

**Johnson County Fiscal Court**  
Attn: Judge Executive Mark McKenzie  
P.O. Box 868, 230 Court Street, Suite 201  
Paintsville, KY 41240  
(606) 789-2550 | [mmckenzie@johnsoncountyky.com](mailto:mmckenzie@johnsoncountyky.com)

## INVITATION FOR BID

### Johnson County Animal Shelter Generator

Johnson County Fiscal Court (hereinafter, "County") is seeking sealed bids for the supply, delivery, and installation of a 50 kW, single-phase, 120/240 Volt, diesel powered, standby generator, and a 200 Amp Service Entrance Rated, 3-phase Automatic Transfer Switch with a NEMA3R enclosure, as well as annual generator maintenance services to be quoted as a separate line item.

This project will be partially funded through FEMA's 404 Hazard Mitigation Grant Program with the purpose of ensuring uninterrupted power supply during emergency situations, safeguarding the continuous operation of critical systems within the facility.

## BID SUBMISSION

- Bid and all requested information and documentation shall be submitted **no later than Monday, March 10, 2025 at 3:00 PM EST** through the online DFS Procurement Portal (hereinafter, "Portal" or "DFS Portal") at [dfs.bonfirehub.com](https://dfs.bonfirehub.com).
- Bids received after the due date and time will be considered non-responsive and will not be considered.
- Questions regarding the scope or IFB should be submitted in the DFS Procurement Portal prior to March 6, 2025 at 5:00 PM. For questions regarding vendor registration or navigation in the portal, please email: [procurement@erassist.com](mailto:procurement@erassist.com).
- Bids will be opened publicly at the Fiscal Court meeting on March 10, 2025 at 4:45 p.m. at the Johnson County Fiscal Court office located at 230 Court Street, Suite 201, Paintsville, KY 41240.
- Submission of any bid signifies the Contractor's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the Johnson County Fiscal Court and the successful bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.
- Costs of preparation of a response to this invitation for bid are solely those of the bidders. The County assumes no responsibility for any such costs incurred by the bidder. The bidder also

agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

- The following required forms are provided as attachments to this IFB. Bidders must review each form and enter their response as directed in the Required Information section of the Portal. The required confirmation or declaration statements are provided in a gray box at the bottom of each attached form. All responses must be true and accurate and shall be considered the equivalent of a legally-binding electronic signature.
  1. Attachment 1: NON-COLLUSION DECLARATION
  2. Attachment 2: CERTIFICATION REGARDING LOBBYING
  3. Attachment 3: FORM 200.321 AFFIRMATIVE STEPS
  4. Attachment 4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
  5. Attachment 5: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- The successful bidder must provide insurance policies in the DFS Procurement Portal showing proof of general and professional liability coverage upon award.
- Johnson County Fiscal Court reserves the right to accept or reject any or all bids. The right is also reserved to waive any minor irregularities in this bid, and to award the bid to the bidder whose offer is most advantageous to the County and in the best interests of the County.
- Johnson County Fiscal Court is an Equal Opportunity Employer. All companies, including women, minority, and veteran owned businesses are encouraged to submit a bid.

## GENERAL TERMS & INFORMATION

- The Johnson County Animal Shelter is located at 100 Shelter Way, Staffordsville, KY 41256 . The GPS coordinates for the generator site are (37.795638, -82.907096)
- The Contractor's products shall be guaranteed to be free from defects in material and/or workmanship and to perform as advertised when properly used and maintained in accordance with written instructions. Goods and Services furnished, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving notification from the County of defects or nonconformance. A one-year (365 days) unconditional warranty shall be in effect on materials and workmanship.
- The unit proposed must meet current Environmental Protection Agency ("EPA") requirements for Federal Emission Regulation and comply with all applicable codes (local, state, federal), industry standards, laws, and regulations, including all applicable National Electrical Codes ("NEC") and National Fire Protection Association ("NFPA") codes.

- Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.
- Contractors will be responsible for determining all requirements and permits needed to complete the installation of the generator, transfer switch, any associated components needed to ensure the proper, efficient, and safe operation of the system. The awarded contractor will also be responsible for obtaining any and all engineering approvals mandated and required by federal, state, or local codes or regulations. All permits, inspections, engineering approvals and associated requirements are the responsibility of the selected Contractor. Copies of required permits and approvals must be provided to the County upon receipt.
- All equipment and components must be installed according to the manufacturer's instructions and in accordance with all local, state and federal codes and regulations.
- Installation of the unit shall be performed by licensed electricians and other certified installers. License and/or certification shall be provided to the County upon award.
- This project will be partially funded by FEMA's 404 Hazard Mitigation Grant Program. All work must comply with all applicable requirements and guidelines found in [FEMA Hazard Mitigation Assistance Program and Policy Guide FP-206-21-0001](#) and the [Hazard Mitigation Assistance Guidance Addendum, February 27, 2015.](#)
- Any contract resulting from this IFB will contain the required "FEMA clauses." These may be found on FEMA's website at the following link: [contract provisions template | fema.](#)
- Awarded contractor shall be required to document all work performed throughout this project to ensure compliance with grant requirements. Documentation shall accompany invoice submittal(s) and include descriptions of all work performed and the date it occurred as well as photos of the project site before, during, and after installation.
- Invoice(s) shall be itemized in order to comply with FEMA and KYEM grant reporting and reimbursement guidelines. Johnson County reserves the right to request additional information or documentation from the contractor in order to comply with grant guidelines or formal requests from FEMA or KYEM.
- Any temporary power disruptions or service disconnections necessary during the installation of the new system must be approved by and coordinated with the County. It shall be the responsibility of the contractor to ensure power is maintained at the facility throughout the performance of all work, unless it is deemed unnecessary by the County.
- Removal and proper disposal of all construction debris and materials resulting from the project are the responsibility of the contractor. All costs of disposal are the responsibility of the contractor. Costs in this bid are all-inclusive, including disposal transportation and tipping fees.

- If the scope of work of this project changes for any reason, work may be required to stop until additional approvals are obtained from FEMA. If circumstances requiring a scope change arise during the performance of the work, the County must be notified immediately and all work must stop until a notice to proceed is provided by the County.
- The scope of work involves ground disturbance (pad, trenching). Documentation for any and all ground disturbances must be submitted with invoice, to include methods, dimensions, and photographs (before, during, and after).
- If fill or rock is needed to fulfill the scope of work, the contractor must first identify the source and location of the material and provide this information to the County for approval. Documentation of the source location (physical address and GPS) and the quantity of fill or rock installed must be provided (documentation example types: quarry tickets, invoice, calculation sheet, or third party document).

## SCOPE OF WORK

The work required for this project includes providing all components, materials, equipment, and labor needed to install a new automatic backup emergency generator system to fully power the Johnson County Animal Shelter facility, located at 100 Shelter Way, Staffordsville, KY 41256, during power outages as part of a project partially funded by FEMA's Hazard Mitigation Grant Program. This includes any design, electrical, plumbing, and mechanical work needed to properly carry out the scope of work according to federal, state, and local codes and regulations. A fully functional "turn-key" system upon completion of work shall be provided.

The Bidder agrees to perform the following services:

- Supply one (1) new 50kW, 120/240V, single-phase generator and one (1) 200 amp, SER Automatic Transfer Switch that meet or exceed the specifications set forth in Appendix A of this IFB.
- Provide all components, materials, equipment, and labor for the installation of the generator and the automatic transfer switch.
  - If any existing items directly involved in this project are found to be in need of replacement, the County must be notified and approve the replacement of any existing components.
- Provide a new concrete generator pad. The concrete pad can be prefabricated or poured.
  - A poured pad shall be designed according to the specifications set forth in Appendix A of this IFB.
  - If a prefabricated pad is used, it must be designed for the generator model proposed.
- Make all necessary connections for a fully functioning system.
- Contractor shall provide initial start-up and field acceptance testing to meet NFPA 110 requirements with a county representative present.
  - The contractor will provide the report to the County after the conclusion of acceptance testing and start-up.
  - Any special equipment or coordination with outside entities required for testing and start-up is the responsibility of the contractor.
- The contractor will instruct select county personnel on all operations and safety features. At least two (2) on-site hours of training will be provided to the County employees by the contractor.
- Contractor will provide Johnson County with two (2) copies of all manuals and instructions.
- In addition to aforementioned underlined items, final deliverables also include:
  - Design plans/drawing/sketch of the system and all connections,
  - Manufacturer warranty documentation,
  - Complete & sign the Generator Sizing Confirmation Report. A sample for is provided as Appendix D for reference. Actual report will be provided in contract and must be signed by a licensed electrician.

## APPENDIX A: SPECIFICATIONS

**Proposed units should meet or exceed the requested specifications. Exceptions must be explained and justified as acceptable and appropriate for the purpose of this project.**

### Existing Site Specifications:

• 200 amp Control Panel • 240V, Single-phase, 3W Service

### Generator

- |   |   |
|---|---|
| <input type="checkbox"/> 50 kW, 60Hz  | <input type="checkbox"/> 5-year warranty              |
| <input type="checkbox"/> 120/240 Volts  | <input type="checkbox"/> Low coolant shutdown         |
| <input type="checkbox"/> Single phase   | <input type="checkbox"/> Emergency Stop Switch        |
| <input type="checkbox"/> Diesel-Powered   | <input type="checkbox"/> Permanent magnet alternator  |
| <input type="checkbox"/> 24-hour run time at 100% load  | <input type="checkbox"/> Battery Set, Cables, Charger |
| <input type="checkbox"/> UL 142 listed sub-base Fuel Tank with spill containment and alarm  |   |
| <input type="checkbox"/> Sound-attenuated, weather protective enclosure   |   |
| <input type="checkbox"/> UL 2200 Listing, CSA Certified, Meets EPA Stationary Emergency (Tier 3) emissions standards, NEMA MG1-22, IEEE |   |

### Automatic Transfer Switch (ATS)

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 200 Amp     | <input type="checkbox"/> NEMA 3R Enclosure |
| <input type="checkbox"/> Three phase | <input type="checkbox"/> 120/240V          |

### Concrete Pad

*A prefabricated pad designed for the proposed generator may be installed in lieu of a poured concrete pad. If installing a poured pad, the following specs are requested.*

- |  |
|--|
| <input type="checkbox"/> 3,000 psi, reinforced with 8-gauge wire mesh of #6 rebar on 12" centers         |
| <input type="checkbox"/> Mix by volume of 1:2:3 parts of cement, sand and aggregate                      |
| <input type="checkbox"/> Pad weight equal to 125% of the generator's "wet" weight                        |
| <input type="checkbox"/> Anchor generator to the pad using bolts set in concrete (no expansion anchors). |



APPENDIX B: SITE LOCATIONS

#	Site Name	Address	GPS Coordinates
1	Johnson County Animal Shelter	100 Shelter Way, Staffordsville, KY 41256	37.795638, -82.907096





APPENDIX C: SITE PHOTOS



*Looking west from  
the Generator site.*



*Looking east towards  
the Generator site.*



## APPENDIX C: SITE PHOTOS

*200 amp breaker box, 240V, Single-phase, 3W Service*



## APPENDIX D: SAMPLE GENERATOR SIZING CONFIRMATION REPORT

THIS SAMPLE FORM IS FOR REFERENCE ONLY. THE ACTUAL FORM WILL BE PROVIDED WITH CONTRACT.

### Fixed Generator Worksheet

Project: \_\_\_\_\_

1. Running Load (KW)	_____	Concrete Pad Dimensions	
2. Is load being stepped in?	_____	Width:	_____
3. Generator Specified (KW)	_____	Depth:	_____
4. Starting Load (KW)	_____	Length:	_____
5. Generator Voltage	_____		
6. Single or Three Phase	_____		
7. Type of Controls	_____		
	Automatic	Manual	
8. Type of Fuel	_____	_____	_____
	Gas	Diesel	Propane
			Other

#### Additional information/remarks (Select appropriately):

Generator Type: ☒ Fixed ☐ Portable

- ☒ Generator on slab, not in Special Flood Hazard Area- relevant codes and standards are stated in the application's Scope of Work
- ☐ Generator on slab, in Special Flood Hazard Area- relevant codes and standards are stated in the application's Scope of Work AND:
- letter provided by floodplain manager stating project complies with local floodplain ordinance
- ☐ Elevated generator, not in Special Flood Hazard Area- relevant codes and standards are stated in the application's Scope of Work AND:
- Certification from a Georgia registered engineer that the elevating structure is designed for the anticipated load to the structure including but not limited to wind, flood, snow, seismic
- ☐ Elevated generator, in Special Flood Hazard Area- relevant codes and standards are stated in the application's Scope of Work AND:
- A letter provided by the floodplain manager stating project complies with local floodplain ordinance
  - Certification from a Georgia registered engineer that the elevating structure is designed for the anticipated load to the structure including but not limited to wind, flood, snow, seismic

I certify that I have visited the project site, performed all necessary tests, and have verified that the attached calculated loads and generator specifications will meet all requirements of this proposed installation as described in the Application's description of work.

_____ Signature	_____ Title	_____ Date
_____ Print Name	_____ Organization	_____ Telephone Number

**THIS FORM MUST BE SIGNED BY A CERTIFIED ELECTRICIAN**

### Attachment 1: NON-COLLUSION DECLARATION

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct.

#### ***DFS Portal Confirmation / Declaration:***

*Do you confirm that you have read the Non-Collusion declaration and therefore declare under penalty of perjury under the applicable laws that the Non-Collusion Declaration is true and correct? (Y/N)*

## Attachment 2: CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### ***DFS Portal Confirmation / Declaration:***

*Do you, the Contractor, confirm that you have read the Certification Regarding Lobbying form and certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. (True/False)*

**Attachment 3: FORM 200.321 AFFIRMATIVE STEPS**

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321**

Johnson County is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractor uses subcontractors, they are also required to take the following affirmative steps:

1. Placing qualified enterprises on solicitation lists.
2. Assuring that enterprises are solicited whenever they are potential sources.
3. Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

***DFS Portal Confirmation / Declaration:***

*Do you confirm that you have read the 200.321 Affirmative Steps Confirmation and agree to take the listed affirmative steps when using subcontractors. (Y/N)*



**Attachment 4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

***DFS Portal Confirmation / Declaration:***

*Do you confirm that neither the entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency? (Y/N)*

**Attachment 5: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

To the best of our knowledge the bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project. [ SELECT YES IF TRUE ]

OR

The bidder, by attachment, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. [ SELECT NO IF TRUE & UPLOAD DOCUMENTATION ]

Failure to answer appropriately may result in disqualification of your bid.

***DFS Portal Confirmation / Declaration:***

*Do you confirm that to the best of your knowledge the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project? (Y/N)*

*If answered no, documentation must be uploaded containing information regarding what may be a potential conflict of interest due to other clients, contracts, or property interest for this project.*