



BID SPECIFICATIONS

Portable Generator Purchase

July 2018

Facilities Management Division
12A Gateway Circle
Hilton Head Island, SC 29926
843-342-4581

**TOWN OF HILTON HEAD ISLAND
INVITATION FOR BID
PORTABLE GENERATOR
IFB 2018-0022**

The Town of Hilton Head Island (Town) is soliciting sealed bids for a portable generator from qualified Contractors in accordance with an established scope of work/specifications. Bid information and forms can be obtained from the Town's website at www.hiltonheadislandsc.gov or from contacting Facilities Management.

Sealed bids are due no later than 8:30AM, Monday, July 23, 2018. Bids will be opened at 8:35AM at the Facilities Management Office (12A Gateway Circle) the same day. **If a bidder intends to hand deliver their bid on the day of the bid opening, please be aware that bidder accepts sole and complete risk if their bid cannot be delivered on time due to unforeseen circumstances such as travel delays or weather.** No late bids will be accepted for any reason, unless the Town, as solely determined by the Town, is at fault. No emailed or faxed bids will be accepted.

The award of a contract shall be made to the responsive and responsible bidder having the lowest total cost based on the following criteria:

- Cost - total cost to be paid by Town for the proposed work force/equipment required to provide the item and service requested.
- Responsiveness – bidder's proposal/response meets all the requirements and specifications as stated in this IFB.
- Responsibility - responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **"IFB 2018-0022 PORTABLE GENERATOR"**. Hand carry bid to the Receptionist at Facilities Management, Hilton Head Island, SC, or deliver by traceable means, i.e. Fed Ex; to Town of Hilton Head Island, Facilities Management, 12A Gateway Circle, Hilton Head Island, SC 29926, Attention: Alice Derian (IFB 2018-0022).

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids if it is in the best interest of the Town to do so. The Town reserves the right to waive any technicalities and formalities.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bid; or to procure or contract for any articles of goods or services.

Any bidder/offeror qualified for the "LOCAL VENDOR PREFERENCE" should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at www.hiltonheadislandsc.gov or can be obtained by contacting Richard Groth at 843-384-3231. If certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and upon submission, the bidder's proposal shall be valid for a period of at least sixty (60) days from the date of bid opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three (3) references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Failure of your bid to comply with these requirements will render it non-responsive. Included in the bid information as Exhibit 1, is a sample contract format that will be used for the award of these services for reference only.

The Contractor shall be required to meet all requirements of this contract. For more information concerning this solicitation, please contact Alice Derian at 843-342-4581.

SCOPE OF WORK/SPECIFICATIONS

JOB DESCRIPTION

The Contractor shall provide timely and professional services in accordance with the requirements and provisions specified herein.

The Town has a requirement to supply a portable generator as specified below to power gymnasium lighting, receptacles, water heaters, lights, HVAC, toilets and showers.

The Contractor shall provide all equipment, labor and any incidental costs to supply equipment as follows:

EQUIPMENT REQUIREMENTS

NOTE: Bid proposals must respond to each item below (A through I), and explicitly indicate that the proposed generator meets the specification as listed, or if not, list any exceptions. Bidder should not omit pricing for any listed feature, or any part of any feature, unless they do not offer the option at all, in which case it should be a listed exception. If bidder's proposed generator has any listed exceptions, Town reserves the right to reject the bid in its entirety. If all bids received in response to this IFB do not meet 100% of the specifications listed below, Town may at its sole discretion, award the bid to the lowest bidder that substantially meets the Town's needs.

A new portable 200 KW generator and cables as described herein with the following features:

- A. EPA and UL certified diesel engine tier 4 final
- B. 277/480-120/280V three phase and 120/240V single phase selector switch
- C. Tandem axle trailer with electric brakes/breakaway kit and front and rear jacks
- D. Coolant heater
- E. Battery and charger
- F. PMG exciter
- G. 250 Gallon fuel tank Startup and 4 hour onsite test/instruction by Contractor
- H. Ship to site two (2) sets 50LF color coded cables with cam-locks
- I. 50 Gallons of fuel for testing shall be included/provided

MISCELLANEOUS REQUIREMENTS

- A. Contractor shall install and test the above equipment at the designated location. All work shall be performed during normal business hours.
- B. Contractor shall provide an industry standard warranty

PERFORMANCE REQUIREMENTS

- A. Generator shall be delivered to site and tested within thirty (30) days of a signed contract. A sample contract is attached.
- B. All work shall be inspected by the Town for compliance with these specifications. All incomplete or improperly performed work shall be rectified immediately.

INSURANCE REQUIREMENTS

The Contractor shall provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

| | |
|--|------------------|
| Worker’s Compensation Insurance: | Statutory Amount |
| Aggregate General Liability Insurance: | \$2,000,000.00 |
| Comprehensive Vehicle Liability Insurance: | \$2,000,000.00 |

**PORTABLE GENERATOR
IFB 2018-0022**

We have reviewed the specifications/scope of work for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required equipment and services for the sum of \$_____.

The following companies may be contacted for references:
(List company, contact name and telephone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

This bid is in effect for 60 days following bid opening

COMPANY: _____

Owner/Manager: _____

Address: _____

Business License # _____

Telephone: _____

Signature: _____

Date: _____

Witness: _____

Attach Certificate of Insurance and Town of Hilton Head Island Business License to Bid Form. Bidders not possessing a current Town business license will need to obtain one prior to providing equipment/services to Town.

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to satisfactory completion as determined by the Town.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain Two Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

EXHIBIT 1

8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
 - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:
 - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or
 - (b) employing only workers who, at the time of said employment:
 1. possess a valid South Carolina driver's license or identification card; or
 2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
 3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

EXHIBIT 1

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor;
or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; 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 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

<<CONTRACTOR’S FULL NAME>>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Gregory D. DeLoach, Esq.,

Its: Assistant Town Manager