

**DOCUMENT 00301  
PROPOSAL**

Date: September 19, 2023

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 August, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>292,485.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>312,485.00</u>

**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: 62 Weeks from Award Date

*\* request for expedited shipping was denied*

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A 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>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>

**DOCUMENT 00420  
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization Liberty Electric of Nettleton, MS  
 Name of Individual Mitch Sullivan  
 Title Owner  
 Address P.O. Box 293  
Nettleton, MS 38858  
 Telephone 662-315-9057  
 Email Address mitch@libertyelectricms.com

**BUSINESS ORGANIZATION INFORMATION:**

Check one:  Corporation  Partnership  Joint Venture  Sole Proprietorship

**If Corporation:**

- a. Date and State of Incorporation  
2007 MS
- b. List of Executive Officers
- | Name                  | Title        |
|-----------------------|--------------|
| <u>Mitch Sullivan</u> | <u>Owner</u> |
|                       |              |
|                       |              |

**If Partnership:**

- a. Date and State of Organization  
\_\_\_\_\_
- b. Name of Current General Partners  
\_\_\_\_\_  
\_\_\_\_\_
- c. Type of Partnership:  
 General      Publicly Traded      Limited      Other (describe):

**If Joint Venture:**

- a. Date and State of Organization  
\_\_\_\_\_
- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk\*)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietorship:**

- a. Date and State of Organization  
\_\_\_\_\_
- b. Name and Address of Owner or Owners  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL BUSINESS INFORMATION:**

- 1. Name of Surety Company and name, address, and phone number of agent.  
Federated / Granite Re, Inc  
\_\_\_\_\_  
\_\_\_\_\_

- 2. What is your approximate total bonding capacity?  

<u>\$500,000 to \$2,000,000</u>	\$2,000,000 to \$5,000,000
\$5,000,000 to \$10,000,000	\$10,000,000 or more

- 3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? Yes  No   
If yes, show names and addresses of affiliated companies  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.  
ISN Certified  
CMS Safety Management Program

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Cadence Bank  
 Address 219 W Main St  
Nettleton, MS 38858  
 Account Manager Jennifer  
 Telephone 662-963-2347

**GENERAL PROJECT INFORMATION:**

- 6. Value of Electric Work completed during the last calendar year \$ 4,000,000
- 7. Value of all Work completed for the last calendar year \$ \_\_\_\_\_
- 8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
- 9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
- 10. Has your organization ever failed to complete any construction contract awarded to it?  
 Yes  No   
 If yes, describe circumstances on attachment.
- 11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?  
 Yes  No
- 12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?  
 Yes  No   
 If yes, describe circumstances on attachment.
- 13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

MS 20736-MC TN 79112 FL EC 13012775

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Mitchell Sall  
 Title: Owner  
 Dated: 9/19/23

END of DOCUMENT



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: Liberty Electric of Nettleton, MS LLC

BY: Mitch Sullivan

TITLE: Owner

MAILING ADDRESS: P.O. Box 293  
Nettleton, MS 38858

DATE: 9/19/23

TELEPHONE: 662-397-3365

STREET ADDRESS: 119 Metts Rd  
Nettleton, MS 38858

FAX: \_\_\_\_\_

EMAIL: stephanie@libertyelectricms.com

PRINCIPAL CONTACT: Mitch Sullivan

TELEPHONE: 662-315-9657

EMAIL: mitch@libertyelectricms.com

ALTERNATE CONTACT: Stephanie Hester

TELEPHONE: 662-397-3365

EMAIL: stephanie@libertyelectricms.com

END OF DOCUMENT





**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Liberty Electric of Nettleton MS, LLC,  
119 Metts Road, Nettleton, MS 38858,  
as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,  
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held  
and firmly bound unto City of Tupelo,  
71 East Troy Street, Tupelo, MS 38804,  
as Obligee, hereinafter called the Obligee, in the sum of \*\*\*\* Five Percent of Bid Amount (5%) \*\*\*\*  
for 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  
Project: Natural Gas Generator Package System for City Hall, Bid 2023-041PW

Bid Date: 09/20/2023

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 09/20/2023.

Witness Jennifer Green

Liberty Electric of Nettleton MS, LLC  
  
Title (SEAL)

Granite Re, Inc.  
Hugh Weeks  
Hugh Weeks, Attorney-in-Fact (SEAL)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55080	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED 163-899-8 BEASLEY INSULATION INC 1010 TWENTY MILE BOTTOM RD MARIETTA, MS 38856-5940	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 65

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	6068786	07/20/2023	07/20/2024	EACH OCCURRENCE	\$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$100,000
	OTHER:						MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS & COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6068786	07/20/2023	07/20/2024	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	6068787	07/20/2023	07/20/2024	EACH OCCURRENCE	\$2,000,000
	DED RETENTION						AGGREGATE	\$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6068789	07/20/2023	07/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE EA EMPLOYEE	\$1,000,000
							E.L DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 163-899-8 LIBERTY ELECTRIC PO BOX 293 NETTLETON, MS 38858-0293	65 0	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas R. Lower</i>
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**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>Tupelo City Hall Natural Gas Generator Package System</p> <p>This is a lock and key quote. It includes all labor, materials &amp; equipment. This does NOT include the natural gas service (ATMOS) to the generator site. This quote does NOT include MS Sales Tax.</p> <p>SCOPE OF WORK: ---Install GENERATOR PACKAGE: 350KW NATURAL GAS EPA CERTIFIED FOR STATIONARY EMERGENCY STANDBY 60HZ, 480 VOLT (WYE), 1800 RPM G21.9L, dG350-2, 350 KW W. FAN- NATURAL GAS UL2200 LISTING IBC SEISMIC FACTORY CERTIFICATION STANDARD ELECTRONIC GOVERNOR PUBLIC OR CIVIL SERVICES ALTERNATOR ANTI-CONDENSATION HEATER 105C TEMP RISE OVER 40C AMBIENT GAS REGULATOR- SHIP LOOSE UL2200 SOUND ATTENUATED LEVEL 1 OUTDOOR ENCLOSURE W/ INTERNAL SILENCER EMCP 4.2B DIGITAL CONTROL PANEL</p>	292,485.00

**Total**





**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>OVERSIZED WET BATTERY 20A BATTERY CHARGER - INSTALLED OIL TEMP GAUGE AND SENDER VOLT FREE CONTACT BAFFLE KIT Shipped Loose ENCLOSURE SPARE GFCI OUTLET UL, 100% RATED 1ST CIRCUIT BREAKER: 600A LSI UL, 100% RATED 2ND CIRCUIT BREAKER: 450A LSI STD AIR CLEANER AIR FILTER RESTRICT INDICATOR LOCAL ANNUNCIATOR- NFPA99-110/CSA282 NFPA 99/110 REMOTE ANNUNCIATOR W/ MOUNTING BOX FACTORY TEST 0.8PF</p> <p>Liberty Electric will start up &amp; commission - Kohler Tech will be on-site. 5 yr. Warranty 1 yr. Service Plan</p> <p>AUTOMATIC TRANSFER SWITCH: 800 Amp, 3 Pole, Service Entrance Rated, Nema 3r w/ Heater &amp; Thermostat</p> <p>NATURAL GAS INSTALLATION: --The City of Tupelo will provide the natural gas service to the Generator</p>	

**Total**



**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>&amp; Liberty Electric will make up the final terminations.</p> <p>EXECUTION PROCESS:</p> <ul style="list-style-type: none"> <li>- 1) Preliminary excavations will be made to install footers for generator &amp; electrical inground vault. These excavations will be hydro-vac &amp; not mechanically dug. This process will minimize collateral damage to underground services.</li> <li>- 2) Conduit will be installed between transfer switch &amp; generator.</li> <li>- 3) Generator pad will be formed &amp; poured.</li> <li>- 4) Downtime will be scheduled in order to install transfer switch. This work will require 12 hours window to be done. We will be prepared to install on the weekend to minimize disruption in daily operations.</li> <li>- 5) Once generator is delivered onsite, Liberty Electric will unload &amp; set generator unit onto the concrete base.</li> <li>- 6) When generator is set in place, the final electrical &amp; gas terminations will be made.</li> <li>- 7) Start up &amp; commission (This will require a power disruption for only a few minutes).</li> </ul> <p>Generator &amp; Transfer Switch.....\$228,865.00*</p> <p>*50% Deposit of Generator (\$114,332.50) will be required before generator is ordered.</p>	

**Total**



**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
Labor.....	\$26,300.00
Materials.....	\$28,720.00
Equipment Rental.....	\$6500.00
1yr Service Plan.....	\$2100.00
<p>**Delivery Note: There is a 62 Week lead time for the Generator &amp; a 38 Week lead time on the transfer switch.</p> <p>ESTIMATE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.</p> <p>Thank you for the opportunity.</p>	
	0.00

<b>Total</b>	<b>\$292,485.00</b>
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