in interpreting the terms of the contract. Such assistance shall not relieve the contractor from responsibility for his work, in accordance with the Contract requirements and any work which proves faulty shall be made right by the Contractor.

Representatives of the Director are without authority to alter or relax the terms of the Contract. Any alterations or relation of terms of the Contract shall be valid only if made in accordance with the procedures set forth under Changes of the Work.

Upon request of the Contractor, decisions, instructions, or interpretations of the Director's representatives will be issued in writing. Any claim by the Contractor that all decisions, instructions, or interpretations are not within the scope of the work, or that they entail cost beyond the scope of the Contract shall be made to the Director in writing and within five days of such ruling, and before the work involved is performed, otherwise interpretations are accepted without questions.

If any work should be covered up without approval or consent of the Director, it must, if required by the Director, be uncovered for examination of the Contractors expense. The Director may order reexamination of questioned work, and if so ordered, the Contractor must uncover the work.

MATERIALS AND WORKMANSHIP: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, appliances, light, power, transportation, and all facilities necessary for the proper execution and satisfactory completion of this work.

Unless otherwise specified all materials shall be new and both materials and workmanship shall be of excellent quality. The Contractor shall furnish satisfactory evidence and quality of materials intended to be used, if required.

Should any dispute arise as to the quality or fitness of any materials or workmanship, the decision shall rest with the Director and shall be based on the requirements that all material furnished, and all work done shall be of excellent quality, and what might be usual and customary in the erection of other structures shall in no way enter any consideration or decision.

It is not incumbent upon the Director to give the Contractor early notice of the rejection of faulty materials or workmanship or in any case to superintend to the extent of relieving the Contractor of responsibility for any consequence of neglect or carelessness of himself or of his subordinates. All materials and labor shall be delivered and furnished at such time as shall be for the best interest of all concerned to the end that the combined work of all may be properly and fully completed on time.

POSSESSION OF SITE AND RESPONSIBILITY: Upon taking possession of the site, the Contractor shall be responsible thereafter until the final acceptance of the work by the Owner for the management, care and maintenance of the site and the work both new and existing and shall be solely and wholly responsible for damage thereto and for any and all injury to persons or property incident to or on account of the execution of this work and shall adjust all the claims or suits arising there from, without loss to the Director or the Owner. Any approval of means or methods of construction or protection of persons or property shall not relieve the Contractor from sole responsibility for the adequacy of such means or methods.

STORAGE OF APPARATUS AND MATERIALS: All equipment and materials shall be stored in such manner as to insure the preservation of their quality and fitness for the work. Materials stored shall be located to facilitate prompt inspection and shall be confined to space designated by the Director. The Contractor shall confine his/her work and storage of materials to the limits developed by laws, ordinances, permits or directions of the Director and shall not unduly encumber the premises with his materials.

Should it become necessary at any time during the progress of the whole project to move materials which have been temporarily placed previous to their use in the construction, the Contractor shall when so directed by the Director or Inspector move them without additional cost to the Owner.

PROPERTY CONFINES: The Contractor has no authority to permit the use of any portion of the premises by anyone except for business connected with the project in which his contract is concerned.

CLEANING DURING PROJECT AND AT COMPLETION OF WORK: The Contractor shall keep the premises clean always and shall remove all rubbish as often as directed by the Director and Owners. If the Contractor does not provide personnel to attend to cleaning up, on request, in a manner acceptable to the Director, the Director may employ such personnel direct and charge the cost of same to the account of the Contractor.

CHANGES OF THE WORK: The Owner, without invalidating the contract, may order extra work, or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed per the conditions of the original contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Director shall have authority to make any minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the project. Otherwise except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Director stating that the Owner has authorized extra work or changes, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of such extra work or change shall be determined by one or more of the following methods, at the option of the Owner:

- (1) By estimate and acceptance in a lump sum.
- (2) By unit prices named in the contract or subsequently agreed upon.
- (3) By cost percentage
- (4) By cost plus a fixed fee

If none of the above methods are agreed upon, the contractor, shall proceed with the work. In such case and under cases (3) and (4) he shall keep and present in such form as the Director may direct, a correct amount of the net cost of materials, and labor, together with vouchers. In any case, the Director shall certify to the amount including reasonable allowance for overhead and profit due to the Contractor. Pending final determination of value, payments on accounts of changes shall be made on certificate of Director.

OWNERS RIGHT TO DO WORK: If the Contractor shall neglect to prosecute the work properly, and in a diligent manner or fail to perform the provisions of the Contract, the Owner may, after three days written notice to the Contractor, without prejudice to any other remedy, make good such deficiencies and may deduct the net cost thereof from the payment then or thereafter due the Contractor provided however, the Director shall approve both such actions and the amount charged to the Contractor.

++ END OF GENERAL PROVISIONS ++

SPECIAL PROVISIONS

LOCATION OF WORK: The location of the work is within the City of Valdosta.

DESCRIPTION OF WORK: The work consists of furnishing the City of Valdosta with ten (10) generator automatic transfer switches (ATS), all material, equipment, labor, permitting and other related work necessary to install the ATS's at ten separate locations.

ACCIDENT PREVENTION: Precautions shall always be exercised for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The foregoing shall be as indicated by the Director if it becomes necessary.

PERMITS: The Contractor shall obtain any required permits for the work. Whenever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the contract.

WORK BY CITY AND UTILITIES: The Contractor shall be responsible for complying with the City requirements and shall pay for all required work in connection therewith whether performed by himself, the City, Utility Companies, or others.

MATERIALS FURNISHED: All materials necessary under this contract and items listed in the proposal will be furnished and installed by the Contractor unless otherwise specified.

DELIVERY OF MATERIALS: The owner will not be responsible for delays in delivery of materials. No extra compensation will be allowed because of resulting expense. This also refers to items not listed in the proposal and may be termed as extra work which may be added on the project site by the Director.

OWNER'S OPTION: In all cases where the choice of more than one type or style of material is specified, the final selection of material rests with the Owner. Where any difference occurs in price, such difference is to be given at the time bids are submitted. After the contracts have been signed, the Owner reserves the right to choose whichever material he desires assuming that the price increased thereto and approved, or other words to that effect, it is to be taken the same as if the choice of more than one material was specified and the selection will rest with the Owner the same as above.

ITEMS NOT LISTED IN PROPOSAL: If some item of work is required which is not covered in the specifications or in the proposal, the City reserves the right to do these items with its own forces.

PRE-CONSTRUCTION MEETING: A general preconstruction meeting will be held at the Utilities Department prior to the notice to proceed.

++ END OF SPECIAL PROVISIONS ++

PROJECT SPECIFICATIONS

1.0 General Conditions

It is the intent of these specifications to furnish the City of Valdosta with all material, equipment, labor, permitting and other related work necessary to do the work. Contractor shall utilize the most feasible and cost-effective method(s) for completing the work. All work for the project shall be performed in accordance with the City of Valdosta Standard Specifications for Water and Sewer Construction (Standard Specifications), regulations set forth by the Georgia Department of Natural Resources and other associated rules, regulations, and industry standards. These are minimum specifications and the contractor should be able to meet the minimum requirements below. Submit any deviations to the City on your company letterhead.

1.1 Term of Contract

The project shall be substantially complete within 90 consecutive calendar days from the NTP date. Final completion for the project shall be 30 consecutive calendar days after substantial completion.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same.

1.2 Contractors Performance

Work shall be accomplished per the contract specifications. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under this contract. If, in the opinion of the City's authorized representative, performance becomes unacceptable, the City shall notify the contractor.

1.3 Right of Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and

the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

1.4 Insurance

Contractor, performing as an independent contractor, shall be fully responsible for providing Workers Compensation, Commercial General Liability and Automotive Liability coverage as follows:

- A) Workers Compensation Statutory
- B) Employer's Liability \$100,000 (each accident)
- C) Commercial General Liability in the amount of \$500,000

Contractor will hold the City harmless in the event of any accident unless the City has been proven to be at fault.

1.5 Equipment Safety

The contractor shall be responsible for providing and for the placement of any safety apparatus required to protect its employees, the public, surrounding areas, equipment, vehicles, and City personnel. The safety of all is a primary concern of the City.

1.6 Security

The City shall not be responsible for theft or damage to the contractor's property. The City does not assume responsibility, at any time, for the protection of or loss of materials from the time the contractor operations have commenced until the City acknowledges the final acceptance of the work.

1.7 Property Damage

Contractor shall be responsible for the protection and preservation of all utilities and utility structures encountered during the project. Contractor agrees to repair at contractor's expense any damage that was caused to utilities by contractor.

1.8 Cleaning Work Areas

The contractor shall keep the work areas clean of all rubbish and debris generated by the work involved and shall leave the location neat and clean. All surplus materials, rubbish and debris shall be disposed of by the contractor and at the contractor's expense.

The work areas shall be cleaned at the end of each workday unless the City grants prior approval. If a project cannot be finished by the end of the workday, the contractor shall secure the area in a way that is safe to the public and City personnel.

1.9 Final Inspection and Acceptance

The contractor will request a City designee to conduct a site inspection after the project is complete. The designee will prepare a punch list if needed during the inspection and will forward a copy to the contractor.

After the punch list items have been corrected, the contractor will request a final inspection. Final project approval is contingent on the final inspection and written approval by the City.

1.10 Repair Warranties

All work and each ATS shall be warranted for a minimum of one (1) year from date of acceptance. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City, including labor. Materials which carry a standard warranty that exceeds (1) year shall be honored by the contractor.

Warranty repair requests shall be responded to within 24 hours notification by customer to contractor. Any warranty repairs will be accomplished at no cost to customer. The customer will incur no charges for parts, labor, mileage, or consumables/incidentals during any warranty repair process.

Manufacturer's Warranties shall be provided in written form for inclusion with submittal, installation, and Operation and Maintenance manuals.

1.11 Invoicing

Invoices shall be mailed to City of Valdosta, Attn: Cheryl Gallagher, Division 4310 P.O. Box 1125, Valdosta, Georgia 31603-1125. The following must appear on each invoice:

- A) City purchase order number (Only if a P.O. number was issued prior to work being done)
- B) Items listed individually with part numbers
- C) Unit, extended and total price
- D) Location where work performed
- E) Invoice number and date

SCOPE OF WORK

1) General

- a) The Contractor shall supply and install ten (10) generator automatic transfer switches (ATS). The purpose for the ATS is to provide automatic generator start during power outages at city lift stations to prevent sewer spills. The ATS must transfer electric power back to utility automatically when utility power is restored and shut the generator down. ATS units will be installed at existing lift stations with diesel generators currently utilizing manual transfer switches. Existing receptacles, emergency breakers, or external switches will remain in the unlikely event a portable generator is needed at these locations.
- b) Contractor shall provide concrete pads or racks where required.
- c) Installations will include conduit and suitable copper wiring between, utility disconnect, genset to ATS, and customer control panel.
- d) Contractor shall obtain any required permits and include costs in bid.
- e) Contractor shall configure generator controller and ATS for automatic switch operation.
- f) Each ATS must be installed in compliance with current local and national electric codes.

2) Lift Station Installation Locations:

- a) **94 Commons, 1423 N. St. Augustine Road:**
 - i) Power details: 480V, 3-phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 30kW diesel genset with DSE 7310 MKII controller
- b) **Big Country Club, 3353 Plantation Drive:**
 - i) Power details: 208V, 3-phase, and 400A control panel main breaker.
 - ii) Generator details: PDG 125kW diesel genset with DSE 7310 MKII controller.
 - iii) ATS must be installed elevated to same height as control panel and generator since this location is subject to flooding.
- c) **Boys and Girls Club, 3658 Lake Laurie Drive:**
 - i) Power details: 480V, 3 phase 480V, 3 phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 80kW diesel genset with DSE 7310 MKII controller.
- d) **Cherry Creek #1, 3883 Staten Road:**
 - i) Power details: 480V, 3 phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 80kW diesel genset with DSE 7310 MKII controller.
 - iii) This ATS must be installed elevated to same height as generator since this location is subject to flooding.
- e) **Eastwind, 3113 Falling Leaf Lane:**
 - i) Power details: 240V, 3 phase, and 200A control panel main breaker.
 - ii) Generator details: 60kW diesel genset with DSE 7310 MKII controller
- f) **Hyde Park, 1509 Weaver Street:**
 - i) Power details: 230V, 1 phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 30kW diesel genset with DSE 7310 MKII controller.
- g) **Mack Drive, 606 Howell Brook Drive:**
 - i) Power details: 240V, 3-phase, and 200A and control panel main breaker.
 - ii) Generator details: Generac RD050 50kW diesel genset with Generac Evolution controller
- h) **Ponderosa, 939 Ponderosa Drive:**
 - i) Power details: 240V, 3-phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 30kW diesel genset with DSE 7310 MKII controller

- i) **Rogers Street, 700 East Rogers Street:**
 - i) Power details: 240V, 3 phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 40kW diesel genset with DSE 7310 MKII controller
- j) **Valdosta High School, 4530 Inner Perimeter Road:**
 - i) Power details: 480V, 3 phase, and 100A control panel main breaker.
 - ii) Generator details: PDG 80kW diesel genset with DSE 7310 MKII controller

3) Automatic Transfer Switch (ATS):

- a) Contractor shall supply and install Automatic transfer switches (ATS) at each location. ATS's shall be of industrial grade, housed in NEMA 4x stainless steel enclosures, and suitable for use in a sewer lift station environment.
- b) ATS shall be capable of automatic or manual operation.
- c) Suitable manufacturers are: ASCO, Eaton-Cutler Hammer, Square-D, Cummins, Caterpillar, Kohler, GE, and Siemens. Other manufacturers may be submitted for customer consideration. However, the customer reserves the right to reject other than the listed manufacturers.
- d) The ATS shall be equipped with lockable access doors.
- e) ATS proposals submitted for consideration must be UL listed, NEC compliant, and properly sized for each listed location.
- f) The operator interface must afford comprehensive monitoring of the switch and power from the generator and display any detected malfunctions.

4) Additional information:

- a) The City of Valdosta is a member of the National Joint Powers Alliance (NJPA) member. Our membership number is 38660.
- b) The City of Valdosta reserves the right to reject proposals not meeting the minimum technical specifications and or functional requirements outlined in this document.
- c) Delivery and installation of ATS shall not exceed 120 days from award of contract.
- d) Contractor quoted price will be all inclusive including purchase, mobilization, delivery, prep, installation of ATSS, onsite pre-use, and operator training.

5) Field Testing and Training by Contractor

- a) Startup and functional testing will include automatic transfer of power from utility to generator. The ATS will operate without malfunction under load at each installation site. Automatic transfer of electrical power from genset back to utility power will conclude test. The contractor will also demonstrate manual operation of the switch.
- b) Operation and Maintenance Manuals: provide 1 Set per generator ATS system and any included accessories.
- c) Provide customer with ATS user programming/setup operations and any required routine maintenance training.

++ END OF PROJECT SPECIFICATIONS ++

BID FORM

OWNER: City of Valdosta, Georgia

PROJECT: Automatic Transfer Switch Installation

BID PROPOSAL OF: _____
Company Name

The undersigned hereby agrees that the Contract Time shall commence upon Notice to Proceed and to fully complete the Work within 90 Calendar Days to Substantial Completion and 30 days from Substantial Completion to Final Completion and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,000 per day for each calendar day beyond the Contract Time Limit for final completion or extension thereof that the Work remains incomplete, in accordance with the agreement.

The undersigned proposes and agrees, if this bid is accepted to furnish the materials, install the materials and perform the work for the prices shown in the following table.

ITEM NO.	ITEM	UNIT	QUANTITY	LUMP SUM PRICE
1	ATS – 94 Commons Lift Station (LS)	LS	1	
2	ATS – Big Country Club LS	LS	1	
3	ATS – Boys & Girls Club LS	LS	1	
4	ATS – Cherry Creek #1 LS	LS	1	
5	ATS – Eastwind LS	LS	1	
6	ATS – Hyde Park LS	LS	1	
7	ATS – Mack Drive LS	LS	1	
8	ATS – Ponderosa LS	LS	1	
9	ATS – Rogers Street LS	LS	1	
10	ATS – Valdosta High School LS	LS	1	
GRAND TOTAL – LUMP SUM BASE BID				\$

The undersigned hereby certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion of fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Printed Name: _____ Signature: _____

Federal Identification Number or Social Security Number _____

BUSINESS INFORMATION

Company Name: _____

Address: _____

City and State: _____

Phone Number: _____

Fax: _____

Email: _____

Electrical Contractor's License Number: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____
Contractor's Name: _____

**City of Valdosta Georgia
Contractor Affidavit**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Valdosta, Georgia has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Valdosta, Georgia, the Contractor will secure from subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 202__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United Sates Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Contract Act of 1986 (IRCA), P. L. 99-603

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is a
(Print name)

_____ of _____
(Owner, Officer, Agent, etc.) (Name of Business)

who is making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the bid price of affiliate or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder

Title

Subscribed and sworn to before me this _____ day of _____ 2020

Signed by: _____
Notary Public (seal)

Print Name: _____ My Commission expires: _____

VALDOSTA SMALL EMERGING BUSINESS

For all solicitations, where applicable, the bidder/proposer shall submit a Schedule of Participation included in each bid document detailing all VSEB and non-VSEB subcontractors from which the bidder/proposer solicited bids or quotations. Bidders/proposers are encouraged to solicit quotations and utilize qualified City of Valdosta VSEB's on all City projects whereas qualified VSEB's are available and the project lends itself to subcontracting specific segments. A list of qualified VSEB's is available from the VSEB office which can be reached at (229) 671-3623 or viewed at www.valdostacity.com/vseb. A waiver of good faith can be provided whereas a qualified VSEB was not certified or available for a specific project. Any agreement between a bidder/proposer that prevents a VSEB from providing quotations to other bidder/proposers is prohibited.

Joint business projects shall only be allowed under this program in cases that demonstrate legitimate, detailed VSEB partnerships with non-VSEB's, proof of which shall be provided to and approved by the Coordinator. Where the bidder/proposer cannot achieve the Project Specific Goal, the coordinator and Deputy City Manager of Administration (DCMA) will determine whether Good Faith Efforts have been made. In making this determination, the staff will consider at a minimum, a matrix to determine the bidder/proposer's efforts to:

- Solicit certified subcontractors in the scopes of work of the contract. The bidder/proposer shall provide interested VSEB's with timely, adequate information about the plans, specifications, and other applicable information to facilitate their quotation. The bidder/proposer must follow up during initial solicitations with interested VSEB's.
- Identify a portion of the work available to VSEB's consistent with their availability.
- Negotiate in good faith with interested VSEB's. Price sharing is prohibited in negotiations as with any solicitation. Evidence of such negotiation includes the name, addresses, and telephone numbers of VSEB's that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontractors' and why agreements could not be reached with them. The ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes or work subject to subcontracting.

- Facilitate the leasing of equipment or supplies when they are of such a specialized nature the VSEB could not readily and economically obtain than in the marketplace, where feasible.

For a contract with VSEB subcontracting goals, a contractor must comply by either meeting the goal or demonstrating Good Faith Efforts to achieve it that are consistent with the requirements of that contract. In determining whether a bidder/proposer has made Good Faith Efforts in lieu of achieving the stated goals, the coordinator or DCMA shall consider all relevant factors to include:

- A contact log showing the names, address, and contact number (phone and/or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;
- The description of work for which a quote was requested;
- The amount of the quote given, if in fact one was obtained;
- The list of Departments of work not contracted and explanation why not; and
- Subcontractor information as requested by any and all forms developed by the staff of the City of Valdosta.

For contracts other than construction related professional services, a signed letter of intent from all listed VSEB's describing the work, materials, equipment, or services to be performed or provided by the VSEB's and the agreed upon dollar value shall be due with the bid documents but in no event before the expiration of forty-eight hours after the submission of the bid.

For construction related professional service contracts, the highest ranked proposer must deliver at the time of fee and contract negotiations signed letters of intent between itself and the VSEB's to be utilized. If the purchasing agent or DCMA finds that a bidder/proposer did not make sufficient Good Faith Efforts, the purchasing agent or DCMA shall communicate this finding to the user department and possibly recommend the bids/proposals be rejected. A bidder/proposer may protest this determination pursuant to the City's procedures for handling such matters.

**SCHEDULE OF VSEB SUBCONTRACTOR
/SUBCONTRACTOR PARTICIPATION**

NAME OF BIDDER _____

PROJECT TITLE _____

PROJECT NUMBER _____ TOTAL BASE BID _____

Name of Sub Firm	Address of Firm	Type of Sub (VSEB/non VSEB)	Type or work to be performed	Total Contract Value

The undersigned acknowledge and agrees that if any of the above listed VSEB's are not, for any reason, properly certified with the City, in accordance with the City Ordinance, at the time of bid opening, the same will not be counted toward meeting the targeted goal of the project.

The undersigned will enter into formal agreement with the VSEB Suppliers/ Consultants/ Subcontractors identified herein for work listed in this schedule, as well as any applicable alternatives, conditioned upon execution of a contract with the City of Valdosta. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Address: _____ Phone: _____

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined 34 CFR Part 85, Sections 85.105 and 85.110.

1. Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
 - (d) Have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor Signature

Date

Typed or Printed Name

Contract No.