

**DOCUMENT 00301
BID FORM**

Date: 1/24/2024

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated December, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #3 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>89,903.55</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 1:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #4 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>89,903.55</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 2:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #6 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>75,373.34</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 3:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #7 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>71,458.16</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

TOTAL BID PRICE \$ 346,638.60

DELIVERY:

Delivery Site: Tupelo Fire Stations #3, #4, #6, and #7

Delivery Date: 40-44 weeks from Notice to Proceed date

An alternate Delivery Date of 45+ weeks from Notice to Proceed date is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ 0.00 is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
NONE	
_____	_____
_____	_____

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Nixon Power Services

BY: Sterling Robinson TITLE: Industrial Sales

MAILING ADDRESS: 326 Leggett Drive DATE: 1/24/2024
Richland, MS 39218 TELEPHONE: (833) 777-6937

STREET ADDRESS: Same FAX: _____
EMAIL: sterling@nixonpower.com

PRINCIPAL CONTACT: Sterling Robinson

TELEPHONE: (601) 720-3481

EMAIL: sterling@nixonpower.com

ALTERNATE CONTACT: Zachary Johnson

TELEPHONE: (615) 234-1392 x3118

EMAIL: zjohnson@nixonpower.com

END OF DOCUMENT

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this proposal page even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

NO EXCEPTIONS

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHRIS GULLEDGE, JORDAN PREWETT, PAULA MATKINS, OF PONTOTOC, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

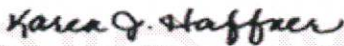
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JULY, 2023.

OLD REPUBLIC SURETY COMPANY



Assistant Secretary



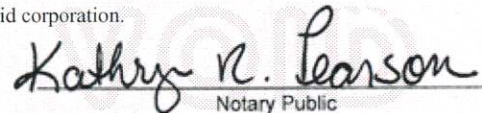


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JULY, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0247

Signed and sealed at the City of Brookfield, WI this _____ day of _____.





Assistant Secretary

FIRST CHOICE INSURANCE INC.

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2401241
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY
4855 CLIFF COOKIN BLVD
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY
P O BOX 1635
MILWAUKEE, WI 53201

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for INSTALLATION OF 4 FIRE STATION GENERATORS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25TH day of JANUARY, 2024

Curt McMillon
Witness

TIMMONS ELECTRIC COMPANY
Principal
Mike Timmons
Title



Witness

OLD REPUBLIC SURETY COMPANY
Surety
Jim [Signature]
Attorney-In-Fact



SECTION 00820
EQUAL OPPORTUNITY PROVISIONS

The Bidder represents that:

It has [], does not have 100 or more employees, and if it has, that

It has [], has not [], furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION