

INSTRUCTIONS TO BIDDERS – STATION 82 BACKUP GENERATOR

Spokane County Fire District 8 “District” is the entity issuing this invitation for bids. The District is a municipal corporation and political subdivision of the State of Washington.

District’s address: Spokane County Fire District 8
12100 E. Palouse Highway
Valleyford, WA 99036

District Mailing Address: Spokane County Fire District 8
PO Box 345
Valleyford, WA. 99036-0345

For further information contact Division Chief Wyrobek at cwyrobek@scfd8.org or by calling 509-926-6699 between the hours of 9:00 a.m. and 4:00 p.m. on all regular business days.

The District’s representative for all matters relating to this invitation for bids is: Division Chief Chris Wyrobek.

1. **Definitions** The following terms shall have the meaning set forth below when used in this instrument:
 - 1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the invitation for bids by the District.
 - 1.2. **Qualified Bid.** Any bid submitted to the District in response to the invitation for bids issued by the District that complies with the bid requirements.
 - 1.3. **District.** Spokane County Fire District 8.
 - 1.4. **Supplier.** The bidder who is awarded the contract to supply the Equipment described in the Equipment Specifications issued by the District, whether referred to as successful bidder, vendor, contractor, or manufacturer in subsequent documents.
 - 1.5. **Acceptance.** The term acceptance shall mean that time at which the District indicates that the Equipment, as received, substantially complies with the Equipment Specifications.
 - 1.6. **Equipment.** Station 82 Backup Generator as more particularly described in the Equipment Specifications **Exhibit B**.
 - 1.7. **Equipment Specifications.** The specifications attached here to as **Exhibit B**.

2. **Invitation for Bids.** The District will accept sealed bid proposals for the Equipment as follows:
 - 2.1. **Time.** Bid proposals must be received by the District on or before 4:00 PM PST, July 8, 2016. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 4:00 P.M. deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The District assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the District on time to be considered. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any vendor. FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.
 - 2.2. **Place.** Sealed Bid proposals may be mailed or delivered to the District's address listed above.
 - 2.3. **Bid Opening.** Bids will be opened at the Board of Commissioners meeting following the Bid submittal time. A decision to award bids will be made within 90 days of that date.
3. **Acceptance - Rejection of Bids.** The District reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds these specifications and which the District deems to be in the best interest of the District. The District reserves the right to accept the bid from the lowest responsible bidder taking into consideration the interests of the District as a whole. This may or may not be the bid with the low bid price. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives first at the District. Bid will be good for ninety (90) days after being opened by the District.
4. **Instruction to Bidders and Specifications.** The instructions to bidders and Equipment Specifications may be obtained by contacting the District between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days. Any questions regarding this specification must be submitted in writing and be received by the District's Representative a minimum of five (5) business days prior to the bid opening date. Clarifications, corrections and/or changes shall be sent out in writing via fax to all prospective Bidders.
5. **Bid Marking.** All bids must be submitted in sealed envelopes and must be clearly marked on the outside of the envelope "2016 Station 82 Backup Generator Bid."

6. **Bid Submission.** A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with the District, provided the request is filed with the District, in writing before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.
7. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:
 - 7.1. **Proposal.** The bidder's detailed specifications of the Equipment and equipment which it proposes to furnish that meets or exceeds the specifications in **Exhibit B**. Such description shall be set forth in the same sequence as set forth in these specifications. In the event any exceptions to the specifications are set forth in a bid proposal, the bidder must also include an explanation to establish why they feel the exceptions are equivalent to, or exceed the specifications.
 - 7.2. **Contract Form.** The purchase contract in a form acceptable to the District, which form shall incorporate these instructions to bidders by reference.
 - 7.3. **Qualification of Bidder.** The Proposal must include satisfactory evidence of the bidder's ability to supply the Equipment specified.
 - 7.4. **Availability of Parts and Services.** A statement showing the length of time that parts and services will be available after delivery of the Equipment and where such parts and service will be available.
 - 7.5. **Manuals.** An agreement that the bidder will supply to the District at the time of delivery of the Equipment, the following documents:
 - 7.5.1. At least two copies of complete operation and maintenance manuals covering the complete Equipment as delivered.
 - 7.6. **Training.** An agreement that a trained instructor will instruct and train Fire District personnel in the operation of the Equipment.
 - 7.7. **Authority.** The bid must be signed by an authorized representative of the Bidder. The Bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the Bidder.
 - 7.8. **Price.** The total bid price exclusive of state and local sales or use tax. Using Bid Price Form Attached as **Exhibit A**.
 - 7.9. **Payment Terms.** Terms shall be one hundred percent payment after final acceptance of the Equipment by the District. No other terms shall be acceptable unless specifically agreed to by the District. The bidder shall be aware that it may take thirty (30) days to process payment.

- 7.10. **Delivery Date.** The Bidder shall provide in the bid proposal the amount of time in which the Equipment will be delivered to the District. The delivery date shall be no later than September 16, 2016 subject only to labor strikes, acts of God or other delays not the fault of the Supplier. A provision that upon delivery of the completed Equipment to the Fire District, the District shall have a period of ten (10) days after Delivery in which to inspect and test the Equipment prior to acceptance. Notification must be made to the Fire Chief or his/her designee three (3) days prior to delivery so that personnel may be available to receive delivery.
- 7.11. **Acceptance and Testing.** On receipt of the completed Equipment at the District's designated location, the District shall have a period of ten (10) days in which to inspect and test the Equipment prior to acceptance. In the event the Equipment fails to comply with the Equipment Specifications or fails to meet the test requirements after the first inspection and tests, the Supplier shall be immediately notified and shall have a period of 30 days after the completion of such inspection and tests to correct the noted deficiencies. The District shall then have a second period of 15 days in which to re-inspect and re-test the Equipment prior to acceptance. Failure to make such changes as the District may consider necessary to conform to any provision of the Equipment Specifications within the 30 day period shall be cause for rejection of the Equipment.
8. **Compliance.** The District advises all prospective Bidders that compliance with the requirements of these instructions to bidders as well as the Equipment Specifications will be considered by the District in determining whether to accept or reject any bid.
9. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement may constitute grounds for the rejection of the bid in the discretion of the District.
10. **Bidding Errors.** The District will not be liable for any errors in any Bidder proposal and Bidders will not be allowed to alter or modify bids after the Bid submittal deadline. The District reserve the right to correct or amend errors such as typing, transposition or other obvious errors, however, the District is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified work sheets documenting the error. If the District, upon review of the work sheets is convinced, in the District's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, may be relieved of Bidder's bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.
11. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of ninety (90) days from the date of opening of the bids.

12. **Equipment Specifications.** The Equipment Specifications provided by the District in **Exhibit B** are the minimum requirements. Any exceptions equivalent to or exceeding the Equipment Specifications must be specifically identified and the cost adjustment related to any such exception shall be clearly identified. Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article that the District, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the generator being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the District to determine if the generator offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid "non-responsive." Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.

13. **Contract Documents.** The contract must be in a form acceptable to the District. The contract must specifically enumerate all documents that are included by reference, which shall include the following documents:
 - 13.1. A formal written agreement executed by each party.
 - 13.2. The instructions to bidders and Equipment Specifications prepared by the District.
 - 13.3. The bid proposal submitted by the Bidder.
 - 13.4. All warranties covering the Equipment.
 - 13.5. **Liquidated Damages.** If the Supplier fails to deliver the completed Equipment to the location specified on or before the date specified in the contract, because of difficulty in computing the actual damages to the District arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay the District the amount of \$250.00 per calendar day until the Supplier delivers the completed Equipment to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that the District will suffer by failure of the Supplier to complete the Equipment within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Supplier that the Supplier has ascertained and agrees that the District will suffer actual damages in the above amount for each day during which the completion of the Equipment is delayed beyond the agreed completion date.
 - 13.6. The contract and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the laws of the State of

Washington. The Contractor shall agree that any litigation, action or proceeding arising out of the contract or the bid process, shall be instituted in a state court located in the county of Spokane, State of Washington.

14. **Delivery Location.** Delivery of the Equipment shall be F.O.B Station 82, 12100 E Palouse Highway, Valleyford, WA 99036 or such other location designated by the District or other municipal corporation purchasing of this bid.
15. **Warranty.** Unless otherwise stated, the warranty of the manufacturer shall comply with the contract requirements and shall cover all components of the Equipment including accessories.
 - 15.1. The warranty obligation shall include the following:
 - 15.1.1. All materials and required labor.
 - 15.1.2. All transportation and shipping costs for the Equipment or any part of the Equipment from the District headquarters station to the place of repair and return.
 - 15.1.3. The term of the warranty or warranties.
 - 15.1.4. A copy of the warranty must be included in the bid.
16. **Statutes and Regulations.** The completed Equipment must comply with all applicable federal statutes and regulations, applicable Washington statutes and regulations of the Department of Labor and Industries and all other applicable state regulatory agencies. In the event the Equipment Specifications cannot be complied with without violating such requirements, the Bidder shall so state.
17. **Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against the District, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the Equipment or any appliance to be furnished under the contract.
18. **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted by the District. The District accepts no responsibility for the performance of a purchasing contract by the successful bidder and the District accepts no responsibility for payment of the purchase price by any entity purchasing under this provision.
19. **Conflict of Interest.** Bidders must certify, by signing below, that no officer, agent, or employee of the District who have participated in the contract negotiations on the part of the District have a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any

other bidder under the same call for bids and that the Bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.

I declare under penalty of perjury of the laws of the State of Washington that the above is true and accurate.

EXHIBIT B

EQUIPMENT SPECIFICATIONS

The following are intended as guidelines, all equivalent or comparable units will be considered.

3.2

Base Specifications: The generator shall be a new, previously unused unit and have the following minimum specifications:

- Minimum of 230kw facility backup generator
- Minimum of a 600 gallon fuel tank
- Automatic transfer switch rated not less than 800A
- Construction of a concrete slab to mount the backup generator to within backup generator manufacturer specifications
- Bid shall include all costs to include, but not limited to:
 - Complete installation
 - Permits
 - Labor
 - Parts

3.4

Delivery: Unit to be delivered to the following address:

- 12100 E. Palouse Highway, Valleyford, WA 99036
- 509-926-6699

BID QUALIFICATION FORM

All bidders must fill in all blanks:

- YES if meeting or exceeding specifications and;
- NO if exceptions are taken. Any exceptions taken must be explained in written detail on bidder's letterhead and attached to the bid submitted.
- Bidder must attach a copy of factory warranty for the backup generator.
- Bidder must attach copy of warranty covering parts, labor, and installation.

Minimum 230kW:

YES _____ NO _____

Minimum 600 gallon fuel tank:

YES _____ NO _____

Minimum 800A Automatic Transfer Switch:

YES _____ NO _____

Minimum dimensions of concrete slab to mount backup generator within manufacturer specifications:

YES _____ NO _____

Backup Generator Manufacturer Warranty:

YES _____ NO _____

Installation, Permitting, Parts, and Labor Costs:

YES _____ NO _____