

Generator Preventive Maintenance Services and Repairs

Bid Due: March 18, 2021

The City of Tega Cay invites interested and responsible Contractors to e-mail **BIDS** to provide services in accordance with the requirements of this solicitation and scope of work. An agreement may be established with each responsible bidder whose bid is determined to be responsive and advantageous to The City of Tega Cay.

For purposes of this agreement, “Generator Preventive Maintenance Services and Repairs” is categorized as both routine and emergency maintenance and repair work on generators, in addition to generator rental and setup. This agreement is to be completed in accordance with all terms, conditions, and specifications contained or referenced in this solicitation.

Important Announcement

***** Due to the current COVID-19 pandemic, the City of Tega Cay will not conduct a formal pre-bid meeting. Likewise, there will not be a public bid opening.**

All questions will be via e-mail to Tim Gillette TGillette@tegacaysc.gov

Questions will be received until 11 A.M. EDT on February 26, 2021.

Bids will be received via e-mail to Tim Gillette TGillette@tegacaysc.gov

Bids will be received until 2:00 P.M. EDT on Thursday, March 18, 2021.

Please check The City of Tega Cay’s website tegacaysc.org for the latest updates to the Bid.

Program Specifications

All Generator Preventive Maintenance Services and Repairs shall be provided in accordance with all terms, conditions and specifications contained or referenced in this solicitation. For a complete detailed description of the program, the Bid Form the Program Specifications should be consulted.

Throughout the duration of this agreement, the specifications, terms, and conditions shall not be modified in any manner without the express written permission of The City of Tega Cay.

Program Documents

The Program Specifications are incorporated in this document as a guideline. The responsible contractor is expected to ensure that all services are performed in accordance with the manufacturer’s guidelines and industry best practices.

After the Question Deadline, prospective bidders will be able to view an addendum of any changes, additional information or clarifications to the solicitation, approved products lists, project design and/or specifications, or other information via the Tega Cay Website. Questions and comments received after the Deadline will not be addressed.

Important Note: Questions or contacts made to City of Tega Cay employees other than Tim Gillette may cause the associated firm's bid to be deemed nonresponsive.

The City of Tega Cay and its representatives will not be responsible for any errors or omissions in the specifications or the bidder's response nor for the failure on the part of the bidder to determine the full extent of the solicitation requirements and exposures.

Bidders shall furnish any information the bidder deems important for the City of Tega Cay to review. The City of Tega Cay is not required to accept any submitted, non-pertinent documentation. When applicable, the bidder shall provide other information for any product or service that is bid. Pertinent information shall be provided with the bid so that the City of Tega Cay may evaluate the bid properly.

Contract Term

The contract award(s) from this solicitation will be for one (1) base year with the option to renew each year for each of four (4) additional one-year periods if agreed to by the successful bidder(s) and the City of Tega Cay. The term of the initial contract will be from the date of award through **the next 12 months**. The program may be in effect for a total of five (5) years.

The City of Tega Cay reserves the right to terminate any renewal upon notice when in the best interest of the City. Additionally, services may be added or deleted from the agreement based on the needs of the City.

The City of Tega Cay will issue purchase orders for City projects as required. The City will not guarantee nor estimate quantities of projects which may be ordered. Any bid which requires a minimum billing per project will not be considered. Any bid which requires a minimum billing per purchase order will not be considered.

The City will issue Purchase Orders for the additional Services and Repairs as identified by the City or the Contractor. Invoices shall be sent to the City and shall reflect the predetermined hourly service rates and mark-up (%) as listed in the agreement. Typically, City invoices are processed and payments sent within thirty (30) days of receipt of an accurate invoice.

Bidder Responsibility

Each bidder may be required to submit three (3) professional references prior to an award for verification as to the quality of work. The City reserves the right to contact any or all professional references and discuss the bidder's past and present performance. The City reserves the right to utilize all data collected from professional references and project or business location site visits to evaluate the contractor's responsibility or capability.

Bid Evaluation Information

Bids will be reviewed for the purpose of determining responsiveness and responsibility. Any bid that does not meet the requirements of the solicitation will be deemed nonresponsive.

The submission of a bid does not necessarily qualify the bidder as responsible, nor does the submission of a bid qualify the bid as responsive.

Failure to provide specific information as requested for use in an evaluation may cause the bid to be disregarded.

Each bid will be evaluated and compared to other bid responses. The bid responses will be evaluated based on the factors as detailed in this solicitation. The vendor(s) deemed by the City as responsible and who offer(s) the most advantageous rate(s) may be awarded the contract if all other terms and conditions are acceptable to the City and if in the City's best interest.

The City may request written or oral clarifications of any offer received. However, the City may, at its sole discretion, refuse to accept in full or partially, the response or clarification given by any bidder. Bidders are cautioned that the evaluators are not required to request a clarification of the bid; therefore, **all offers should be complete and reflect the most favorable terms to the City**. The City reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the City.

It is understood and agreed that the bid is for the services, repairs, and emergency rental specified are for a City-approved equipment and services. Note that no repair, emergency rental, or project quantities are indicated in the enclosed Program Specifications. If quantities were stated, they would represent the best estimate of current requirements. The City does not guarantee that the City will buy any specified repairs, services, project(s) or total amount. It **must** be understood and agreed that the City may purchase the additional repairs or emergency services at the prices indicated on the Bid Form, if adequate funding is available.

The City reserves the right to determine the acceptability of any proposed product or service. The City reserves the right to reject any offering in which the item(s) are considered unsatisfactory in any manner.

Award

An award may be made to one or more responsible bidder(s) whose bid is responsive, that best meets the requirements and evaluation factors of the document. The City may conduct discussions with responsible firms that submit bids for the purpose of clarification to assure a full understanding of the requirements of the document and the clarification of any bid.

During the contract term, vendors may be added to the approved list if they agree to adhere to the terms of the solicitation. This program is critical to the emergency services of the City. As such, the contractor's ability to perform the scope of work within the specified period(s) of time will be examined and is one of the evaluation factors.

The bid tabulation will be posted on the City's web site on **Friday, March 19, 2021**.

Insurance

IMPORTANT: Please attach a copy of the bidder's certificate of liability insurance and Workman's Compensation with the bid. Upon award the contractor will be required to furnish a COI with the City of Tega Cay listed as additional insured.

Licensing (When Applicable)

The Prime Contractor and any Subcontractors shall be licensed in full accordance with the provisions of Section 40-11-10 through 40-11-340 of the Code of Laws of South Carolina, 1976, as amended.

Bid Form

Enclosed is the official Bid Form to be used in submitting a bid. Only this Bid Form is to be used; no other Bid Form is acceptable. Indicate the bidding firm’s name on each page of the Bid Form and have each page signed and dated by a person authorized to do so. Do not change the Bid Form or insert a different unit of measure or unit of pricing. Bidders must complete the Bid Form or insert the letters “N/A” if the bidder chooses not to submit a price. Failure to complete the form may cause the bidder to be determined non-responsive. The Bid Form shall be completed by the bidder in order to be considered for an award.

The City reserves the right to negotiate with all responsible bidders and to cancel in part or in entirety, this solicitation if it is in the best interest of the City. This solicitation does not commit the City to negotiate, hold discussion, award a contract, pay any costs incurred in the preparation of the response to this solicitation or to procure any goods or services. Do not change the Bid Form or insert a different unit of measure or unit of pricing.

NOTE: Bidders that alter the Bid Form or qualifying the bid response are subject to disqualification. A cover letter on the bidder’s corporate stationery should include any information the bidder determines to be important to the evaluation of the bid. After bids are recorded and the Intent to Award is issued, no additional costs will be considered. Hidden or undisclosed costs will not be accepted.

Contract Term/Option to Extend

The initial period of performance will begin on **April 1, 2021**. The initial period of performance will continue through **March 31, 2022**. The next contract term would be from **April 1, 2022**, through **March 31, 2023**.

The contract term resulting from this solicitation will be for one (1) year from the initial period of performance date with the option to renew annually for each of four (4) additional one-year periods. The City reserves the right to renew any existing award/agreement with the successful bidder if acceptable to both parties. The term of this solicitation and subsequent award shall not exceed five (5) years in total.

If applicable, requests for price increases will be entertained by the City only as follows: Any requests for increase in pricing must be received in writing by the City no less than ninety (90) calendar days prior to the contract renewal date. Any increases in price may not exceed the Consumer Price Index for Urban Consumers (CPI-U) for the Southeast Region of the United States for the previous calendar year or three per cent (3%), whichever is less at the time of renewal. The City reserves the right to require supporting documentation from a disinterested third party related to increases in costs for the service(s) and/or product(s) in question. Price increases shall not be automatic. The City will determine the adequacy and acceptability of requests for price increases and any submitted documentation to support such requests.

Contract Termination for Cause

The City reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) calendar day notice, when in the best interest of the City. Termination of any contract by the City for cause, non-performance, default or negligence on the part of the successful bidder shall be a retained right. Termination costs levied against the City shall not apply and the thirty (30) calendar day termination notice requirement shall be waived. The default provisions shall apply when a contract is terminated for cause.

The City reserves the right to terminate the continuation of any agreement, service or award resulting from this solicitation when funding has not been appropriated. The City does not anticipate canceling a contract; however, it shall reserve the right to act in the best interest of the City and its constituents.

Bidder's/Contractor's Relationship with the City

The successful bidder shall be independent of the City. None of the bidder's employees shall be deemed for any purpose to be employees, agents, or servants of the City, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the contractor to third parties shall bind the City. The contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The City shall have no liability of any sort for the contractor's employees.

The successful bidder shall be responsible for any loss or damage to property (in the sole opinion of the City) owned by the City and in the bidder's possession or control. No portion of this contract shall be subleased, assigned, transferred or conveyed without written approval from the City prior to or after issuance of the Intent to Award. The City will NOT provide office space, utilities and operating expenses. This includes phone, copier, fax and postage expenses.

Solicitation Conditions

The City of Tega Cay assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other correspondence by the U.S. Postal Service, delivery service, electronic transmission, facsimile or any other method.

Bid prices must remain in effect for sixty (60) calendar days from the bid due date. Bid prices shall be inclusive of all costs that the bidder expects the City to pay. The bidder's prices bid shall include all materials, delivery charges, taxes, and other costs required to provide the program.

Respondents must clearly mark the words "**Confidential**" or "**Protected**" next to each section of the bid that the bidder considers to be proprietary or believes to contain confidential information. In no manner or situation will pricing be considered confidential. The City shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release. Entire documents should not be marked as "confidential" or "protected".

By submitting a solicitation response, the bidder acknowledges that it has had the opportunity to inquire about the City's Procurement Code, this solicitation and other pertinent policy.

The City of Tega Cay reserves the right to reject any or all bids or portions of bids and to waive any informalities or technicalities so as to purchase in the best interest of the City.

Responsibility of the bidder shall be ascertained for each contract awarded by the City based upon full disclosure to the City concerning capacity to meet the terms of the contracts and based upon a past record of performance for similar contracts. The failure of a bidder to supply information promptly to the City in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. Failure to provide requested information may result in rejection of a solicitation response and/or suspension and/or debarment of the bidder.

The City shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a City Procurement official.

Indemnity

NOTE: The bidder agrees to indemnify and hold harmless the City and the City's members, officers, employees, representatives, servants and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the City or any members, officers, employees, servants or agents of the City on account of or resulting from injury, or claim of injury, to person or property arising from the awarded proposer's actions or omissions relating to this Agreement, or arising out of the proposer's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by the bidder.

The City shall not indemnify and/or hold harmless any bidding entity or its representatives as this action is not statutorily allowed by South Carolina law.

Alcoholic Beverages, Illicit Drugs, Smoking, and Weapons

The successful contractor shall not permit its personnel or any subcontractor or delivery personnel to possess upon City property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. Alcoholic beverages, illicit/non-prescribed drugs, tobacco products, and weapons are not allowed on City property at any time. Any contractor-related actions involving, or possession of, any of the aforementioned items while on City property may cause a cancellation of any award/agreement, at no cost to the City. Criminal charges may apply.

Bidder Opportunity

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Bidding firms shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin or physical disability. Bidders should provide information regarding the use of minority subcontractors if applicable or if requested by the City. Assistance to small, minority and disadvantaged firms and individuals is available in accordance with the City's Minority Business Enterprise Utilization Plan which is available by contacting the Procurement Officer.

IMPORTANT: City of Tega Cay Resident Safety

The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or residents during the performance of the awarded Scope of Work or who may have a need to enter City property related to the performance of the contract. The City may in its sole discretion terminate any existing contract for the failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the City as a result of its decision to terminate the contract or award.

South Carolina Illegal Immigration Reform Act

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agrees to provide to the City, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov).

Permits, Licenses and Taxes

The vendor shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the City or under contract with the City, acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the City. It is recommended that bidders contact the following to learn of any pertinent requirements or licenses:

1. The South Carolina Secretary of State's office (www.scsos.com)
2. The South Carolina Department of Revenue
3. The City of Tega Cay

The City shall not interpret the requirements of other public entities on behalf of the bidder.

Bidders shall obtain all necessary permits and licenses required by local, State and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The bidder shall pay all excise taxes, retail taxes and other fees imposed. The bidder assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the City's administrative officials.

Enclosures:	Program Specifications	(2 pages)
	Bid Form	(1 page)
	Bid Response Certification Form	(1 page)

Program Specifications

Generator Preventive Maintenance Services and Repairs

Program Specifications

The following Program Specifications were developed and provided by the City of Tega Cay.

In addition to services and repairs of electrical generators, this contract will include the rental, delivery, and complete setup of emergency electrical generators.

- A. Experience
The successful Contractor shall possess a minimum of five (5) years of experience in the business of Commercial Generator Maintenance, Repair, and Service.

- B. Reports
Within forty-eight (48) hours of a service visit, the Contractor shall provide to the City a detailed report describing the work that was performed and recommendations for any additional work or repairs that may be required. The Contractor's site visit report shall be transmitted by email to a designated City Maintenance representative.

- C. General
The City may add or delete sites from this contract based on the requirements of its programs, new construction and renovations, etc.

- D. Preventative Maintenance Program - The City conducts in-house preventative maintenance for its emergency generators. The intent of this solicitation is to create a Contract for Annual Preventive Maintenance Services, Semi-Annual Inspections, along with both routine and emergency repair services which exceed the parameters of the City's preventative maintenance program.
 - 1. Annual Preventive Maintenance Service – Contractor will perform the annual preventive maintenance services as required by the manufacturer/industry best practices. At a minimum, these services will include fuel system checks, lubrication system checks, cooling system checks, exhaust system checks, control system checks, air intake system checks, engine electrical system checks, generator checks, transfer switch checks, and overall system checks. The contractor shall attach a copy of their standard checklist used for Annual PM Services

 - 2. Semi-Annual Inspection - Contractor will perform a semi-annual inspection as required by the manufacturer/industry best practices. At a minimum, these services will include fuel system checks, lubrication system checks, cooling system checks, exhaust system checks, control system checks, air intake system checks, engine electrical system checks, generator

checks, transfer switch checks, and overall system checks. The contractor shall attach a copy of their standard checklist used for Semi-Annual Inspections.

3. Routine Service Call - A “Routine Service Call” is defined as work of a non-emergency nature that is beyond the scope of what is performed during the Preventative Maintenance Program. This will include tasks which are identified by the Contractor or by an authorized City representative that may be performed on a non-emergency basis between the hours of 7:00 A.M. and 5:00 P.M. Monday through Friday without compromising the reliability of the Emergency Power System. Contractor will provide a written cost estimate of recommended repairs whereby the City will direct the contractor if and when repairs are to be made. The hourly rate used for the estimate will include all trip/travel/mileage charges as listed for the routine service call rate on the bid form. The City will pay that hourly rate for the number of hours worked on the job site only.
4. Emergency Service Call -The Contractor shall provide the City with Emergency Service with *rapid response times*. The Contractor shall provide twenty-four (24) -hour, three hundred and sixty-five (365) -days-per-year “On Call” Emergency Service. The Contractor shall respond by telephone call within one (1) hour after receipt of notification from the City. If a service truck is required on site, the City requires that the Contractor’s service truck and qualified technician shall arrive at the City site within two (2) hours of the initial City request for Emergency Services. The only exception to this two-hour response time is in the event of uncontrollable factors such as violent weather, impassable roads, or other hazards to life and limb. The City will make the determination that a call is an “emergency call”. The hourly rate used for the estimate will include all trip/travel/mileage charges as listed for the emergency service call rate on the bid form. The City will pay that hourly rate for the number of hours worked on the job site only.

E. Solicitation Requirements - include the following items in the Bid Package.

1. Provide a brief timeline of company experience in commercial generator service. The successful Contractor shall have a minimum of five (5) years of experience performing Commercial Generator Maintenance and Service.
2. Provide a minimum of three (3) professional references. Preference shall be given to references from Cities and Municipalities within the State of South Carolina. For each professional reference, provide name of key contact person, job title and telephone number.
3. Provide a roster of service personnel who would be assigned to the City’s account and note the years of experience in generator maintenance and qualifications of each technician.

F. Charges

Only line items detailed on the solicitation Bid Form will be honored on a City invoice. The City shall not honor any charges for **minimum billings, or travel**.

End of Program Specification Section

Bid Form

Generator Preventive Maintenance Service and Repairs

Firm Name: _____

Physical Address: _____

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

	LOCATION	GENERATOR MODEL #	SIZE/TYPE	ANNUAL PM SERVICE (\$/service)	SEMI-ANNUAL INSP (\$/inspection)	TOTAL
1	Police Station 7705 Tega Cay Drive	Kohler	250KW/Diesel			
2	PW & TCUD 7709 Tega Cay Drive	Generac	20KW/(NG)			
3	City Hall 7725 Tega Cay Drive	MTU	60KW/Diesel			
4	Fire Station #1 1195 Stonecrest Blvd	Generac	100KW/(NG)			
5	Fire Station #2 7200 Tega Cay Drive	Generac	20KW/(NG)			
					GRAND TOTAL	

UNIT PRICES	\$/hour
Routine Service - \$/hour shall include all truck, travel, & mileage charges in the hourly rate. The City will only pay for the hours worked on site.	
Emergency Service - \$/hour shall include all truck, travel, & mileage charges in the hourly rate. The City will only pay for the hours worked on site.	

MARK-UP CHARGES FOR PARTS/MATERIALS	(%)
List the (%) mark-up charged for parts/materials used for repairs. The City reserves the right to purchase parts on their own if it is in their best interests.	

Bid Response Certification

Generator Preventive Maintenance Services and Repairs

As an authorized representative of the Bidder, I hereby certify that the costs and services stated in this bid are accurate and binding for not less than ninety (90) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the bid are inclusive of all costs the City is expected to pay. If an award is not made within ninety (90) calendar days, it shall be incumbent upon the Bidder to notify the City, in writing, if it does not want its bid further considered. Failure to notify the City shall mean that the bid remains valid until an award is made or the solicitation is cancelled.

I further certify that the Bidder will deliver the service(s) and/or material(s) as required by the Invitation for Bid. No additional costs or payments to any entity, including the Bidder, shall be requested of the City due to any miscalculation, deficiency or other cause later discovered. The Terms and Conditions of the solicitation are accepted by the undersigned.

I certify that the Bidder has availed itself of every opportunity to understand the Invitation for Bid and other pertinent City policies (Alcohol/Drug-Free/Tobacco-Free/Weapon Free Workplace, Illegal Immigration Reform Act, Permits, Licenses, & Taxes).

The undersigned firm agrees to comply with the two-hour emergency service response time and the four-hour routine service response time as detailed in the Specifications:

By submission of a bid, I certify that the Bidder has read and understands all the requirements and conditions of the solicitation and shall be bound by such without exception. Therefore, the undersigned respectfully submits the bid.

Firm Name _____

Mailing Address _____

Mailing Address _____

Telephone Number _____

Authorized Signature _____

Printed or Typed Name _____

Date _____

Email Address _____