

ARKANSAS COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM (ACEDP)

Grantee Name

Grant #:

ACEDP BID PACKAGE **(For Generator Procurement)**



Arkansas Economic Development Commission
Grants Division
900 W. Capitol Ave., Suite 400
Little Rock, Arkansas 72201
Telephone 501-682-7682

The Economic Development Commission does not discriminate on the basis of Race, Color, National Origin, Sex, Age, Religion or Disability; and provides upon request, reasonable accommodation including auxiliary aids and services necessary to afford an individual with a disability an equal opportunity to participate in all programs and activities.

**Generators Bid Package
For ACEDP Bid Package
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Advertisement for Bids

Date

Grantee Name

Generator Project

ACEDP Grant #790-00013-08

Sealed bids from licensed contractors for the procurement of *a XXX kW, XX Hz Diesel Generators* or equal for XXXXXXXX, Arkansas, will be received until *X:XX PM on XXXXXX XX, 2010* and then at said location publicly opened and read aloud.

The scope of work consists of the purchase of *a XXX kW, XX Hz Diesel Generators* or equal(specified above). Instructions to Bidders, ACEDP grant requirements, Bid and Contract Forms, Specifications, and other contract documents may be examined and obtained at *XXXXXXXXXX, XXXX Street, XXXXXX AR XXXXX*.

The owner reserves the right to waive any informality or to reject any or all bids. Bidders may not withdraw their bids within 30 days after the date of bid opening. All bidding processes shall be in accordance with State law.

To request bidding information or obtain further information contact:

Name

Address

City, State Zip code

Phone Number

e-mail

XXXXXXXX

County Judge or Mayor

Bid Package for ACEDP Funded Projects
Instruction to Bidders

The following information is specific to prospective bidders of ACEDP-funded construction projects:

1. Receipt and Opening of Bids

City or County (herein identified as "Owner"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the *ADDRESS* until *XX o'clock p.m., CST Date*, and then at said office publicly opened and read aloud at the *XXXX Office*. The envelopes containing the bids must be sealed, addressed to the *XXXX Office*.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or scheduled time for bid opening or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within **30 days** after the actual date of bid opening.

2. Preparation of Bid

Each bid must be submitted on the prescribed form **and must be accompanied by completed Certification of Bidder Regarding Equal Employment Opportunity and Contractor Section 3 Certification forms**. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Identification of subcontractors must be per State law.

3. Facsimile/Telegraphic Modification

Any bidder may modify his bid by facsimile/telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile/telegraphic modification over the signature of the bidder was mailed prior to closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days after closing time, no consideration will be given to the facsimile/telegraphic modification.

4. Method of Bidding

The Owner invites the following bid(s):
New *XXX kW, XX Hz Diesel* Generators or equal

Quantity: 2
Prime Ratings: XXX kW (XXX kVa)
Standby Ratings: XXX kW (XXX kVa)
Hertz: XX
Alternator Type: Brushless, Permanent-Magnet
EPA Tier Level: 3
Manufacturer/Model: XXXXXXXXX or equal
Cylinder Arrangement: X Inline
Max power at Rated RPM: XXX kWm (XXXBHP)
A one-year limited warranty covering all systems and components
Installation/hook-up will be provided by a licensed electrician

5. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids shall not be accepted.

6. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received Notice of Award shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Time of Completion and Liquidated Damages

The bidder must agree to provide the specified generators on or before the end of 120 days of the date on the written Notice of Award to be issued by the Owner. The bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter.

8. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. Method of Award-Lowest Qualified Bidder

If, at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid combined with such deductible alternates (if applicable), applied in the numerical order specified by the contract documents, as produces a net amount within the available funds.

Bid Specification Example
XXXXX Generators
Date

It is the intent of these specifications to clearly describe the furnishing and delivery to Faulkner County, a complete set of equipment as specified. The primary objective of these specifications is to obtain the most acceptable equipment for service at two Faulkner County Water Systems pumps. These specifications cover specific requirements as to the type of construction the equipment must conform, together with certain details as to finish, material and preferences with which the successful bidder must conform.

Each bid must be accompanied by a set of detailed specifications consisting of a detailed description of the equipment proposed. All bids must be in the same sequence as the advertised specification for ease of comparison.

All deviations or substitutions from the specifications must be listed as part of the bid documents.

Each bidder shall supply, with their proposal, a one-year limited warranty to cover all systems and components.

Guaranteed delivery date must be shown on the bid proposal. Two complete operational and maintenance manuals shall be furnished upon delivery.

Generator Specifications:

New 60 Hz, 140 kW Diesel Generator

Quantity: 2

Prime Ratings: 140 kW (175 kVa)

Standby Ratings: 155 kW (194 kVa)

Hertz: 60

Alternator Type: Brushless, Permanent-Magnet

EPA Tier Level: 3

Manufacturer/Model: John Deere 6068HF285 or equal

Cylinder Arrangement: 6 Inline

Max power at Rated RPM: 177 kWm (237 BHP)

A one-year limited warranty covering all systems and components

Installation/hook-up will be provided by Faulkner County electrician

Bid for Contract
Grantee Name
Emergency Power Restoration Generators
Grant # 790-_____

As bidder, _____ (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the above-identified project, having examined all contract documents and being familiar with all of the conditions surrounding the bid, agree to provide the price(s) stated below.

TOTAL BID \$ _____

Delivery shall be made in _____ calendar days.

Does bid include prepaid delivery of the generators to the installation site? Yes ___ No ___

Has the bidder taken any exceptions to the specifications? Yes ___ No ___

Has the bidder complied with all specified warranties? Yes ___ No ___

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the bid opening.

Respectfully submitted:

By: _____
(Signature)

(Date)

(Company)

(Address, City and Zip)

Certification of Bidder Regarding Equal Employment Opportunity

This certification is required pursuant to Executive Order 11246 (30 FR 12319-25) which provides that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. **No contract shall be awarded unless such report is submitted.**

Certification by Bidder

Name and Address of Bidder (Including Zip code)

Name and Title of Bidder's Agent

1. Has the bidder participated in a previous contract or subcontract subject to the Equal Opportunity Clause?

Yes _____ No _____

2. Were compliance reports required to be filed in connection with such contract or subcontract?

Yes _____ No _____

3. Has the bidder filed all compliance reports due under applicable instructions?

Yes _____ No _____ N/A _____

4. Has the bidder ever been or is being considered for sanction due to violation of Executive Order 11246, as amended?

Yes _____ No _____

Signature and Title of Bidder's Agent

Date

Contract and General Conditions

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____, hereinafter called the "Contractor" and _____, hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated _____ for work defined in _____, Arkansas, for the sum of \$_____.
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within _____ calendar days thereafter.
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.
7. Not assign the contract without written consent from the Owner.
8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.

10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Arkansas Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Arkansas Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of \$_____ as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. General Provisions:

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.

2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.

4. The contractor shall incorporate the foregoing requirements in all subcontracts.

5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.

6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written**

(Seal)

Attest:

(Owner)

By

(Secretary)

(Witness)

(Title)

Company DUNS Number

(Please Print Name of Owner/Contractor)

Individual/Company Tax ID Number

DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04

Contracts and Grants

Any contract or amendment to a contract or any grant executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto.

Any individual contracting with the State of Arkansas shall disclose if he or she is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family of any of the persons as described herein.

Any entity contracting with the State of Arkansas shall disclose

- (a) any position of control, or
- (b) any ownership interest of 10% or greater

that is held by a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family of any of the persons as described herein.

Disclosure by Sub-contractor or Assignee

Any sub-contractor or assignee (hereinafter "Third Party") shall disclose whether such Third Party is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons as described herein, or if any of the persons here described in this sentence hold any position of control or ownership interest of 10% or greater in the Third Party. This disclosure requirement shall apply during the entire term of the contract or grant, without regard to whether the subcontract or assignment is entered into prior or subsequent to the date of contract or grant.

Failure to Disclose and Violations

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the state agency under the provision of existing law.

Please check all that apply if you are a current or former:

_____ Member of the General Assembly of the State of Arkansas

_____ Constitutional Officer of the State of Arkansas

_____ Member of a Board or Commission of the State of Arkansas

_____ State Employee

_____ Spouse of a current or former member of the general assembly, constitutional officer, board or commission member, or state employee.

_____ I am a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate member of these persons as described, and I hold a position of control in the contracting entity or grantee of this application.

_____ I am a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate member of these persons as described, and I hold a 10% or higher interest in the contracting entity or grantee of this application.

I hereby acknowledge that failure to disclose the information as required by Executive Order 98-04 shall constitute a material breach of any future agreement, resulting from this application, with the State of Arkansas or any state agency acting on its behalf.

I also acknowledge that any individual drawing a salary or performing personal services for an agency must disclose any direct or indirect benefit he or she may receive as a result of any State contract with an entity in which he or she has a financial interest. I understand that failure to report this information may subject me to criminal sanctions, as provided in Ark. Code Ann. §19-11-702.

Name

Date

Form 62
Bid Receipt Form

Grantee: _____
ACEDP Project Number: _____
Contract Name/_____ *Generators*
Time/Date of Bid Opening _____

Name of Contractor	Time/Date of Bid Receipt
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	