

**GENERATOR MAINTENANCE SERVICE BID
VILLAGE OF WARWICK, NEW YORK
SOLICITATION FOR BIDS**

BID SPECIFICATIONS

Service provider shall provide two (2) scheduled site visits per year spaced approximately six (6) months apart to perform maintenance services. Service provider shall supply all labor, equipment, and materials to perform maintenance service. For scheduling the village operator must be contacted at least (5) business days in advance of each service maintenance visit. After each service provide a detailed report of actions/findings for each item listed, including additional items the technician determines to be pertinent within two (2) weeks of service call.

Service provider shall have available all necessary parts & supplies required for normal service work to avoid return trip charges. An emergency service labor rate, as well as a non-emergency service labor rate shall also be submitted and be in place during the term of this contract. The term of this contract shall be three (3) years and shall allow cancellation by either party with a thirty (30) day written notice.

Bidder must provide bid on the form included and must also complete and include the Statement of Non-Collusion by Bidder. Each bid shall also include an Insurance Certificate in the form and amounts prescribed herein. By submitting this bid the Bidder agrees to execute the Hold Harmless Agreement found herein upon award of the contract to perform the work.

LIST OF MAINTENANCE ACTIVITIES

FREQUENCY	ENGINE LUBRICATION SYSTEM
SEMI ANNUAL	CHECK FOR LEAKS
SEMI ANNUAL	CHECK ENGINE OIL LEVEL
SEMI ANNUAL	CHECK ENGINE OIL P.S.I.
ANNUALLY	CHANGE LUBRICATING OIL FILTER
ANNUALLY	CHANGE LUBRICATING OIL & TAKE SAMPLE FOR TESTING
FREQUENCY	ENGINE COOLING SYSTEM
SEMI ANNUAL	CHECK FOR LEAKS
SEMI ANNUAL	CHECK RADIATOR FOR AIR RESTRICTIONS
SEMI ANNUAL	CHECK OPERATION OF COOLANT HEATER
SEMI ANNUAL	CHECK ALL HOSES AND CONNECTIONS
SEMI ANNUAL	CHECK COOLANT LEVEL
SEMI ANNUAL	CHECK COOLANT TEMPERATURE (ENGINE OFF AND AT OPERATING TEMP)
SEMI ANNUAL	CHECK BELT CONDITION AND TENSION

SEMI ANNUAL	CHECK ANTIFREEZE CONCENTRATION OR DCA LEVEL, ADJUST AS NECESSARY
OEM RECOMMENDATION	CHANGE COOLANT FILTER (IF APPLICABLE)
SEMI ANNUAL	CHECK RADIATOR CAP AND THERMOSTAT FOR PROPER OPERATION
FREQUENCY	ENGINE AIR INTAKE & EXHAUST SYSTEM
OEM RECOMMENDATION	CHANGE AIR CLEANER
SEMI ANNUAL	CHECK & CLEAN AIR CLEANER ELEMENT
SEMI ANNUAL	CHECK ALL INTAKE PIPING FOR INTEGRITY (CRACKS ETC.)
SEMI ANNUAL	CHECK & CLEAN CRANKCASE BREATHER ELEMENT
SEMI ANNUAL	CHECK FOR EXHAUST LEAKS & CONDENSATION IN DRAIN TRAP WHERE PROVIDED
SEMI ANNUAL	CHECK AND ADJUST EXHAUST RAINCAPS WHERE PROVIDED
FREQUENCY	ENGINE FUEL SYSTEM
SEMI ANNUAL	CHECK DAY TANK, FUEL LINES & CONNECTIONS FOR LEAKS
ANNUAL	CHANGE ALL FUEL FILTERS
SEMI ANNUAL	CHECK DAY TANK FUEL LEVEL
SEMI ANNUAL	CHECK FUEL TRANSFER PUMP
SEMI ANNUAL	DRAIN WATER SEPERATORS WHERE PROVIDED
SEMI ANNUAL	CHECK GOVERNOR CONTROL LINKAGE / CHECK GOVERNOR OIL / CHECK ISOCHRONOUS
FREQUENCY	ENGINE ELECTRICAL SYSTEM
SEMI ANNUAL	CHECK BATTERY ELECTROLYTE LEVEL & CLEAN TERMINALS
SEMI ANNUAL	CHECK BATTERY CHARGING SYSTEM D.C. VOLTAGE FLOAT & ALTERNATOR
SEMI ANNUAL	CHECK ENGINE STARTER AND RELATED COMPONENTS
FREQUENCY	MAIN GENERATOR
ANNUAL	PERFORM 30-MINUTE BUILDING LOAD TEST
SEMI ANNUAL	CHECK AC VOLTAGE
SEMI ANNUAL	CHECK FREQUENCY BY DROOP TEST
FREQUENCY	CONTROLS & SWITCHING GEAR
SEMI ANNUAL	CHECK EXERCISER
SEMI ANNUAL	CHECK ALL OPERATIONAL INSTRUMENTATION
SEMI ANNUAL	CHECK AUTOMATIC TRANSFER SWITCH
SEMI ANNUAL	CHECK THAT ALL SWITCHES ARE RETURNED TO AUTOMATIC MODE
FREQUENCY	GENERAL
OEM RECOMMENDATION	ANY UNSPECIFIED MANUFACTURER REQUIRED MAINTENANCE FOR PROPER OPERATIONS
SEMI ANNUAL	CHECK GENSET HOUSING FOR RODENT INTRUSION

SEMI ANNUAL	CHECK GENERAL GENSET SITE CONDITIONS / SECURITY / OTHER THREATS (IE: FLOODING, ETC.)
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LIST OF GENERATORS

The following generators will be serviced during each visit:

VILLAGE OF WARWICK GENERATOR DATA					
GENSET ADDRESS	GEN MODEL #	SERIAL #	GEN ENGINE #	FUEL	KW
RESERVOIR WTP 20 WATER LANE WARWICK, N.Y. 10990	CONSOLIDATED 45 DTS REF # 9412	REF. # 9412	WHITE D2300T SER. # 3454764	DIESEL	45
MICROFILTRATION WTP 30 MEMORIAL PARK DR. WARWICK, N.Y. 10990	KOHLER 150REZG SER. # 2291594	2291594	G.M. 8.1L, V-8 SPEC. # GM64060- GA1	Nat.Gas	150
RIDGEFIELD P.S. LAUDATEN WAY WARWICK, N.Y. 10990	CUMMINS C70N6	H200800193	QSJ5.9G-G3	Nat.Gas.	70
W.W.T.P., 104 RIVER ST. WARWICK, N.Y. 10990	CATERPILLAR SR4	81215082	CAT 3412, V-12	DIESEL	447
ORCHARD ST. P.S. WARWICK, N.Y. 10990	KOHLER 100 RZG	2121213	G.M. 8.1L, V-8 GM 34436-GA5	Nat.Gas	150
WARWICK GROVE P.S.1 WARWICK, N.Y. 10990	CUMMINS GGDB 5710892	D050773555	FORD LRG 425	Nat.Gas	20
WARWICK GROVE P.S. 2 WARWICK, N.Y. 10990	GENERAC QTO4524GNSN	5212077	MITSUBISHI 2.4L, SER# OA45310244	Nat.Gas	45
VILLAGE HALL 77 MAIN ST. WARWICK, N.Y. 10990	GENERAC G0070420	3001277157	GENERAC OHVI V- TWIN	Nat.Gas	22
HOMESTEAD VILLAGE SEWER PUMP STATION VILLAGE GREEN COURT WARWICK, N.Y. 10990	KOHLER K38RCL-QS5	SGM32LTG6	KOHLER KG2204T	Nat.Gas	38

INSURANCE REQUIREMENTS

The Service Provider agrees to maintain without additional expense to the Village until final acceptance by the Village of the services covered by this engagement, insurance of the kinds and in the amounts hereinafter provided, or as required by law. The Service Provider shall furnish to the Village, prior to providing services, a certificate or certificates showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days' written notice has been given to the Village.

The kinds and amounts of insurance required of the Service Provider are as follows:

a) Statutory Workers' Compensation, Employers' Liability and NYS Disability Insurance

b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence \$1,000,000
Products - Comp/Op Agg.	\$2,000,000	
Fire Damage	\$250,000	
Personal/Adv. Injury	\$1,000,000	
Medical Expense	\$10,000	

The General Aggregate shall apply on a per-project basis

d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000	\$10,000,000

The required insurance policies shall be endorsed to include the Village of Warwick as an additional insured, on a primary and noncontributory basis. Additional insured status shall be provided by endorsements that provide coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the Village.

The insurers providing this coverage shall be licensed in New York State, with an AM Best rating of "Secure" or better.

The contractor shall provide a completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15)

PREVAILING WAGE

Prevailing wage rates apply to this contract. The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to the Board of Cooperative Educational Services in order for payment to be made. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

SEXUAL HARASSMENT POLICY

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 penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of Section 201-G of the New York State Labor Law.

Bid Form for Generator Service Maintenance

Bidder agrees to provide the services as described in the attached specifications at the following cost:

Generator Service

between June 1, 2021 and May 31, 2022 \$_____ Lump Sum

between June 1, 2022 and May 31, 2023 \$_____ Lump Sum

between June 1, 2023 and May 31, 2024 \$_____ Lump Sum

Non-Emergency Service Rate \$_____/Hour

For service required outside of the services provided under the Annual Service Contract on a Non-emergency basis

Emergency Service Rate \$_____/Hour

Where provider is required to and responds to the Village within 4 hours of a request made by the Village

Signature of Authorized Representative

Print Name

Title

Company

Telephone

Email

Address

Date

SALES REPRESENTATIVE

Print Name

Telephone

BIDDERS MUST ECNLOSE COMPLETED STATEMENT OF NON-COLLUSION BY BIDDER & HOLD HARMLESS AGREEMENT. BIDDERS MUST BE ABLE TO PROVIDE ALL REQUIRED INSURANCE DOCUMENTS AS SPECIFIED IN THE GENERAL INSTUCTIONS FOR PROPOSALS.

**STATEMENT OF NON-COLLUSION BY BIDDER
PURSUANT TO SECTION 103-D
GENERAL MUNICIPAL LAW**

PROJECT TITLE: GENERATOR MAINTENANCE SERVICE

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that Village of Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The prices in 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 bidder, with any competitor;

Unless otherwise require 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;

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.

(Name of Contractor)

Signature: _____ Print Name: _____

Date: _____

Sworn to me this _____ day of _____, 20____

Notary Public

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – submit with proposal)

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Village of Warwick, or any officer, agent, servant, or employee of the Village of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature: _____ Date: _____

Print Name: _____

Sworn to me this _____ day of _____, 20____

Notary Public

**GENERATOR MAINTENANCE SERVICE BID
VILLAGE OF WARWICK, NEW YORK
SOLICITATION FOR BIDS
ADDENDUM #1**

April 19, 2021

The following revision has been made to the Generator Maintenance Service Bid solicitation under 'Insurance Requirements', item (d) as follows:

d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000	\$10,000,000
\$3,000,000	\$1,000,000 to apply on all follow-form basis.

The required insurance policies shall be endorsed to include the Village of Warwick as an additional insured, on a primary and noncontributory basis. Additional insured status shall be provided by endorsements that provide coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the Village.

The insurers providing this coverage shall be licensed in New York State, with an AM Best rating of "Secure" or better.

The contractor shall provide a completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15)