

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

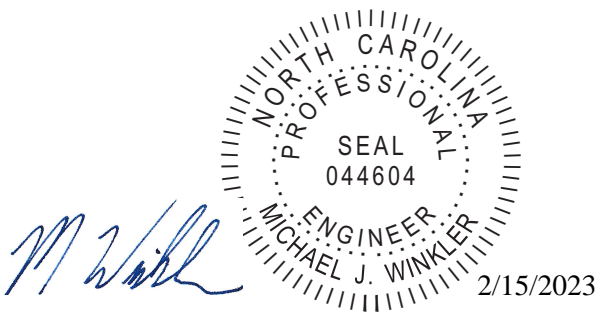
**SPECIFICATIONS AND BID DOCUMENTS FOR A
100 kW GENERATION SYSTEM FOR THE
SOUTH POD SUBSTATION
BID # 320-100123AG**

ISSUED FOR BID

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BID # 320-100123AG**

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**Booth & Associates, LLC
Consulting Engineers
2300 Rexwoods Drive
Raleigh, North Carolina 27607
Firm License No. F-0221**

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**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR A
100 kW GENERATION SYSTEM FOR THE
SOUTH POD SUBSTATION**

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NOTICE TO PROSPECTIVE BIDDERS

Proposals for the furnishing and delivery of all materials and equipment (except materials and equipment specified to be furnished by the Owner) complete and conforming to the bid documents for the 100 KW GENERATION SYSTEM, as set forth in the Bid Schedules, will be received by **The City of Rocky Mount** (hereinafter referred to as the Owner) at the offices of their Purchasing Manager, City of Rocky Mount, Purchasing Division, City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804, or PO Box 1180, Rocky Mount, North Carolina 27802-1180, on or before **4:00 PM, local time, Tuesday, March 14, 2023**, at which time the Proposals will be opened and read. Proposals can be hand delivered to the Purchasing Office at 331 South Franklin Street, Rocky Mount, NC 27804 or the First Floor Atrium. Any Proposal received after that time will be promptly returned to the Bidder unopened.

The Specifications, together with all necessary forms and other documents for the Bidder, may be obtained from the Owner's website <https://rockymountnc.gov/services-finance-bids/>. Questions and comments can be submitted to [Alicia Gaines](mailto:Alicia.Gaines@rockymountnc.gov) (Alicia.Gaines@rockymountnc.gov).

Proposals and all supporting instruments must be submitted on and in the format of the forms furnished in the *Form of Proposal* of these bid documents and must be delivered in a sealed envelope addressed to the Purchasing Manager, The City of Rocky Mount. Proposals must be filled in with indelible ink. No alterations or interlineations will be permitted unless made before submission and initialed and dated.

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the bid documents on file with the Owner and with the Engineer and of all other matters that may affect the cost and the time of the work.

The name and address of the Bidder, its license number (if a license is required by the State), and the following description must appear on the envelope in which the Proposal is submitted:

**"BID FOR 100 kW GENERATION SYSTEM FOR
SOUTH POD SUBSTATION
OLD MILL ROAD
NOT TO BE OPENED UNTIL
4:00 PM, TUESDAY, MARCH 14, 2023"**

Each Proposal shall be accompanied by cash, cashier's check, or certified check drawn on a bank insured with the Federal Deposit Insurance, payable to the Owner, in an amount not less than ten percent (10%) of the total bid as a guarantee that a Purchase Order, if awarded, will be accepted. In lieu thereof, a Bid Bond may be submitted by the Bidder in an amount not less than ten percent (10%) of the total bid (see attached Bid Bond form). The total bid price for which the ten percent (10%) applies shall be the total of all schedules.

The Owner reserves the rights to (1) waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner; (2) reject any or all Proposals and to hold any or all Proposals for a period of sixty (60) days from the date of opening thereof; (3) accept the bid, in its opinion, that represents the best value for the Owner, regardless of whether such bid is the lowest price; and (4) award Contracts to Bidder(s) for any Schedule (s) individually or collectively from the Bid Schedules.

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

By: Mrs. Alicia Gaines
Purchasing Associate III

Date: February 16th, 2023

BID DATES SCHEDULE

City of Rocky Mount, NC

BID No. 320-100123AG

Generator for South POD

No.	Item	Description
1	Bid Issue Date:	Thursday, February 16, 2023
2	Owner's Contact on Bid:	Name: Mrs. Alicia Gaines Phone: (252) 972-1227 Email: alicia.gaines@rockymountnc.gov
3	Pre-bid Meeting Date:	Not Applicable
4	Site Visit Date:	Not Applicable
5	Address for submission of clarification requests on Bid Documents: Or Email to:	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or Email: NA*
6	Deadline for submission of questions and clarification requests on Bidding Documents:	4:00 PM Tuesday, February 28, 2023
7	Deadline for the City to respond to questions and clarification requests	4:00 PM Thursday, March 2, 2023
8	Bid Closing Date and Time (Local Time):	4:00 PM Tuesday, March 14, 2023
9	Bid Submission Address, by Hand Delivery: Bid Submission Address, by Mail:	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or PO Box 1180 Rocky Mount, NC 27802-1180
10	Bids received after the "Bid Closing Date and Time":	Shall not be accepted and shall be returned closed to the bidder.
11	Bid Opening Date & Time (Local Time):	4:00 PM Tuesday, March 14, 2023
12	Bid Opening Location:	First Floor Atrium City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804
13	Validity of Bids:	Bids shall be valid for a period of 60 days after the Bid Closing Date
14	Validity of Bid Security:	The Bid Security shall be valid for 60 days beyond the validity date of the Bid.
15	Delivery Date:	September 2023
16	Performance Bond:	Not Applicable

Bid updates can be found at the City website at <https://rockymountnc.gov/services-finance-bids/>

***Final Submissions cannot be submitted electronically and must be delivered to the purchasing office as described on page N-1.**

DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these "Instructions to Bidders", "Form of Proposal", "Technical Specifications", "Contract", bond, etc., the intent and meaning shall be interpreted as follows:

Owner	City of Rocky Mount
Purchasing Associate III	Mrs. Alicia Gaines
Consulting Engineer	Booth & Associates, LLC
Observer	An authorized representative of the Owner assigned to make any or all necessary observations of work performed, and equipment and/or apparatus furnished by the Bidder
Bidder	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Contract, acting directly or through a duly authorized representative
Subcontractor	An individual, firm, or corporation who contracts with the Bidder to perform part of the latter's Contract
Surety	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted
Form of Proposal, Proposal	The approved, prepared form on which the Bidder is to submit or has submitted his Proposal for the work contemplated
Bid Security	To all bids there shall be attached cash, cashier's check, or certified check from the Bidder upon a bank or trust company insured by the Federal Deposit Insurance Corporation or in lieu thereof, a Bid Bond
Plans, Drawings	All Drawings or reproductions of Drawings pertaining to the construction under the Contract
Technical Specifications	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Contract

Purchase Order

The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Purchase Order shall include the "Instructions to Bidders", "General Conditions", "Form of Proposal", "Plans", "Technical Specifications", and Acknowledgments

**Performance Bond
(Not Required)**

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee of good faith on the part of the Bidder to accept the work in accordance with the terms of the Specifications and Contract

**Payment Bond
(Not Required)**

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee for payment of all Subcontractors on the part of the Bidder in acceptance of the work in accordance with the terms of the Specifications and Contract

Work

The performance of the project covered by the Specifications or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner

Emergency

A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remedy

Work at Site of Project

Work to be performed, including work normally done on the location of the project

Bid Documents

Include all sections of the Request for Bids, Form of Proposal, Technical Specifications and Appendices, Addendum/Clarifications/Bulletins, and Drawings

INSTRUCTIONS TO BIDDERS

1.0 Bidder Qualification

- 1.1 Bids will be accepted only from Bidders deemed by the Owner or the Engineer to be qualified to provide the materials, equipment, and services described by these Specifications. The experience of Bidders in providing the same or similar materials, equipment, and services will be a major factor in determining qualification. The Bidder shall include information to establish qualifications.
- 1.2 Prospective Bidders who wish to submit a bid, but are not presently qualified, may receive consideration by submitting a completed Bidder's Qualification Form, which requires product line and user list, to the Engineer at least ten (10) days prior to the specified bid opening date and time. The Bidder's Qualification Form may be obtained from the Engineer.

2.0 Proposals

- 2.1 To warrant consideration, Proposals must comply with these instructions. Strict adherence to these Specifications and Drawings is requested to facilitate review and consideration of the Proposal.
- 2.2 Bids not received on Booth & Associates, LLC *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out complete; any omissions may cause the entire Proposal to be rejected.
- 2.3 Proposals must be made on the *Form of Proposal* provided herein and must not be altered, erased, or interlined in any manner. The Bidder shall fill in the *Form of Proposal* as detailed in the Terms and Conditions. The Bidder may retain one (1) copy, but the original, fully executed, must be inserted in or attached to the Bid Documents. Also, one (1) additional copy of all executed forms and supporting information shall be supplied.
- 2.4 The Bidder shall furnish certain information, as required by the Bid Documents regarding the equipment on which he is bidding. Two (2) copies of the information, together with the manufacturer's literature setting forth the guarantees and describing the equipment on which he is bidding shall be included as part of the Proposal. If one manufacturer is bidding through two or more agents or representatives, descriptive literature, guarantees, etc., may be submitted in duplicate in one sealed envelope, which will be considered and treated as though it contained a sealed bid. This envelope shall contain a list of the names of Bidders to whom the information applies. Each sealed Bid Proposal without this information shall state the name of the manufacturer who is furnishing the information. Additional sets of the Specifications may be obtained upon a payment of Fifty Dollars (\$50) non-refundable deposit by approved Bidders.
- 2.5 Bids may be modified by the Bidder's removal of his original and the submittal of a completely revised bid package in full compliance with the Bid Documents if received prior to the time of opening bids and if included in the public reading of such bids. No oral or telephonic Proposals will be considered.
- 2.6 Proposals shall include a *Form of Exceptions* utilizing forms provided which shall itemize each and every exception from the Bid Documents. The *Form of Exceptions* shall state the section, subsection, and paragraph designations from the part of the Specifications to which exception is taken and explain in detail the nature of the exception. A copy of this *Form of Exceptions* is included in the *Form of Proposal*. Exceptions will not necessarily eliminate a Bidder from consideration, even if bids without exceptions are received from others. The treatment of exceptions will be based entirely on the overall best interests of the Owner. **Certain exceptions, e.g., failure to provide rigging and unloading at the site, or failure to properly provide field assembly supervision on testing may result in the entire Bid Proposal being rejected.**

- 2.7 Should the Bidder find discrepancies in the documents or fail to understand their meaning, he shall immediately notify the Engineer, who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any oral instructions.
- 2.8 The Bidder shall be the manufacturer of the equipment, or the Bidder shall submit with the *Form of Proposal* a notarized statement that the Bidder is authorized by the manufacturer to tender the Proposal as submitted and that the manufacturer will guarantee the suitability and adequacy of the equipment proposed, and will be bound by the Specifications, as though the manufacturer had submitted the Proposal.
- 2.9 In the event that the Bidder proposes any change or deviation from the Engineer's Plans and Specifications, such Proposal changes or deviations must be submitted at the time bids are opened. The Owner reserves the right to reject any such proposed changes or deviations. All exceptions must be stated on the *Form of Exceptions*. Failure to submit a *Form of Exceptions* will imply strict adherence to the Plans and Specifications.
- 2.10 No Bid Proposal may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days pending the execution of a Contract by the successful Bidder. Should the successful Bidder default and not accept a Contract, then the Contract may be offered to the next lowest responsible Bidder whose Proposal is evaluated as acceptable
- 2.11 Prior to submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Plans and Specifications on file with the Owner and with the Engineer and all other matters that may affect the cost and the time of completion of the work.
- 2.12 The Contract, when accepted, shall be deemed to include the Specifications for the equipment, and the Bidder shall not claim any modification thereof resulting from any representative or promise made at any time by an officer, agent, or employee of the Owner or by any other person.
- 2.13 Firm quotations should be based upon placement of an order within sixty (60) days from bid date.
- 2.14 The Owner reserves the right to select or reject any or all schedules, adders, or deducts (or combination thereof) listed in the *Form of Proposal*. Base quotations for the transformer shall include the risk of delivery to each location.
- 2.15 The Owner will provide reasonable roadway access to each site.
- 2.16 Exceptions taken to the testing performed as outlined in these specifications may result in rejection of the Bidder's proposal.

3.0 Bid Security

- 3.1. Each Proposal shall be accompanied by a cashier's check or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than ten percent (10%) of the total amount of the Proposal; said deposit to be retained by the Owner as Liquidated Damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award.
- 3.2. Bid Bond shall be conditioned that the Surety will upon demand forthwith make payment to the Obligee upon said Bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to immediately make payment, the Surety shall pay to the Obligee an amount equal to double the amount of said Bond. Standard Form of Bid Bond is included in these Specifications.
- 3.3. Only one (1) bid Surety is required, the amount of which shall be based on the total amount of all Bid Schedules.

4.0 Performance Bond/Payment Bond

A Performance Bond/Payment Bond is not required for this project.

5.0 Bulletins and Addenda

Any bulletins or addenda to the Specifications issued during the time of bidding are to be considered covered in the Proposal, and in executing a contract, they will become a part thereof. Receipt of addenda shall be acknowledged by the Bidder on the *Form of Proposal*.

6.0 Award of Contract

- 6.1. The Award of Contract will be made to the lowest acceptable Bidder as soon as practical, provided that in the selection of materials and equipment a Contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization, or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident. The Owner reserves the right to reject any and all bids.
- 6.2. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. The Bidder must correct any such irregularities or errors so waived on the Proposal prior to its acceptance.
- 6.3. Timely delivery of the equipment is an essential part of the evaluation process for an award of a contract. The Bidder is requested to offer the best delivery schedule possible, and provide details of the time frame in the *Form of Proposal* utilizing calendar days after receipt of a contract.
- 6.4. In estimating the lowest cost to the Owner as one of the factors in deciding the Award of the Contract, the Owner will consider, in addition to the prices quoted in the Proposal, the following:
 - a. Cost of Ownership, including financing
 - b. Equipment delivery date
 - c. Adherence to the Plans and *Technical Specifications*
 - d. Suitability of materials and equipment
 - e. Firm prices
 - f. Standardization of equipment.
 - g. Accessibility of service facilities and personnel
 - h. History of delivery performance for past twelve months
 - i. History of prior equipment performance

7.0 Approval Drawings

- 7.1. Before proceeding with fabrication, the manufacturer shall submit for approval sufficient Drawings to demonstrate that all parts conform to the requirements and intent of the Specifications. Approval drawings shall include all drawings listed in the attached appendices.
- 7.2. Approval of Drawings shall not be held to relieve the manufacturer of obligations to meet all requirements of the Specifications, of responsibility for correctness of the Drawings, or responsibility to meet original shipping promise on basis of customer's being allowed two (2) weeks for approval.
- 7.3. Receipt of Approval Drawings by the Bidder constitutes authorization for manufacture predicated upon the Drawings and corrections found thereon. After the return of Approval Drawings, release for shipment is to be granted by either the Owner or its Engineer, based upon the Manufacturer's compliance with the following:
 - a. Thirty (30) days notification of tentative shipping schedule and forty-eight (48) hours notification prior to delivery.
- 7.4. Each sheet of each set of Drawings shall be labeled with City of Rocky Mount and the South POD Substation location name in addition to other identifying information.
- 7.5. Approval Drawings shall be submitted directly to the Owner's Engineer, Booth & Associates, LLC, 2300 Rexwoods Drive, Raleigh, North Carolina 27607, Attention:

7.6. Electronic transmittal of approval drawings is preferred.

8.0 Final Drawings

- 8.1. Contingent upon Approval Drawing review and product manufacture, the Bidder shall issue final documentation for the transformer as follows:
- a. One (1) complete set of all Drawings, revised to "as-built" status, released on paper media.
 - b. Two (2) complete sets of all Drawings, revised to "as-built" status, released on two (2) separate USBs, compatible with AutoCad®, Release 2018.
 - c. Five (5) copies of applicable instruction books, including one (1) print each of all Drawings representing physical and electric details as furnished per these instructions.
 - d. All Drawings are to be certified correct and supplied within a reasonable length of time prior to shipment of the equipment.

9.0 Shipping Details

- 9.1. A Delivery Schedule is included in the *Form of Proposal* on which the Bidder shall indicate the delivery schedule for his materials and equipment. Strict adherence to the quoted delivery schedule is expected. Furthermore, the Bidder shall match his scheduled deliveries to the schedule preferred by the Owner if noted in the *Form of Proposal*.
- 9.2. The prices quoted shall include delivery of the equipment F.O.B. Point of Delivery to each location and unloading to location specified by Owner. The Bidder is responsible for all highway permits and associated fees from point of origin to each site. Refer to Vicinity Maps in Appendices for each station site location.
- 9.3. The Bidder shall include the cost for complete rigging and setting in place. The Bidder shall provide all necessary labor and equipment.
- 9.4. Delivery of all items of equipment shall be made at such time as to permit unloading between the hours of 9:00 a.m. and 3:00 p.m., Monday through Thursday, holidays excluded. Ultimate delivery shall be at the discretion of the Owner.
- 9.5. In the event that shipping delays occur, the Bidder shall be responsible for all shipping demurrage unless such delays are caused solely by the Owner.
- 9.6. Proposals shall include the following:
- a. Catalog numbers, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not satisfactory.
 - b. Performance data for the specified item(s) as set forth in the *Technical Specifications*.
 - c. Prices shall include the cost of delivery, unloading, assembly and construction, supervision of assembly and field testing as per the Instructions to Bidders. The Vicinity Map is included in the Appendices.

10.0 Payment

- 10.1. Payment by the Owner to the Successful Bidder shall be made through monthly invoices that detail the work completed the previous month. Each invoice amount shall be for the percentage of the project being invoiced less ten-percent (10%) for the retainage. The equipment costs less ten-percent (10%) retainage shall be included on the invoice once it is installed on-site, inspected by the owner, and free of any apparent damage. All labor and equipment invoices will be reviewed by the owner and engineer and determined to be

a fair representation of the work completed. The invoices shall be paid once the work is verified to be in compliance with the specifications. Invoices will be reviewed by the Owner and Engineer within thirty (30) days of the invoice receipt.

- 10.2. Invoices shall be submitted in triplicate to Accounts Payable, City of Rocky Mount for review and approval. The address for submittal of all invoices is: City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802.
- 10.3. Payment amounts will be made on a NET 30 day period upon submission of an invoice and appropriate pick tickets to support such invoice.

GENERAL CONDITIONS

1.0 Drawings and Specifications

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any and all other things necessary to do a complete job, which may include manufactured items and field service assistance. In case of discrepancy or disagreement in the Contract, the order of precedence shall be: Contract, Specifications, Drawings.

2.0 Clarifications and Detail Drawings

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions or Detail Drawings or both. Clarifications and Drawings shall be consistent with the intent of Bidding Documents, and shall become a part thereof.

3.0 Copies of Drawings and Specifications

The Engineer will furnish free of charge to the Bidder one (1) copy of the Plans and Specifications. Additional sets of these Specifications may be obtained upon request and a non-refundable deposit of Fifty Dollars (\$50.00) by approved Bidders.

4.0 Ownership of Drawings and Specifications

All Drawings and Specifications are instruments of service and remain the property of the Engineer whose name appears thereon. The use of these instruments on work other than these Bid Documents without permission is prohibited. All copies of Drawings and Specifications other than final copies shall be returned to the Engineer upon request after completion of the work.

5.0 Royalties, Licenses, and Patents

It is the intention of the Bid Documents that the work covered herein will not constitute in any way an infringement on patents. The Bidder shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Bidder shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

6.0 Uncorrected Faulty Work

The Bidder shall be notified of faulty or damaged work and shall have the option to respond in a reasonable period of time. Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner or the Engineer, the Owner shall be reimbursed by the Bidder for the same by a deduction in the Contract prices arrived at by a fair estimate of the probable cost of correction, approved by the Engineer.

7.0 Liquidated Damages

The Bidder shall commence manufacture upon issuance of a Contract from the Owner, and shall fully complete delivery as per the Delivery Schedule in the *Form of Proposal*. For each day in excess of the proposed dates, the Bidder shall be made payable to the Owner the sum of five hundred dollars (\$500.00) as liquidated damages (and not as a penalty), reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Bidder to complete delivery within the time specified, such time being in the essence of this Contract and material consideration thereof.

8.0 Delays and Extension of Time

8.1 The time to be allowed for delivery is stated in the *Form of Proposal*. The Bidder, upon notice of award of the Contract, shall prepare a delivery schedule based on the allowed time and submit such schedule to the Engineer for approval.

- 8.2 If Bidder is delayed at any time in the progress of the work by any act of negligence by the Owner or the Engineer, by any separate Bidder employed by the Owner, or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.
- 8.3 No extension of time for completion will be made for ordinary delays and accidents. Extensions may be granted for delays ordered by the Engineer if the request has been made in writing within forty-eight (48) hours after the order to cease work has been given.

9.0 Warranty

The Bidder shall guarantee his materials and workmanship against defect due to faulty materials, faulty workmanship, or negligence for a period of sixty (60) months from energization, or sixty-six (66) months from date of delivery, whichever applies. He shall make good such defective materials or workmanship and any damages resulting there from without cost to the Owner. Bidder shall submit an additional price for the owner to optionally extend the warranty an additional (60) months.

10.0 Assignments

The Bidder shall not assign any portion of the Contract nor subcontract in its entirety except as fully explained in the *Form of Proposal* and accepted by the Owner. No funds or sums of money due or to become due to the Bidder under this Contract may be assigned.

11.0 Change In Plans and/or Specifications

The Owner, or the Engineer on behalf of the Owner, may make changes to Plans and/or Specifications after award of the Contract or while fabrication is in progress. The compensation for such changes shall be agreed upon in writing between the Bidder and the Owner prior to commencement of work involving the change. No payment shall be made to the Bidder for correcting work not in compliance with Specifications.

12.0 Insurance

The Bidder shall maintain Workmen's Compensation Insurance and Liability Insurance appropriate for the level of exposure involved in the Contract. The Bidder shall furnish certification of the appropriate insurance.

13.0 Equal Employment Opportunity

During the performance of this work, the Bidder agrees as follows:

- 13.1 The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. The Bidder will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 13.2 The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap.

The Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers' representative of the Bidder's commitments under the Equal Employment Opportunity Section of this Specification and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 13.3 In the event of the Bidder's noncompliance with the nondiscrimination clauses of this Specification or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further Owner contracts.
- 13.4 The Bidder will include the provisions of this section in every Subcontract or Contract unless exempted by rules, regulations, or orders of the Owner, so that such provisions will be binding upon each Subcontractor.

14.0 Indemnification

The Bidder shall hold harmless and indemnify the Owner, its agents, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against Owner, its agents, or employees based upon a claim that the materials and equipment, or any part thereof, constitute an infringement of any patent; or if the Bidder shall fail to defend such suit or proceeding, Owner may do so and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof, are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for Owner the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

*Commercial Clauses in the City of Rocky Mount's General Terms and Conditions that conflict with other clauses in this bid document shall not be applicable.

GENERAL TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Contractor without expense to the City.

In the event of default by the Contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under The Contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with the Contractor, immediately terminate The Contract for cause, and may take action to debar the Contractor from doing future business with the City.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. **TAXES:** Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using Department is responsible for all payments to the Contractor under the Contract. For services the Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
7. **EQUAL OPPORTUNITY CLAUSE:**

- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.
 - b. The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY:**
- a. Contractor warrants that:
 - i. Performance under The Contract will not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions against the Contractor arising from, or alleged under, any intellectual property rights of any third party;
 - b. Should any deliverables supplied by Contractor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor, shall at its option and expense, either procure for the City the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Contractor's judgment, or if further use shall be prevented by injunction, the Contractor agrees to cease provision of any affected deliverables and refund any sums the City has paid Contractor and make every reasonable effort to assist the City in procuring substitute deliverables. If, in the sole opinion of the City, the cessation of use by the City of any such deliverables due to infringement issues makes the retention of other items acquired from the Contractor under this Agreement impractical, the City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Contractor agrees to refund any sums the City paid for unused Services or Deliverables.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 30 days' notice in writing from the City to the Contractor. In that event, any or all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Contractor agrees not to use the existence of The Contract or the name of the City of Rocky Mount as part of any commercial advertising or marketing of products or services. A Contractor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the City to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

- 13. INSURANCE:** Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General Liability and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind, or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of the Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 17. SUBCONTRACTING:** Performance under The Contract by the Contractor shall not be subcontracted without prior written approval of the City's assigned Contract Lead. Unless otherwise indicated, acceptance of a Contractor's bid shall include approval to use the subcontractor(s) that have been specified.
- 18. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

19. CARE OF PROPERTY: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City for use in connection with the performance of The Contract or purchased by or for the City for The Contract, and Contractor will reimburse the City for loss or damage of such property while in Contractor's custody.

20. OUTSOURCING: Any Contractor or subcontractor providing call or contact center services to the City of Rocky Mount or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the City in writing, prior written approval must be obtained from the City Department responsible for the contract.

Contractor shall give notice to the using Department of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons providing performance under a State contract to a location outside of the United States.

21. E-VERIFY: Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. N.C.G.S. 143-3.

21. COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2015. Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.

22. COMPLIANCE WITH LAWS: Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and City of Rocky Mount having jurisdiction and/or authority.

23. ENTIRE CONTRACT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This contract, any addenda hereto, and the Contractor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

24. ELECTRONIC RECORDS: The City will digitize all Contractor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Contractor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the City under applicable law. The waiver by the City of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR A
100 kW GENERATION SYSTEM FOR THE
SOUTH POD SUBSTATION**

FORM OF PROPOSAL

*(Provide **one** original and **one** copy)*

Respectfully submitted this ____ day of _____, 2023.

OWNER:	BIDDER:	
City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 PO Box 1180 Rocky Mount, NC 27802-1180 Mrs. Alicia Gaines Purchasing Associate III Phone: (252) 972-1227 Fax: (252) 972-1662 alicia.gaines@rockymountnc.gov		
	NAME	TITLE
	STREET ADDRESS	
	CITY/STATE/ZIP	
	PHONE:	
	FAX:	
	E-MAIL:	
SUPPLIER OF PROPOSED EQUIPMENT	SIGNATURE	
MANUFACTURER		
STREET ADDRESS		
CITY / STATE / ZIP		

TERMS AND CONDITIONS

1. The undersigned (hereinafter called the "Bidder") hereby proposes to sell and deliver to the Owner upon the terms and conditions herein stated, the materials, equipment, and services (hereinafter called the "Material") specified in the Bid Schedule (s) attached hereto, and by this reference made a part hereof, for the Materials for the Owner, and:
 - a. These Bid Documents, which include *Notice to Prospective Bidders, Instructions to Bidders, General Conditions, and Technical Specifications.*
 - b. Manufacturer's specifications, both as set forth herein and in Manufacturer's literature (two [2] sets) attached hereto, or furnished separately as provided for in the *Instructions to Bidders*;
 - c. Legal negotiations, with low bidder only, after bids are opened, for budgetary compliance.
2. The prices as quoted herein:
 - a. Are firm unless otherwise stated.
 - b. Are FOB delivery location(s)
 - c. Do include the cost of delivery and unloading at the site at the Bidder's Risk
 - d. Any tax shall be included as a separate line item per the bid schedule
3. Invoice shall list the appropriate state sales tax as a separate item.
4. The Bidder further declares that he has examined the site of the work and informed himself fully regarding all conditions pertaining to the location where the Material is to be delivered; that he has examined the *Technical Specifications* for the work and Bid Documents relative thereto; has read all special provisions furnished prior to the opening of the bids; and that he has satisfied himself relative to the work to be performed.
5. The Bidder proposes and agrees if the following Bid Schedule (s) in this Proposal is accepted, to contract with the Owner, in the form of a Contract specified, to furnish all necessary equipment and materials, except materials and equipment specified to be furnished by the Owner, complete in accordance with the Bid Documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the *General Conditions*, and as filed on Change Order Forms.
6. The materials will conform to the *Technical Specifications* attached hereto and made a part hereof.
7. The Material prices set forth herein do not include any sums which are or may be payable by the Bidder on account of State Sales Tax upon the sale, purchase or use of the material. If any such tax is applicable to the sale, purchase or use of the material hereunder, the amount thereof shall be added to the purchase price and paid by the Owner after the Bidder has ascertained the actual sales tax to be included in the Contract price.
8. The Owner reserves the right to accept any schedule, combination of schedules, or any portion of a schedule
9. The prices quoted shall include delivery F.O.B. of Material by open-top truck as described in the *Instructions to Bidders*, and include unloading, supervision of reassembly and field testing of the Material as outlined in the *Instructions to Bidders*. Delivery will be considered as part of the award of Contract.
10. A *Form of Exceptions* to the *Technical Specifications*, prepared in accordance with the *Instructions to Bidders*, is attached hereto. The Bidder shall document any exceptions with deviation from the bid documents and specifications in the *Form of Proposal*. Otherwise, the complete compliance is assumed.
11. The time for delivery may be extended for the period of any reasonable delay due exclusively to causes beyond the control and without fault of the Bidder, including acts of God, fires, floods, strikes and delay in transportation.

12. This Proposal is made pursuant to the provisions of the *Notice and Instructions to Bidders* and the *Technical Specifications*, and the Bidder agrees to the terms and conditions thereof.
13. Proposals shall include a complete bill of materials, identifying each item by catalog number, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not acceptable.
14. Title to the materials shall pass to the Owner upon delivery to the points above specified.
15. The Bidder warrants that the Materials will conform to the performance data and guarantees, which are attached hereto and by this reference made a part thereof.
16. The Bidder warrants the accuracy of all statements contained in the Bidder's Qualifications and agrees that the Owner will rely upon such accuracy as a condition of the award of Contract in the event that this Proposal is accepted.
17. By the submission of this bid, the Bidder certifies that:
 - a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other Bidder of materials, supplies, or equipment of the type described in the *Notice to Prospective Bidders* or the *Technical Specifications*, and
 - b. The contents of the bid have not been communicated by the Bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its Surety on any Bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.
18. If, in submitting this Proposal, the Bidder has made any change in the *Form of Proposal*, the Bidder understands that the Owner may evaluate the effect of such change as they see fit or they may exclude the Proposal from consideration in determining the award of the Contract.
19. Delivery of all items of equipment shall be in accordance with *Technical Specifications*.

BID SCHEDULES

BID SCHEDULE NO. 1 – SOUTH POD SUBSTATION

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Load Management and Emergency Backup Generator, no less than 100 KW, 120/240 V, all in accordance with the Specifications, delivered to site by September 2023. Including 5 year complete warranty	1	\$ _____	\$ _____
Automatic Transfer Switch	1	\$ _____	\$ _____
TOTAL BID:	1	\$ _____	\$ _____
Sales Tax (If Applicable)	1	\$ _____	\$ _____

Delivery Schedule No. 1

The prices of the materials and equipment set forth herein shall include the cost of delivery to the site at the Bidder's risk. The time of delivery shall be as follows:

Delivery (Days)*

Approval Drawings	
Final Drawings**	
Delivery of Material**	

* Number of consecutive calendar days after receipt of written order from the Owner.

** Allow two (2) weeks for receipt and return of Approval Drawings.

FOR CITY USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of City of Rocky Mount Purchasing Office.)

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

SUPPLEMENTARY INFORMATION AS APPLICABLE
--

Manufacturer and Type _____

Place of Manufacture _____

Nearest Shop Repair Facility _____

Nearest I&SE Facility _____

Other Utilities Purchasing Recent Units of Same Design

Method of Shipment:

Proposed Shipping Firm: _____

Proposed Rigging Firm: _____

(Attach separate supplemental sheets if necessary)

AFFIDAVIT OF BIDDER

The final payment of retained amount due the Bidder on account of the Contract shall not become due until the Bidder has furnished to the Owner through the Engineer an affidavit signed, sworn, and notarized to the effect that all payments for Material, services, or any other reason in connection with this Contract have been satisfied and that no claims or liens exist against the Bidder in connection with this Contract. In the event that the Bidder cannot obtain similar affidavits from Subcontractors to protect the Bidder and the Owner from possible liens or claims against the Subcontractor, the Bidder shall state in his affidavit that no claims or liens exist against any Subcontractor, and if any liens or claims appear afterward, the Bidder shall save the Owner harmless on account thereof.

Bidder: _____

By: _____

Date: _____

FORM OF EXCEPTIONS

Instructions to Bidders, Paragraph 2.6 and Section 6. Award of Contract

CITY OF ROCKY MOUNT

100 kW GENERATION SYSTEM FOR SOUTH POD SUBSTATION

The following is a list of exceptions to the Bidding Documents and/or Technical Specifications pertaining to the furnishing of the subject materials. Bidders shall identify each exception by Specification page and paragraph number on this form. The omission of exception implies complete compliance with Plans and Specifications.

EXCEPTION/VARIATION

[illegible]

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

as Principal, and _____
as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto The City of Rocky Mount, Rocky Mount, North Carolina, as Obligee, in the penal sum of _____
_____ DOLLARS (\$_____) (10% Bid Bond),
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these present.

SIGNED, Sealed, and dated this _____ day of _____, 2023.

WHEREAS, the said Principal is herewith submitting a Proposal for

INSTALLATION OF THE

Error! Reference source not found.

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by the bidding documents contained herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so accept such Purchase Order as required by the bidding documents contained herein, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to double the amount of this Bid Bond as set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

Principal

By _____(SEAL)

Corporate Surety

By _____(SEAL)

INSERT

ADDENDA / CLARIFICATIONS / BULLETINS

Instructions to Bidders, 5. Bulletins and Addenda

TECHNICAL SPECIFICATIONS

1.0 Scope

- 1.1 These Specifications cover the procurement, delivery, and installation, in good order, for one (1) diesel generator as specified herein to provide back power to the South POD Substation Control House.
- 1.2 The work shall include furnishing all design engineering, labor, materials, equipment, and supplies, except materials and equipment to be furnished by others, necessary for the complete fabrication of the engine-driven generator.
- 1.3 Bidder shall include spec sheet of generator.

2.0 General Conditions

- 2.1 All materials and equipment shall be new.
- 2.2 Strict adherence to these general Specifications and Drawings is requested to facilitate checking and consideration of the Proposal.
- 2.3 Owner will furnish and install power wiring. Owner to furnish and install alarm and control wiring to generator.
- 2.4 Bidder to furnish foundation suitable for generator, to be installed with the generator.
- 2.5 Generator conduit is existing, and wiring will be furnished and installed by the Owner.
- 2.6 Generator installation shall be complete by 9/2023.
- 2.7 During the warranty period, manufacture authorize personnel shall be able to respond to problems with genset at site location within 24 hours.

3.0 Engine Requirements

- 3.1 Engine governor will maintain frequency regulation isochronously. Governors shall be an electronic type and will have a regulation margin no greater than $\pm 0.25\%$.
- 3.2 Engine will be lubricated by oil and shall have a method to keep the engine continuously lubricated before during and after operation. This lubrication system shall be an oil pump.
- 3.3 Engine shall be a four-pole, single bearing design.
- 3.4 Starting system will be according to the datasheet. This will include a battery and battery charger. The battery and battery charger shall have a system voltage of 12 or 24 volts and the battery shall have a power rating big enough to start the generator crank. Battery charger may be powered through transfer switch or sub panel if neccessary.
- 3.5 When starting up, generator shall be capable of producing full voltage and power within 20 seconds.
 - 3.5.1 Engine shall have a minimum of one (1) block heater with an operating voltage of 120/240 VAC. Block heater(s) shall be powered thru transfer switch. A sub panel may be used if necessary.

4.0 Electrical Requirements

- 4.1 The generator will be capable of producing the desired output power and shall use the desired fuel. The output power rating shall also be adjusted for any additional temperature contributions.

- 4.2 The generator shall produce AC power with a single-phase output. The output voltage level shall be in accordance with the datasheet.
- 4.3 The generator shall produce with a power factor of no less than 0.8 lagging.
- 4.4 Voltage regulator output voltage margins within +/-1%. This regulator shall have single phase sensing and shall be an electronic type.
- 4.5 Voltage dip will not exceed 10% at a power factor of 0.8.
- 4.6 The stator shall have 12-wire brushless connections.
- 4.7 The generator enclosure shall be rated for outdoors use. This enclosure shall be electrically insulated and shall be waterproof to protect the generator inside.

5.0 Generator Controls and Protection

- 5.1 The generator control and protection shall be in accordance with its datasheet.
- 5.2 Bidder shall provide broken-out pricing for an automatic transfer switch on the Bid Schedule. The automatic transfer switch shall be rated for the power and voltage output per the datasheet.
- 5.3 Generator shall have a local remote on/off control. This control will initiate the generator start-up sequence immediately after receiving a signal.
- 5.4 Controller shall have an ethernet connection for customer communication. Bidder shall provide a network map.
- 5.5 Controller shall have a minimum of four (4) configurable inputs and four (4) configurable outputs.
- 5.6 Generator shall have a summary alarm output that will signal if any alarm is triggered in the generator. This summary alarm will act as a general alarm and will not indicate any specific problem with the generator. Specific generator alarms will still indicate their associated failure mode.

6.0 Fuel Tank Requirements

- 6.1 Fuel tank shall be integrated into the generator and shall be of double-wall construction.
- 6.2 Fuel tank shall be capable of holding enough fuel to provide twenty-four (24) hours of back power to the station control house.
- 6.3 Fuel tank shall have a lockable cap. Bidder shall provide three (3) keys to the cap lock.

7.0 Guarantee

- 7.1 The Bidder shall guarantee materials and workmanship against defect due to faulty materials, faulty workmanship, or negligence for a period of five (5) full years after energization. Bidder shall make good such defective materials or workmanship and any damages resulting therefrom without cost to the Owner. Each class of equipment shall carry a full five (5) year warranty against defects from the date of energization.

APPENDICES

BOOTH & ASSOCIATES, LLC
GENERATOR SPECIFICATIONS
DATA SHEET

Substation Name: South POD Substation

Scope: The Manufacturer's work shall include furnishing all equipment and materials so represented by the accompanying Bid Documents and this Data Sheet.

Submit All Submittals To: Michael Winkler, PE: Booth & Associates, LLC (m.winkler@booth-assoc.com)

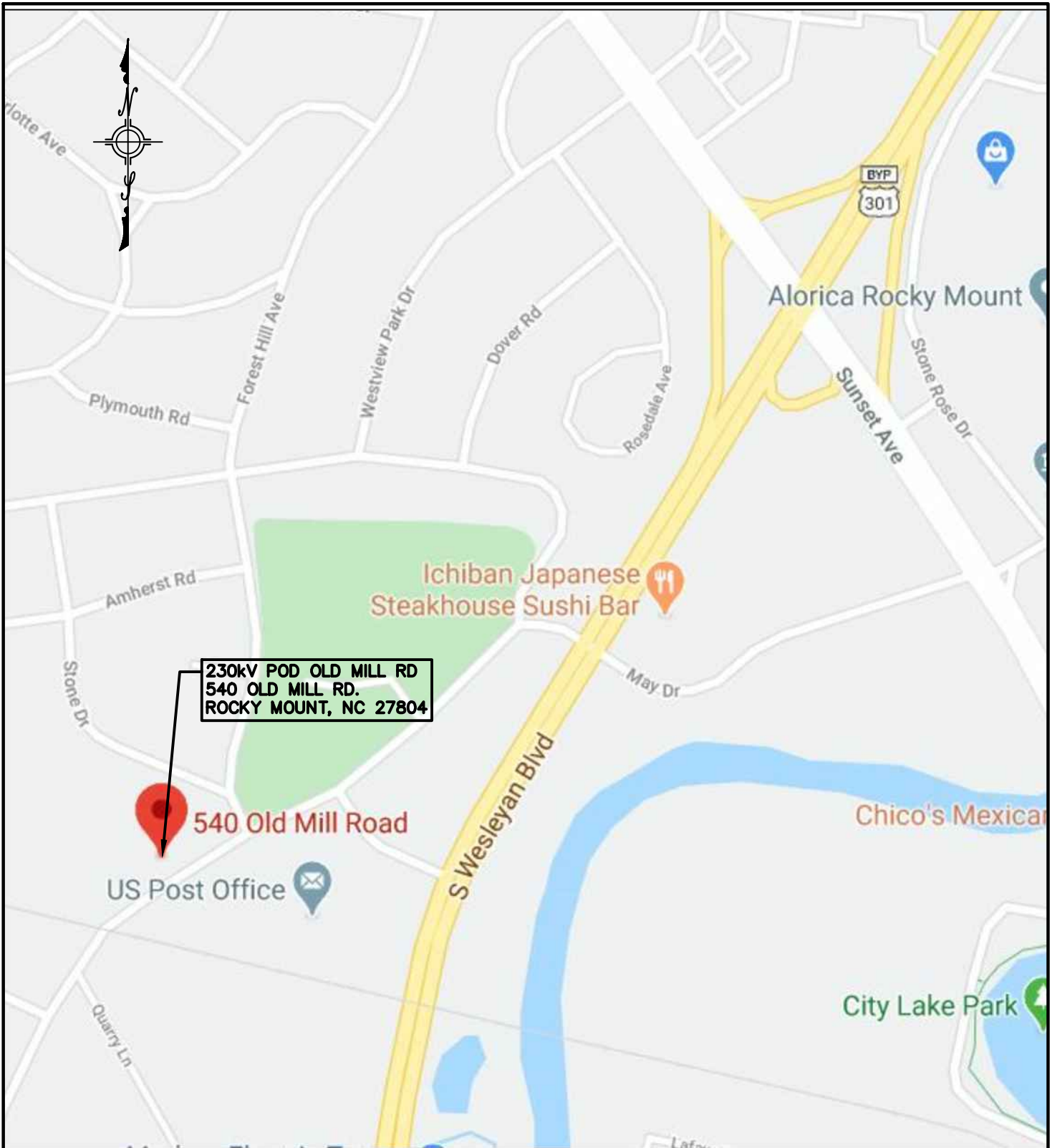
Generator

Standby Power Output:	100	kW
Voltage (line-line):	120/240	Vac
Power Factor:	0.8	
Synchronous Speed:	1800	rpm
Frequency:	60	Hz
Pitch:	2/3	
Circuit Protection	Circuit Breaker	
Connection:	1-phase	
Generator Type:	TEFC	
Enclosure Form:	Standard	
Ambient Temp. (Max):	122	°F
Ambient Temp. (Min):	-22	°F
Include Annunciator Panel:	Yes	

Engine

Full Load Speed*:		rpm
Engine HP*:		
Governor Model*:		
Fuel Type:	Diesel	
Tank Capacity:	24 hrs, 100% Load	
Fuel Consumption at 50% Load*:		
Fuel Consumption at 100% Load*:		

*Vendor to specify



SITE LOCATION

ADDRESS:
540 Old Mill Rd.
Rocky Mount, NC 27804

LATITUDE: 35.951766°
LONGITUDE: -77.8342348°

CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA

230kV POD OLD MILL RD
VICINITY MAP

Booth & Associates, LLC

5811 Glenwood Avenue | Raleigh, NC 27612 CONSULTING ENGINEERS NC P-0221

DWN. BAA	DATE: 4/4/20	DWG. NO. VM-1
CKD. KPM	APPD. KPM	
SCALE: 1"=2,000'	FILE: 18899VM	
JOB NO. 18899	DATE	
© 07/20	REVISION	

SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification: _____

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 and E-Verify Affidavit to the contact person listed on the coversheet.

<https://rockymountnc.gov/services-finance-vendor-registration/>

HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT

Becoming a Vendor <https://youtu.be/MGOjZxl4iQc>

Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>

Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

ATTACHMENT G: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

CERTIFICATION BY PRIME CONTRACTOR:

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: _____ Date: _____
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
City of Rocky Mount