

**ADVERTISEMENT FOR REQUEST FOR PROPOSALS FOR
PROFESSIONAL SERVICES AND MAINTENANCE FOR GENERATORS
AT CITY OF SEASIDE FACILITIES
Seaside, Oregon**

Written, sealed bids will be received at City Hall, 989 Broadway, Seaside, Oregon 97138, until 10:00 o'clock AM, September 28, 2021, at which time they will be publicly opened and read. **Proposals shall be clearly marked "PROFESSIONAL GENERATOR MAINTENANCE SERVICES: "CITY OF SEASIDE FACILITIES" and also show the date and time of bid opening.**

The proposals for a qualified professional should be broken out by site for the maintenance on the various generators. These proposals will consist of a bid schedule, and a list of procedures for each generator site. These forms will be required as your bid documents. The Bid Schedule Form can be obtained from the City of Seaside Website at www.cityofseaside.us or call (503) 738-5511 for a copy of the proposal. **Only maintenance and filter changes are included in this bid, no repairs or improvements will be performed without City authorization.** The facilities that will be included in this proposal are as follows: Seaside Library, Seaside Wastewater Treatment Plant - various, Seaside Fire Department/City Hall, Seaside Police Department, Seaside Water Treatment Plant – various, Seaside Public Works, Seaside Civic and Convention Center, Pump Stations: #2 Sewer 1st Avenue/Rivertide Suites, #3 Sewer 12th Avenue and Holladay, #4 Sewer Avenue 'G'/Franklin, #5 Sewer 1st Avenue/Convention Center, #6 Sewer 9th Avenue/Franklin, #12 Sewer Section Line, East Hills, Sunset Hills on Broadway, Sunset Blvd. the Cove, and Military Generator Sets – various. **Complete information is available with the bid package on the City of Seaside website or by calling (503) 738-5511.**

Bid proposals shall be for once-a-year maintenance service for generators as described above and for pump station auxiliary engines. All parts, labor, and travel costs shall be included in the bid. This contract shall be for a period of three years with an option to renew for an additional three years. Pricing may be adjusted annually. The City shall be notified two-weeks prior to any scheduled service visit.

All proposals must be received by 10:00 AM, Tuesday, September 28, 2021.

Mail or hand-deliver to: Seaside City Hall
989 Broadway
Seaside, Oregon 97138

No faxed proposals will be accepted. All proposals received after the designated time and date will not be considered. A contract will be awarded or proposals rejected within thirty-days after their opening.

The City Council reserves the right to reject any or all proposals and to waive any or all informalities in the public's best interest to do so.

Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029. The City shall run a record check for any person that works in a public building.

Appointments may be scheduled to view the buildings and their systems. Please call (503) 738.5112, to schedule appointments with Dale McDowell, Public Works Director.

**PUBLISH: Daily Astorian - Saturday, August 28, 2021
Tuesday, September 14, 2021**

**CITY OF SEASIDE
CONTRACT FOR GENERATOR MAINTENANCE SERVICES**

THIS AGREEMENT, made and entered into this ____ day of, _____ 2021, by and between _____, hereinafter called "CONTRACTOR" and the City of Seaside, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

Professional Services and Maintenance for Generators: City of Seaside Facilities

and do all things required of it as per the bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract. Contractor is required to provide Public Works Director with documentation of all work performed upon completion of scheduled work. The contractor is required to pay for an annual business license with the City of Seaside for the work being done.

COMPLETION OF CONTRACT

The CONTRACTOR agrees that the work under this contract shall be performed through and including _____. (The City shall be notified two-weeks prior to any schedule service visits).

This contract shall be for a period of three years with an option to renew for an additional three years. Pricing may be adjusted with at least a thirty-day notice to the City of Seaside. The City reserves the right to review and renew this contract.

CONTRACT PRICE

Payment shall be made for maintenance work at the prices on the Proposal-Bid Form. (Pricing may be adjusted for the additional three-year contract)

COMPLIANCE

The CONTRACTOR and the CITY agree that the specifications, general conditions, and bid are, by this reference, incorporated into this contract and are fully a part of this contract. The CONTRACTOR specifically agrees to comply with all laws, ordinances, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said Contractor in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the City harmless from any damages or claims whatsoever in the performance of this contract.

The CONTRACTOR further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The CONTRACTOR agrees that the work will be done to the satisfaction and approval of the Public Works Director of the City of Seaside.

CONTRACTOR IS INDEPENDENT CONTRACTOR

- A.** CONTRACTOR'S services shall be provided under the general supervision of CITY'S project director or his designee, but CONTRACTOR shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation for the unit prices as bid on the Proposal-Bid form.
- B.** CONTRACTOR acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent Contractor and not an employee of City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that Contractor is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- C.** The undersigned CONTRACTOR hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

SUBCONTRACT - ASSIGNMENTS AND DELEGATION

- A.** CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by CITY of neither any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and CITY.
- B.** This Contract, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives.

CONTRACTOR shall not assign any rights nor delegate any duties incurred by this Contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

EARLY TERMINATION

- A.** This Contract may be terminated without cause by mutual written consent of the parties and for the following reasons authorized by ORS 279.326.
 - 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third-party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
 - 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.
- B.** Payment of Contractor shall be as provided by ORS 279.330 and shall be prorated to include the day of termination and shall be in full satisfaction of all Claims by Contractor against City under this contract.
- C.** Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City, which accrued prior to such termination.

CANCELLATION FOR CAUSE

CITY may cancel all or any part of the Contract if Contractor breaches any of the terms herein or in the event of any of the following: Insolvency of Contractor; voluntary or involuntary petition in bankruptcy by or against Contractor; appointment of a receiver or trustee for Contractor, or an assignment for benefit of creditors of Contractor. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

NONWAIVER

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

INDEMNIFICATION

The CONTRACTOR agrees to indemnify and to hold harmless the CITY, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to City, Contractor or others, resulting from Contractor's negligence.

WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject to employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

LABORERS AND MATERIAL MEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS, AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

INSURANCE

CONTRACTOR shall obtain and maintain comprehensive general liability insurance, including auto, against any and all claims for damages to persons or property, which may arise out of his operations under this agreement. Coverage shall include Contractor, subcontractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury, with at least \$1,000,000.00 single limit liability, naming the City of Seaside as the additional insured. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City.

CITY OF SEASIDE, a municipal of the
State of Oregon
APPROVED:

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date

STATEMENT OF RESIDENCY

ORS 279.025(2) (h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6) (b) states: "'Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a 'resident bidder' pursuant to this subsection."

ORS 279.029(6) (c) states: "'Nonresident bidder' means a bidder who is not a 'resident bidder' as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

_____ RESIDENT BIDDER

_____ NONRESIDENT BIDDER

CONTRACTOR:

Firm Name

Address

City, State, Zip Code

Name and Title

Area Code and Phone Number

Email Address

CITY OF SEASIDE GENERATORS AND LOCATIONS

#	Location	Make	Model	Serial #	KW	Type	Fuel	Gallons	\$ Bid Amt.
1	Seaside Library - 1131 Broadway	Kohler	60REZGB		60	w/ATS	Nat Gas	Nat Gas	
2	Seaside Wastewater Treatment Plant	Generac		3519960100	650	w/ATS	Diesel	2000	
3	Seaside Wastewater Treatment Plant	Onan	100DGDB/8050K	B960599362	100	Unit			
4	Seaside Wastewater Treatment Plant	Zenith	45313885 Zenith			w/ATS			
5	Seaside Fire Station/City Hall	MTU	8V0078-GS60	94070500986	60	w/ATS	Nat Gas	Nat Gas	
6	Seaside Police Department	Cummins	60.0DGHDB		60	w/ATS	Diesel	60	
7	Seaside Water Treatment Plant	Onan	350DFCC	C960600435	350	Unit	Diesel	920	
8	Seaside Water Treatment Plant - Raw	Kato Light	D150FRJ4	LM240815	150	w/ATS	Diesel	735	
9	Seaside Public Works Department	Generac	99A-03064-S	2048312	60	w/ATS	Nat Gas	Nat Gas	
10	Seaside Civic and Convention Center	Cummins			500	w/ATS	Diesel	100	
11	P/S #2 Sewer 1st/Rivertide Suites	Kohler	60REZGB	SGM329RNL	60	w/ATS	Nat Gas	Nat Gas	
12	P/S #3 Sewer - 12 th & Holladay	Kohler	60REZGB	C850752872	60	w/ATS	Nat Gas	Nat Gas	
13	P/S #4 Sewer - Ave G/Franklin	Kohler	60REZGB	NA	60	w/ATS	Nat Gas	Nat Gas	
14	P/S #5 Sewer - 1st/Convention Center	Kohler	60REZGB	A100082883	60	w/ATS	Nat Gas	Nat Gas	
15	P/S #6 Sewer 9 th Avenue/Franklin	Kohler	60REZGB	SGM329RNN	60	w/ATS	Nat Gas	Nat Gas	
16	P/S #12 Sewer Section Line	Kohler	60REZGB	SGM329RR2	61	w/ATS	Nat Gas	Nat Gas	
17	P/S East Hills Pump Station	Marathon	431PSL6206	MT-0093340-0102	200	w/ATS	Diesel	400	
18	P/S Sunset Hills on Broadway	CAT	G25F3	OLY00000PNGF01116	25	w/ATS	Nat Gas	Nat Gas	
19	P/S Sunset Blvd. The Cove	CAT	G25F3	OLY00000KN6F01134	25	w/ATS	Nat Gas	Nat Gas	
20	Military - Generator Set		MEP-007B	RZ00554	100	Trailer	Diesel	90	
21	Military - Generator Set		MEP-007B	RZO-1452	100	Trailer	Diesel	90	
22	Military - Generator Set		MEP-006A	FZ-03928	60	Trailer	Diesel	66	
23	Military - Generator Set		MEP-805A	RZH00220	30	Trailer	Diesel	25	
24	Military - Generator Set		MEP-803A	FZ 37141	10	Trailer	Diesel	9	

As of 8/24/2021



PUBLIC WORKS MEMORANDUM

TO: PLAN HOLDERS
FROM: Dale McDowell, Public Works Director
DATE: August 26, 2021
RE: RFP for Professional Services and Maintenance for City Generators

Addendum #1

This Addendum consists of the following SCOPE OF WORK:

Preventive Maintenance services shall include, but not be limited to, the following:

1.01.01 Level One Minor Service

- A. Start and run the unit a sufficient time to achieve normal operating temperature and verify that the engine thermostat is operating correctly.
- B. Visually inspect all belts and hoses to verify they are fully serviceable. Adjust belt tension as necessary.
- C. Verify that all fluids (oil, coolant, etc.) are at correct levels and in serviceable condition. As necessary, top-off levels with up to one (1) gallon of the required fluid. Verify that concentrations of OEM required additives are correct. Adjust (increase or dilute) as necessary.
- D. Inspect and verify the serviceability of the radiator cap.
- E. Verify that all hose clamps are properly tight and serviceable. Tighten as necessary.
- F. Pressure test the coolant system and verify that it will hold and maintain OEM specified pressure without leaks.
- G. Verify that the fuel tank is a minimum of 50% full. (Certain models)
- H. Verify that all fuel tank accessory devices (vents, filler device, rupture basin alarm device, fuel level indicator, etc.) are present and fully operational.

- I. Verify that all flexible fuel lines are serviceable and not leaking. Tighten connections as necessary.
- J. Inspect and verify that any “hard pipe” feeder fuel lines are not leaking.
- K. Verify that all engine component items (starter, breather, air cleaner, and etc.) are properly mounted and fully operational.
- L. Inspect and verify the serviceability of the air cleaner filter element(s).
- M. Verify that the rain cap and/or exhaust miter fitting(s) are present and serviceable and operating correctly.
- N. Verify that all exhaust components are properly assembled and tight. Tighten as necessary.
- O. Disconnect, clean, and coat all starting battery connections, then reconnect.
- P. Inspect engine wiring harness and verify its serviceability.
- Q. With inspection covers removed, inspect all wiring (AC and DC) and verify wire and termination integrity.
- R. Clean out/remove all rodent and bird nesting material found on or in the unit.
- S. Inspect for evidence of fluid leakage. Tighten clamps/bolts as necessary.
- T. Brush and/or wipe down unit enclosure interior, skid tank top, and genset exterior to remove rodent droppings, leaves, oil residue stains, etc.
- U. Lubricate all door locking/latching mechanisms with an appropriate spray lubricant.
- V. Visually verify the structural integrity of enclosure and fuel tank.
- W. Verify correct electrolyte level(s) in the starting batteries. Top off with distilled water as necessary.
- X. With a conductance meter, verify that the starting batteries are within serviceable specification range.
- Y. Verify the correct operation of the system battery charger-maintainer (float charger) and adjust as necessary. (If so equipped)
- Z. Verify that all inspection plate covers are in place and correctly fastened.
- AA. Verify that the genset, housing, and skid-tank are correctly assembled and that all necessary assembly hardware is in place and properly tightened.
- BB. Verify the correct governing of engine speed, AC voltage output, and AC frequency output of the unit using a calibrated meter. Compare the control mounted meter readings with calibrated reading and adjust as necessary.
- CC. Verify the correct output of the engine-mounted battery charging alternator.
- DD. Verify the correct operation of the transfer indicator lights/meters.

EE. Simulate all engine safety warning and shut-down conditions and verify the correct system indication and response to the simulated malfunctions. Perform the same testing for the alternator protective function.

FF. Verify the correct operation of the system exerciser and test functions under no load/transfer conditions.

GG. With customer advance notification and authorization verify the correct system operation with the site online under simulated power fail or system test conditions. Record load voltage and current readings.

HH. Return the entire system to full automatic operation.

II. Dispose of all waste materials.

JJ. Report all deficiencies noted and not corrected under the provisions of the Preventive Maintenance guide lines to the City department.

1.01.02 Level Two Major Service

A. Perform all of the level one minor service requirements.

B. Change the engine oil using OEM specified or equal engine oil.

C. Change all oil, fuel, and (if applicable) coolant filters with OEM specified or equal filters.

D. Mark all new filters with the date they were changed and the engine elapsed hours reading. Use permanent marking means (ex. Magic Marker) on the replaceable filter canister(s).

E. Obtain a fuel sample from the tank bottom, middle area of the fuel, and the top 1/3rd of the stored fuel. Visually verify that the fuel is acceptable for use in accordance with ASTM D 4176-04 Procedure 1. Report any unacceptable condition to the Wastewater Conveyance Maintenance superintendent.

F. Treat the fuel and fuel tank with an acceptable biocide agent to destroy (kill) any biological contaminants which may be present in the fuel system.

G. All batteries (9-volt, type 123, and etc.) in the transfer switchgear designed to maintain power to the exerciser/real-time "clocks" therein during power outages. (If so equipped)