

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

GENERATOR SERVICE MAINTENANCE – FOR THE WATER AND SEWER DEPARTMENT.

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time, on Thursday, December 01, 2022 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
November 01, 2022
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON
4052 ROUTE 42 – TOWN HALL
Monticello, New York 12701
845-794-2500

COMPETITIVE BID PACKAGE

“GENERATOR SERVICE MAINTENANCE BID”

INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BIDDER PROPOSAL

WILLIAM J. RIEBER
Supervisor

MICHAEL B. MEDNICK
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder’s Proposal are forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

This is a bid prepared for:

- Town-wide
- Department of **Water & Sewer**
- More than one department

SECTION 1 INSTRUCTIONS TO BIDDERS

{X} **PRICE.** Price shall be net and shall include delivery of the material or item to the location specified, and if no location be specified, the TOWN HALL, 4052 ROUTE 42, MONTICELLO, NEW YORK 12701, and all transportation and delivery charges shall be prepaid to point of delivery. **NO DROP SHIPMENTS WILL BE ACCEPTED.**

{X} **TAXES.** Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and exemption certificates will be executed upon request and payment.

{X} **AWARD.** Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which its deems in the best interests of the Town of Thompson.

{X} **INFORMATION FURNISHED WITH BID.** Bidder must submit with its bid-detailed specifications, illustrated circulars and all other necessary data on the materials or items it proposes to furnish.

{ } **SECURITY DEPOSIT.** Each bid must be accompanied by a certified check or bond payable to the Town of Thompson in the amount of 5% of the gross bid price before trade-in allowance, if any. Such deposits will be returned to the unsuccessful bidders promptly and to the successful bidder upon performance of a contract of purchase or upon delivery of the aforementioned items of materials as the case may be. In the event that the successful bidder shall refuse or fail to comply with the terms of the contract herein set forth, all or a portion of the security deposit may be retained by the Town as liquidated damages.

{X} **METHOD OF SUBMITTING BIDS.** All bids shall be made upon and in accordance with the forms, which contain these instructions to bidders and the specifications, which shall be available from the Town Clerk. Bids shall be submitted in **sealed envelopes, MARKED ON THE OUTSIDE “GENERATOR SERVICE MAINTENANCE BID”** addressed to the **Town Clerk, Town of Thompson, 4052 Route 42, Monticello, New York 12701**, and shall bear upon the face thereof the name and address of the bidder.

{X} **SUBMISSION AND OPENING OF BIDS.** Bids for consideration must be submitted to the above address or be in the possession of the Town Clerk not later than **2:00pm on December 01, 2022**, at which time the bids will be publicly opened and read.

BIDDER GUARANTEES TO MEET STANDARDS ESTABLISHED BY THE SPECIFICATIONS.

NO BID MAY BE WITHDRAWN BY ANY BIDDER FOR A PERIOD OF 45 DAYS FROM THE DATE OF BID OPENING.

BIDS MUST BE SUBMITTED WITH EACH ITEM BID SEPRATELY AND AS A PACKAGE, TOWN RESERVES THE RIGHT TO ACCEPT BID BY ITEM OR AS A PACKAGE.

{ } **BID AS CONTRACT.** This bid, including the Instructions to Bidders, Specifications and Proposal annexed hereto, shall constitute a contract between the Town of Thompson and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein. The “Standard Contract Rider” attached hereto shall apply to and be incorporated herein by reference. If there shall be a conflict between the terms of these instructions and the Standard Contract Rider, the terms of the Standard Contract Rider shall prevail. For the purposes of the Standard Contract Rider, the term “VENDOR” shall mean the bidder herein. Supervision of performance of this bid and contract shall be performed by the _____.

{ } **BID IS NOT CONTRACT.** If this bid is not a contract, the bidder shall be required to sign a separate contract setting forth the terms of agreement in such form as the Town shall require which shall contain terms and conditions similar to contracts prepared for similar items, materials and services to be provided to the Town, the failure to execute such contract shall be deemed a default under the terms of this bid.

{X} **EQUAL OPPORTUNITY.** The bidder will return the bid proposal with the Contractor’s Assurance on Equal Opportunity duly signed, a finding by any governmental agency that the bidder has discriminated against any individual shall be grounds for any future termination of the contract to which this bid relates and ineligibility for any future contract with the town, unless a certificate of compliance with any decision, ruling or order is obtained.

{ } SPECIAL SERVICES CONTRACT. See attached rider.

{ } COMMON CONTROL PROVISIONS. See attached rider.

{ } **INSURANCE.** The provisions of paragraph 11 of the Standard Contract Rider are hereby modified to provide that insurance to be furnished to the Town by the bidder is as follows:

Public Liability Limit: \$

Other Insurance:

Except as modified with respect to limits of liability, all other provisions of said paragraph shall remain in full force.

NOTE: All boxes marked {X} are applicable to this contract.

NOTICE: *No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation without the prior written consent of the officer, board or agency which awarded this contract. In the event that the contractor shall, without prior written consent, assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation, or upon receipt by the Town of an attachment, levy,*

or execution on the proceeds due or to become due under this contract against the contractor, the Town and the officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and the person or cooperation to which such contract shall have been assigned transferred, conveyed, sublet, or otherwise disposed of, and such contractor and his assignees, transferees or subleases shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.

SECTION 2

SPECIFICATIONS

1. SCOPE OF WORK:

The Town of Thompson (the Town) owns and operates 1 Liquid Propane (LP) and 14 diesel powered Standby Emergency Generators from many different manufacturers ranging in size from 30 kW to 750 kW. The Town Is requesting price quotations for service and preventive maintenance for the 15 Generators. These Generators must be fully functional and capable of operating 24 hours per day, seven days per week, to provide emergency standby power. The Town requires a Contractor to provide a service, and Preventive Maintenance program, along with testing and reporting.

- 1.01 Contractors service shall provide skilled personnel with the technical qualifications to perform service and preventative maintenance, and testing on all the Towns Generators. The Generators must be maintained in a fully operationally condition at all times. All to the Generators are located in the Town of Thompson. The scope of work covers all Generators. All work conducted shall be performed by qualified service representatives.
- 1.02 The Contractor shall thoroughly examine the generator locations (which may have limited working space and site access) and be familiar with the site conditions under which work will be performed as well as the generators before submitting a proposal.
- 1.03 A Voluntary “job walk-down” with full access to the generators will be scheduled prior to submittal of bids. Bidder should allocate an entire 8 hour work day to get to the different sites.

2. TECHNICAL REQUIREMENTS:

A Bi-annual Contract: One Service followed by one inspection, with start-up and calibration. (one year contract with 2 visits per year)

Contractor’s service shall provide the following generator services:

APPENDIX I:

- Change lube oil and standard filters (once a year)
- Check air cleaner, replace if needed
- Check battery (terminations, connections and water level) battery charging system, cables, belts, hoses, oil level/conditions, safety circuit alarms and lights, automatic transfer switch, switchgear power connection temperature and automatic exercise system. (Maintenance free batteries cannot be checked for fluid)
- Check for exhaust leaks and corrosion
- Check piping and hose connections

- Observe and record oil pressure, coolant temperature, voltage at no load and load, HZ and amperage reading at no load (and load when possible)
Adjust if needed
- Test run engine
- Observe and report condition of generator

NOTES:

- **Generator Maintenance visits will be performed Monday through Friday during normal business hours.**
- **Equipment or parts in need of replacement or repairs will be brought to the customers' attention and billed separately on a time and material basis.**

3. LOCATIONS AND EQUIPMENT LISTING

- Kiamesha Waste Water Treatment Plant
128 Rock Ridge Drive
Monticello, NY
Model: Kohler 750ROZD71
Serial #: 271346
750 kW
- Patio Homes Pump Station
39 Medallion Road
Monticello, NY
Model: Gillette SPJD-600-3-3-1
Serial #: KD-21-31
60 kW
- Harris Pump Station
68 Harris Bushville Road
Harris, NY
Model: Detroit Diesel 175DR-LR60
Serial #: GA337197
175 kW
- Benmosche Pump Station
137 Benmosche Road
Monticello, NY
Model: Detroit Diesel 300DR-LR60
Serial #: 12VA459525
300 kW

- Yeshiva Viznitz Pump Station
 167 Gibber Road
 Kiamesha Lake, NY
 Model: Generac D60P3
 Serial # OLY0000JNPF00468
 60 kW

- Melody Lake Waste Water Treatment Plant
 41 Hemlock Drive
 Monticello, NY
 Model: Generac 13582060100
 Serial #: 2113050
 35 kW

- Emerald Green Waste Water Treatment Plant
 158 Lake Louise Marie Road
 Rock Hill, NY
 Model: Detroit Diesel 200DS63
 Serial #: 370998
 200 kW

- Golden Ridge Pump Station
 2 Isabel Lane
 Monticello, NY
 Model: Generac RG03015JNSX (LP)
 Serial #: 9865275
 30 kW

- Melody Lake Water Treatment Plant
 Melody Lake Drive
 Monticello, NY
 Model: Generac SD0040AG163.4D18HPYY3
 Serial #: 3002055327
 40 kW

- Old Route 17 Pump Station
 County Route 174
 Harris, NY
 Model: Kohler 50ROZJ
 Serial #:718428
 50 kW

- Portable Generator
 128 Rock Ridge Drive
 Monticello, NY.
 Model: Onan 30.0DL6-15R/11637

Serial #: L850788050
30 kW

- Adelaar Pump Station #1
Thompsonville Road
Monticello, NY
Model: Generac 21274590100
Serial #: 10025251
100 kW
- Adelaar Pump Station #2
Thompsonville Road
Monticello, NY
Model: Cummins OTECA-1794401
Serial #: I17M245580
- Adelaar Pump Station #3
Chalet Road
Monticello, NY
Model: Cummins OTECA-1798267
Serial #: I17M251450
- Emerald Green #11 Pump Station
141 Old Sackett Road
Rock Hill, NY
Model: Generac SD0130KG176.7D18HPS43
Serial #: 3003000115
130 kW

4. STATEMENT OF WORK:

The Contractor shall respond to an equipment failure within 4 hours or less of a call by the Town for unscheduled or emergency onsite service. Unscheduled service calls shall be invoiced on hourly basis in accordance with the Quotation form. The Contractor acknowledges that failure to respond to an emergency call could affect the wastewater treatment process, and cause plant non-compliance with mandated effluent permits, resulting in environmental liability with consequent fines and/or penalties, being imposed on the Town. The Contractor agrees to make his best effort to respond to an emergency call for Generator service as quickly as possible. The Town shall be provided with unlimited telephone support, 24 hours a day, 7 days a week, including weekends and holidays. Contractor shall provide documentation with regard to their emergency response procedure, capabilities, and logistics, and identify if response time can be shorter than 4 hours. Contractors' emergency response capabilities will be a heavily weighted component of the evaluation of this request.

After contract award, contractor shall provide the Town with a copy of a template inspection sheet that will be used by the field technician. The sheet shall include all required inspection items, and places for the technician to provide their initials and any comments. The Town will require a copy of each completed generator inspection sheet within 7 days of completion of the inspection.

- 4.01 The contractor shall be capable of providing Load Bank Testing in a timely manner if requested to do so by the Town.
- 4.02 Any non-consumable or non-warranty parts used during a service visit shall be approved by an authorized Town representative and billed using the Contractors current price list at the time of usage and shall be invoiced separately. The contractor shall maintain sufficient parts and supplies to service and repair the Towns Generators. Travel to and from the Town for all service visits shall be at no additional charge to the Town.
- 4.03 Expenses incurred to repair items that have been worn in a manner consistent with their normal usage, shall be repaired at no additional charge.
- 4.04 Service Reports (Work orders) for each scheduled and un-scheduled site visit shall be prepared by the service engineer and provided to the Town on the same day as the service visit. The service report shall describe all work performed during the site visit and any parts used during the preventative and/or emergency maintenance service. The service report shall advise of any further work required and/or recommended.
- 4.05 Quotations for work required and/or recommended repairs to correct deficiencies shall be prepared by the service engineer and provided to the Town on the next day following the service visit. The Quotations shall describe all work required, the quantity and description of parts and material required, where practical, manufacturer part numbers for the needed work should be shown on the quotation. The quotations shall also delineate labor and travel charges. Repair work will require similar communication and scheduling coordination with Town personnel.
- 4.06 Invoice shall show unit identification and Town of Thompson division of Responsibility e.g. Water, Wastewater, Electric, Facilities, Fire and Police. Invoices must also show the Towns Purchase Order Number.
- 4.07 Invoices for preventative maintenance shall be submitted to the Town as a group, in a timely manner, after all the preventive maintenance at all the sites has been performed. Invoices for work required and/or recommended repairs shall be submitted to the Town in a timely manner.

5. ITEMS OF WORK:

For the unit prices quote, the contractor shall provide all necessary labor, material, and equipment to provide the Town with competent service and preventative maintenance program, testing support and consulting services to maintain the generators.

- 5.01 The contractor shall provide all hoisting, pumping, lifting, staging, scaffolding, and materials transportation as requested.

- 5.02 All work is to proceed in coordination with other trades as well as any scheduled projects.
- 5.03 The contractor shall clean debris on a daily basis. The contractor is responsible for proper disposal of all waste generated by maintenance activities at no additional cost to the Town.
- 5.04 The contractor shall comply with ordinances, codes, regulations and requirements of the government authorities having jurisdiction over this work.
- 5.05 The contractor shall anticipate multiple mobilizations for the completion of work. It should be assumed that multiple mobilizations will be required to complete the work as specified and include within this scope of work.
- 5.06 The site will be occupied by the Town staff through the duration of the work.
- 5.07 There will be no additional charges for mileage, shop charges or add-ons not specifically approved by the Town, prior to work being performed.
- 5.08 Any additional repairs, parts or services that are required, but not included under this agreement, will be brought to the attention of the Town's site representative.
- 5.09 Individual unit pricing must be shown on the proposal.
- 5.10 The contractor shall instruct the Town's site representative, if such is personnel are present at the time of inspection, on operation and maintenance procedures between maintenance inspections.
- 5.11 The Town reserves the right to exclude generators from the agreement and/or select multiple vendors to best meet the Town's needs.

6. NON CONSUMABLE REPLACEMENT PARTS:

Non-consumable replacement parts furnished shall be essentially the standard product of the original generator manufacturer. Any substitution for original replacement parts shall be with an equivalent or better product. The replacement part may be acceptable provided that it meets or exceeds all the requirements of the original part and that such substitute will not materially alter the original basic design.

7. CHANGES IN DESIGN AND / OR SUBSTITUTION OF REPLACEMENT PARTS:

If, during replacement and/or repair of defective parts, it is found expedient by the contractor to modify or change the design of any part of the generators, including the equipment or any part thereof, completely detailed and check working

drawings showing the proposed changes are to be submitted to the Town for review and approval. Any permitted modification or change of design as set forth above is to be at the sole discretion of the Town. Approval of such changes does not release the contractor from his obligation or guarantees, nor are any of the conditions of the Agreement abrogated thereby. Any additional costs, including redesign costs to the contract resulting from these changes, are to be borne by the contractor.

8. SAFETY AND HEALTH:

- 8.01 The contractor shall be responsible for maintaining safe work practices in the work area in accordance with local, state and federal ordinances and regulations.
- 8.02 All delivery, unloading, and/or repair operations shall comply with OSHA 1926, Safety and Health Standards for the Construction Industry. The Town's site representative has the authority to stop all work, or portions of the work, for noncompliance with the above safety and health requirements.
- 8.03 The contractor shall follow all applicable laws and regulations including, but not limited to, NYDOL (NY Department of Labor) and OSHA (29 CFR Part 19140 and 29 CFR Part 1926).

9. REPLACEMENT PARTS GAURANTEE:

All replacement parts, materials, and workmanship furnished shall be guaranteed by the Contractor to perform the services required of them, to the full expectations and/or satisfaction of the Town in accordance with recommendations from original equipment manufacturer, for a period of 1 year from the date of installation and acceptance.

10. TERM OF CONTRACT:

The successful Bidder to whom the contract is awarded, will be paid for generator service and Preventive Maintenance at the rates quoted in the proposal form. The prices quoted shall remain firm through December 31, 2025. Pricing for the optional second and third years of the contract may be provided with this submittal. The second and third years are not guaranteed to the successful bidder.

Given that the eventual contract is for critical service, the Town of Thompson reserves the right to terminate the future contract, to which this proposal is based, for convenience with 30 days' notice.

PROPOSAL

TO: _____ of the Town of Thompson

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the Town of Thompson at the locations, herein specified, or if no location is specified, to the Town of Thompson, Town Hall, Monticello, New York 12701, the following described item, material or service in accordance with the attached specifications and described in detail below (attach material to proposal, if necessary).

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder

to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

Accompanying this bid is a certified check or bond as required by and subject to retention in accordance with the Notice to Bidders and Instruction to Bidders.

_____	_____
Name of Bidder	Phone Number
_____	_____
Signature of Bidder or Authorized Person	Address
_____	_____
Title	City, State, Zip

Location	2023 Price	2024 Price	2025 Price
Kiamesha Waste Water Treatment Plant			
Patio Homes Pump Station			
Harris Pump Station			
Benmosche Pump Station			
Yeshiva Viznitz Pump Station			
Melody Lake Waste Water Treatment Plant			
Emerald Green Waste Water Treatment Plant			
Golden Ridge Pump Station			
Melody Lake Water Treatment Plant			
Old 17 Pump Station			
Portable Generator			
Adelaar Pump Station #1			
Adelaar Pump Station #2			
Adelaar Pump Station #3			
Emerald Green #11 Pump Station			

RE: NOTICE TO BIDDERS:

Attached you will please find a copy of the Town of Thompson's Request for Bids for **Generator Service Maintenance**

Your bid is due no later than 2:00 P.M. on the 1st day of December, 2022, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Generator Service Maintenance Bid**

If you have any questions regarding the Bid Specifications, please feel free to contact me at the above telephone number.

Thanking you in advance for your participation in this bid.

Very truly yours,

Michael Messenger
Superintendent