

County of Aroostook  
**COMMISSIONERS' OFFICE**

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COUNTY ADMINISTRATOR

RYAN. D. PELLETIER



COUNTY COMMISSIONERS

PAUL J.  
ADAMS  
HOULTON

NORMAN L.  
FOURNIER  
WALLAGRASS

PAUL J.  
UNDERWOOD  
PRESQUE ISLE

**REQUEST FOR PROPOSAL  
GENERATOR PROJECT  
COUNTY EMA BUILDING  
COUNTY OF AROOSTOOK**

The County of Aroostook is soliciting proposals (BIDS) for the purchase and installation of one (1) new 22kw emergency backup generator at the Emergency Management building, located at 158 Sweden Street, Caribou, Maine.

Specifications and information can be obtained from: Darren R. Woods, EMA Director email: [darren@aroostookema.com](mailto:darren@aroostookema.com) phone: (207)-493-4328, or by visiting the bid proposal section of the Aroostook County Website at <http://www.aroostook.me.us>

Bids must be sealed and marked “**EMA - Generator Project – Do Not Open**” and received at the office of the County Commissioners’ no later than 3:00 p.m., Tuesday, March 9, 2021. A public bid opening shall take place at the EMA Building, 158 Sweden Street, Caribou, Maine at 3:00 pm, Tuesday, March 9, 2021. Bid award shall take place on Wednesday, March 17, 2021, at 1:00 p.m. during the monthly County Commissioner’s Meeting.

Submit bids to:

Ryan D. Pelletier  
County Administrator  
144 Sweden Street, Suite 1  
Caribou, Maine 04736

The County Commissioners reserve the right to accept or reject any or all bids.

COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE  
04736

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Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [ryan@aroostook.me.us](mailto:ryan@aroostook.me.us)

**MANDATORY ON-SITE PRE-BID MEETING**  
**North Lakes Fire**  
**Generator Project**  
**COUNTY OF AROOSTOOK**

There will be a mandatory on-site pre-bid meeting for the Generator Project at 158 Sweden Street, Caribou, Maine on Tuesday, March 2, 2021 at 9:00am. The meeting will consist of a project document review, question and answer session and a view of the project work site/area of proposed work.

**Contractors wishing to bid on this project must attend the pre-bid meeting.**

**Section 2**

COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE  
04736

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Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [ryan@aroostook.me.us](mailto:ryan@aroostook.me.us)

**BID PROPOSAL FORM**  
**County of Aroostook**

Back Up Generator, Emergency Management Building, Caribou, MAINE:

**Lump Sum Bid Amount: \$** \_\_\_\_\_

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications as well as the premises and conditions affecting the work, we the undersigned, propose to furnish all labor, equipment and materials necessary, and reasonable incidentals to implement the indicated project above.

The undersigned agrees, if the proposal is accepted, to submit a valid certificate of insurance, needed permits and licenses, along with any and all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance, and sign a contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE  
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Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [ryan@aroostook.me.us](mailto:ryan@aroostook.me.us)

## **PRICE QUOTE REQUEST**

### **COUNTY OF AROOSTOOK Backup Generator Emergency Management Building Caribou, Maine 2021**

#### **General Scope**

Provide and furnish all materials labor and equipment for a backup generator at the Emergency Management building located at 158 Sweden Street, Caribou.

- a. Provide any and all subcontract work, as needed. (e.g.: electricians, pipe fitting, plumbers, propane installer, etc.)
- b. All materials shall be submitted to the Owner in advance for approval.

#### **Description of Work**

1. Install a Generac 22KW air-cooled Generator (or equal) including all associated parts and materials:
  - a) Generator pad;
  - b) Automatic Transfer switch and accessories for cold weather startup
  - c) Electrical wiring;
  - d) Include Battery
  - e) Propane pad
  - f) Propane hookup
    - i. This facility already has propane run to the location
  - g) Protection bollards
2. Any and all debris disposal and disposal costs for the backup generator work shall be the Installer's responsibility.
3. The finished product shall be a fully operational backup generator system to meet the Owner's needs. A test and verify of a fully operational system at completion of Installation shall be the Installer's responsibility. A written document from the installer confirming the test and verify shall be provided to the owner.
4. The Installer shall program the generator so that the equipment does a weekly operation test. Date and time data for programming shall be provided by the Owner.
5. The Installer shall provide operational education/training of the generator system to the Owner.

6. The request for proposal shall include a recommendation for the most effective location of all project equipment.
  - a) Equipment location recommendation to be conveyed to Owner.
7. Generator and associated equipment to be installed in a permanent manner to prevent equipment theft.

### **References**

1. All materials and workmanship shall conform to all local, state, and federal codes.

### **Materials**

1. All materials shall be new, unless otherwise stated in the specifications.
2. The Installer shall provide all materials and labor to complete this project, unless otherwise stated in the specifications.
3. Materials shall be selected and approved for use by the Owner.

### **Installation**

1. Preparation and installation work shall be completed by experienced professionals in the according trades.
2. Install products in accordance with manufacturer's recommendations.
3. All work shall be plumb, square and level.
4. All materials with movable parts, shall work smoothly and freely.

### **Work Area**

1. Work areas shall to be kept clean and free of hazardous materials.
2. An effort shall be made to minimize inconvenience to employees/tenants and to protect the safety of such employees/tenants.
3. Take particular care not to damage, in any way, the building and properties, inside or outside the demolition and construction areas.
4. Repair of any said damage shall be repaired at the Installer's expense.

### **Completion**

1. This Backup Generator Project shall be completed, with all Contractors' materials/equipment removed from the property sixty (60) days after the contract signing date.

**COUNTY OF AROOSTOOK  
Backup Generator  
Emergency Management Building  
Caribou, Maine**

2021

## CONTRACT CONDITIONS

In consideration of the conditions and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

### ITEM A - STATEMENT OF WORK

The Contractor shall furnish all labor, materials and equipment and shall perform all work required for installing a backup generator for the Aroostook County Emergency Management at 158 Sweden Street, Caribou, Maine. This work shall be done for Aroostook County Government, County Commissioners Office, 144 Sweden Street, Suite 1, Caribou, Maine, 04736; referred to as Owner of such facility. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

(Attachment A) Specifications

As set forth in the above Specifications:

The foregoing attachments together with this document, constitutes the entire Contract between the Contractor and together with this document constitute the entire Contract and Owner covering the Work. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

### ITEM B - COMPENSTION

Owner shall pay to the Contractor for performance of this Contract the sum of \$ \_\_\_\_\_ which sum shall not include any and all sales and use taxes.

Any payment due hereunder may be withheld by Owner upon evidence of default by the Contractor in the performance of its obligations hereunder, but the making of any such payment shall not be construed as a waiver of any such default.

Upon completion of the work hereunder, the acceptance in writing thereof by Owner, payment due the Contractor under the Contract will be paid by Owner to the Contractor within thirty (30) days, provided, that the Contractor shall have furnished Owner with such evidence of the payment of all subcontractors and materials as owner may reasonably require.

### ITEM C - INSPECTIONS

All material, equipment and workmanship except as may be otherwise provided herein shall be subject to inspection, by Owner at any and all times during construction and/or manufacture and at any and all places where such construction and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.

### ITEM D - WARRANTY AND WORKMANSHIP

The Contractor warrants the work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the completed work including any manufacturer's warranty.

The Contractor agrees to perform the work in accordance with Owner's directions, and specifications pertaining to the work in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new. Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors, to make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects of the repairing of the same at its own expense and without cost to Owner.

#### **ITEM E - CHANGES**

The Owner may at any time by a written order make changes in specifications, omit certain work and/or require additional work to be performed by the Contractor. If such changes or the addition of any project cause a material increase or decrease in the amount or character of the work performance, an equitable adjustment of compensation shall be made.

The terms and conditions of this Contract may be changed from time to time only by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different work be executed by the Contractor without previous amendment to this Contract or written order, no charge therefore will be allowed.

#### **ITEM F - EXCUSABLE DELAYS AND RELEVANT WORK CONDITIONS**

Either the Owner or the Contractor shall be excused for any failure or delay in the performance of its obligations hereunder due to acts of God or of the public enemy. Not proven to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of the several portions or the whole of the work be delayed as a result of one or more of the excusable delays set forth herein for which the Contractor is not responsible. The Owner does not elect to terminate the Contract as otherwise provided for herein, or should the Contractor be delayed in the prosecution of the work through the fault of any other Contractor employed by Owner.

The Contractor represents hereby that it has had an opportunity to examine, has examined and has received a copy of the Attachment(s) referred to herein and fully acquainted itself with obstructions, and all other conditions relevant to the work, the site of the work, and its surroundings and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in said Attachment(s), that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; and that anything in the said Attachment(s) or in any representations, statements or information made or furnished by Owner, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, satisfactorily complete the work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the work, the site of the work or its surroundings, and all risks in connection therewith.

#### **ITEM G - PERMITS**

The Contractor shall procure all necessary permits and licenses required for the work by federal, state or local authorities, pay all fees in connection therewith and abide by all regulations, ordinances, codes and other rules of such authorities and give all stipulations and representations required thereby. The Contractor further agrees to save Owner and Owners' directors, officers and employees harmless from liability or penalty, which might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules.

#### **ITEM H - CONTRACTOR'S STATUS AND RELATED MATTERS**



The relationship of the Contractor to Owner shall be that of independent contractor and nothing herein contained shall be construed as creating any other relationship, it being expressly agreed between the parties that any changes made shall not be construed as creating a joint venture between Owner and Contractor.

The Contractor shall accept, in connection with the work called for hereby exclusive liability for the payment of any taxes or contributions for Social Security, unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Contractor to any and all persons employed by it in connection with the performance of the Work and comply with all valid federal and state administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions.

Contractor represents that the Contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold Owner and owner's directors, officers and employees harmless from and against any and all liability for the delay or failure of the Contractor and its subcontractors to pay any such taxes or contributions.

#### **ITEM I - TITLE**

Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors, who agree to make no claim against Owner for loss thereof or damage thereto.

#### **ITEM J - CONTRACTOR'S RESPONSIBILITY AND INSURANCE**

The Contractor agrees to secure and protect itself, and shall secure and indemnify Owner and Owner's directors, officers and employees from any liability, claim of liability, expense, causes of action, loss or damage whatsoever for any injury, including death, to any person or property in the performance of this Contract, unless such injury is caused by the sole negligence of Owner, it being the intent of this agreement to protect and indemnify Owner from any and all loss arising out of or in connection with the work performed under this Contract, unless such loss is caused by the sole negligence of Owner. The Contractor agrees to carry as are satisfactory to Owner covering the work hereof:

Workers' compensation and employer's liability insurance in an amount sufficient by virtue of the laws of the state in which the work is performed.

The Contractor and any subcontractors shall be covered with general liability insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any subcontractor hereunder agrees in the performance of the work to comply with all applicable fire safety requirements of the National Fire Protection Association, that it will adhere to all federal, state and local laws pertaining to fire protection, and that it will abide and be governed by the rules and regulations pertaining to fire protection prescribed by Owner.

#### **ITEM K - FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

In the execution of this Contract, the Contractor agrees to comply with and give all stipulations and representations required by applicable federal, state and local laws, and further agrees to include a similar statement to the foregoing effect as a part of all subcontracts entered into by the Contractor in connection with this Contract. This Contract and the performance hereof, are expressly subject to all rules, regulations and requirements of the United States Government and of Owner.

#### **ITEM L - OWNER'S REPRESENTATIVE**

Owner shall designate in writing a representative or representatives who shall be available at all times, at the site of the work during progress thereof and who shall have authority to act for the Owner in all matters

concerning the work. Owner's on site representative shall be John Gibson, Deputy Fire Chief (207) 493-4328, cell phone (207) 551-2501 and the project representative shall be Darren Woods, Fire Chief (207) 493-4328, cell phone (207) 551-2502

**ITEM M - CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate in writing a representative or representatives who shall be available at all times at the site of the work during the progress thereof and who shall have authority to act for the Contractor in all matters concerning the work, excepting, however, such representative or representatives shall not be empowered to amend this Contract.

**ITEM N - LIQUIDATION DAMAGES**

If the Contractor is in violation of any of the terms of this contract, or if the Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor in writing, setting forth the basis for the Owner's complaint. Upon receipt of such notice, the Contractor shall have seven (7) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the seven (7) day period, the Owner's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Owner will, notify the Contractor in writing to discontinue all work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

**ITEM O - CONTRACT TERMINATION**

Should the Contractor fail to complete the work within the time frame specified in the contract, any time extension change orders, or the work be deemed unsatisfactory by the Owner, the Owner may after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

**ITEM P - CONSTRUCTION OF THIS CONTRACT**

This contract shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Maine, United States of America. Captions used in this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

COUNTY OF AROOSTOOK  
Emergency Management  
Backup Generator  
Caribou, Maine  
2021

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

WITNESSES:

OWNER:

\_\_\_\_\_

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESSES:

CONTRACTOR:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agreement Date \_\_\_\_\_

This "Contract Conditions", as part of the Attachment A (specifications), forms the mutual covenants and agreements between

the Owner, \_\_\_\_\_

\_\_\_\_\_

and the Contractor; \_\_\_\_\_

\_\_\_\_\_

do hereby mutually agree to perform as required by the Specifications and the Contract.