

City of Mount Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. Proposals

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder, and must be received by the City Clerk, City Hall, 401 N. Main Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the City.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for those items listed in the Proposal (if applicable), and any other pertinent factors. The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. Indemnification

The Contractor shall save and hold harmless the City and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents.

7. Execution of Bid Proposal

A Bid Proposal which is not signed by the individual making it should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal which is signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

8. Delivery

The successful Bidder shall deliver and install all equipment and materials as specified to the City of Mt. Pleasant, City Hall, 320 W. Broadway Street, Mount Pleasant, Michigan 48858. The proposal amount should include delivery F.O.B. Mt. Pleasant. All equipment, literature, manuals, warranty papers, and any other items listed in the specifications of the equipment or materials, must be delivered prior to payment in accordance with this contract. Delivery and setup shall include the following:

- 2 Hour on-site full load test with load bank
- Standard Emergency Generator and ATS start-up during normal business hours
- One hour of personnel training at the jobsite

9. Bidder Qualifications

- Must be authorized equipment distributor for Michigan.
 - Must be 100% authorized for warranty on all portions of equipment, engine, alternator, controls, SE-ATS.
 - Must have 24/7/365 emergency service support.
 - Must have an in-house rental fleet w/equipment sufficient to back up customer site.
 - No dealers qualified, no "assignment" of above.
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