

**TOWN OF MIDDLEBURY
NOTICE OF BID**

Emergency Generator Scheduled Preventative Maintenance Inspection and Service

The Town of Middlebury invites bids for the preventative maintenance for its emergency generators. Bids will be received by Connie Brunswick, Finance Assistant, Middlebury Town Hall, 1212 Whittemore Road, Middlebury, Connecticut, until **3:00 pm on May 15, 2015**, at which time they will be publicly opened and read aloud in the Conference Room on the third floor of the Town Hall.

All information for Bidders, Bid Proposal Form, Specifications and other contract documents may be obtained or examined Monday – Friday from 9:00am to 3:00pm at the Finance Department, 1212 Whittemore Road, Middlebury, Connecticut 06762. Proposals must be submitted on the forms provided and submitted in a sealed envelope plainly marked **"Emergency Generator Preventative Maintenance Service"**.

To receive consideration, bids must be delivered to Connie Brunswick, Finance Assistant no later than the day and hour mentioned above. The Town of Middlebury reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Middlebury. The successful contractor will be required to provide a Certificate of Insurance naming the Town of Middlebury as an additional insured, and a completed W-9 form. All bids will be considered valid for a period of sixty (60) days from the date and time of opening.

BID OPENING DATE:

- All bids must be in a sealed envelope and received prior to the bid opening. Bids will be opened and read aloud at the Conference Room on the third floor of Town Hall, 1212 Whittemore Road, Middlebury, CT. 06762.

PREPARATION OF PROPOSALS:

- Proposals must be made upon the forms provided herein. All spaces in the Bid Proposal must be filled in correctly.
- The Bidder must present the prices for which he proposes to complete each item of the work contemplated. In case of a discrepancy where both words and the numerals are requested, the words shall govern. The Bidder shall sign his Proposal, if the Bid Proposal is made by a firm, partnership, or corporation, the Bid Proposal must be signed by an official of the firm, partnership, or corporation that has authorization to sign contracts, and must include the business address and business telephone number, partnership, or corporation, failure to do so may disqualify the bid.
- The Town of Middlebury is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.
- Corrections and/or modifications to bid proposals received after the closing time specified will not be accepted.

Each Bid Proposal must be submitted in a sealed envelope clearly marked on the outside
"Emergency Generator Preventative Maintenance Service" and addressed to:
Connie Brunswick, Finance Assistant
Town of Middlebury
1212 Whittimore Road
Middlebury, CT 06762

SUBMISSION OF BID PROPOSALS:

- All bid proposals and literature shall be submitted on/attached to the proposal form contained herein.
- Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
- Bid proposals shall be delivered by traditional method of mail or hand delivery. **Bid proposals delivered via fax will not be considered or accepted!**

BID WITHDRAWAL:

- Bidders may withdraw their proposals at any time prior to the bid opening date. Withdrawals of bids shall be in writing and formally received, dated and time stamped and be recorded by Lawrence Hutvagner, CFO prior to the date and time of the bid opening.
- No Bidder shall withdraw, cancel or modify their proposal for a period of sixty (60) days after the bid opening.

USE OF SUBCONTRACTORS:

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors.
- The apparent low bidder shall file with the Town of Middlebury, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who they plan to actually perform major portions of the work. *This in no way restricts or limits the requirement that all, subcontractors must be approved by the Town of Middlebury.*
- Subcontractors listed on the appropriate form or those previously approved may not be changed without the approval of the Director of Public Works.

BIDDER QUALIFICATIONS:

- In determining the qualifications of a bidder, the Town of Middlebury may consider his record in the performance of any contracts for similar work into which he may have previously entered.
- The Town expressly reserves the right to reject the bid of any bidder if it is disclosed that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.
- The Town may make such investigation as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Town may request. The Town reserves the right to reject any

bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS:

- More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Bidder is interested.
- Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work.
- Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

PAYMENT:

- The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.
- Bid prices will be considered as **NET**, if no discount is shown.
- The successful bidder shall include the job name, job address, and reference to the corresponding purchase order number when submitting an itemized invoice to the Town of Middlebury for the work as described herein after the completion of the work.
- The successful bidder shall submit invoices to the following address:
Town of Middlebury
Accounts Payable Dept.
1212 Whittemore Road
Middlebury, CT 06762

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT.

- Notification of the bid award will be made by issuance of a purchase order.
- Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation but a clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation is attached.

SALES TAX:

- The Town of Middlebury will furnish the successful Bidder with the sales tax exemption authorization number.

CARE AND PROTECTION OF PROPERTY:

- The Successful Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements.

- The Successful Bidder shall make good any damages to public or private property to the satisfaction of the Town. There shall be no additional compensation from the Town for the repair or restoration of damaged property or vehicles owned by or caused by the successful bidders work.

AWARD:

- The Town of Middlebury reserves the right to award this contract or not, accept or reject any or all bids to best serve its interests, or to hold the bids for sixty (60) days before decision is made. The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

INSURANCE REQUIREMENTS:

- A. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate \$2,000,000
 - Fire Damage Legal Liability \$ 100,000
- B. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-Owned Auto Liability \$1,000,000
- C. Owners, Contractors Protective Liability, \$1,000,000 per occurrence. The contractor will provide the Town with an original document of the full policy.
- D. Worker's Compensation and Employer's Liability as required by the State of Connecticut.
- E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- F. The "Town of Middlebury" shall be named as additional insured on the contractor's general liability and automobile liability Certificate of Insurance. Said certificate shall clearly indicate service provided or some easily identifiable reference to the relationship to the Town of Middlebury and indicate a thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- G. All insurance is to be provided by a company authorized to issue such insurance.

NONDISCRIMINATION IN EMPLOYMENT:

- The Town of Middlebury is an Equal Opportunity Employer and the successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law.

GUARANTEE:

- The Successful Bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including to but not limited to workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the

item(s) to the complete satisfaction of the Town of Middlebury. These repairs, adjustments, or replacements are at the sole expense of the Successful Bidder and shall be made to the satisfaction of the Director of Public Works and performed at times acceptable to the Town.

EQUIPMENT LIST:

LOCATION	GENERATOR	TRANSFER SWITCH
DPW 1 Service Rd. Middlebury, CT 06762	Make: Kohler Model: 80ROZJ-81 Serial #: 282555	Make: Kohler Model: K-168341-0260 Serial #: K35688
DPW - VM 1 Service Rd. Middlebury, CT 06762	Make: Kohler Model: 60ROZ281 Serial #: 211524	Make: Kohler Model: K-168341-0260 Serial #: K21010
Water Tower Ferndale Avenue Middlebury, CT 06762	Make: Generac Model: 18KW Serial #:	Make: Model: Serial #:
FDHQ 65 Tucker Hill Rd. Middlebury, CT 06762 <i>NOTE - There are 2 generator sets at this location.</i>	GEN 1 Located Outdoors Make: Kohler Model: 150REZOJF Serial #: SGM322HKR GEN 2 Located in basement MAKE: Delco 60KW Model: E6960M3 Serial #: 3-K-75	SWITCH 1 Make: Kohler Model: KSS-DCTA-0600S Serial #: SGM322CT9 SWITCH 2 MAKE: Kohler Model: KSS-DCTA-0400S Serial #: SGM3226XC
Library 65 Crest Rd. Middlebury, CT 06762	Make: Kohler Model: 125REOZJB Serial #: 2054781	Make: Kohler Model: KCT-ACTA-0800S Serial #: K2053982
Shepardson 1172 Whittemore Rd. Middlebury, CT 06762	Make: Kohler Model: 40ROZJ-81 Serial #: 298355	Make: Kohler Model: K-168341-0600 Serial #: K40503
Town Hall 1212 Whittemore Rd. Middlebury, CT 06762	Make: Kohler Model: 40ROZJ-81 Serial #: 281135	Make: Kohler Model: KSS-DCTA-01400S Serial #: K2243086
PDHQ 200 Southford Rd. Middlebury, CT 06762 <i>NOTE - There are 2 generator sets at this location.</i>	GEN 1 Located Outdoors Make: Kohler Model: 50ROZJ-81 Serial #: 372757 GEN 2 Located in basement MAKE: Delco 45K Model: E6570M4 Serial #: 18-D-75	SWITCH 1 Make: Kohler Model: ZCS-668341-400 Serial #: K64994 SWITCH 2 MAKE: Asco Model: 9400322545XC Serial #: 68640-Y

Inspection and Preventive Maintenance Checklist

LEVEL 1 – PM INSPECTION DETAILS (Fall)	LEVEL 2 – PM SERVICE DETAILS (Spring)
Check lubricating oil & filter, add oil as needed. Check air cleaner and crankcase breather. Check radiator & hoses, add antifreeze as needed. Check all belts for wear & tension adjustment, adjust as needed. Check engine block heater and thermostat. Check battery & clean battery terminal ends. Check engine charging syst. & clean battery grounds. Check battery tender for proper operation. Check exhaust for leaks. Check condition of day tank. Check instruments. Test safety shutdowns. Check warning lights. Check controller, look for loose/corroded connections. Cycle mainline output circuit breaker. Vacuum debris under and on unit. Run unit to operating temperature. Transfer building to generator power. Check voltage, frequency and adjust as necessary. Leave system on AUTO.	Replace lubricating oil & filter. Replace PLATINUM spark plugs as needed. Replace ignition system, cap, rotor, and condenser. Replace air cleaner and crankcase breather element. Replace fuel filter(s). Check radiator & hoses, add antifreeze as needed. Check all belts for wear & tension adjustment, adjust as needed. Check engine block heater and thermostat. Check battery & clean battery terminal ends. Check engine charging syst. & clean battery grounds. Check battery tender for proper operation. Check exhaust for leaks. Check condition of day tank. Check instruments. Test safety shutdowns. Check warning lights. Check controller, look for loose/corroded connections. Cycle mainline output circuit breaker. Vacuum debris under and on unit. Run unit to operating temperature. Transfer building to generator power. Check voltage, frequency and adjust as necessary. Leave system on AUTO.

SCOPE OF SERVICES:

1. The Town of Middlebury proposes to enter into a multi-year agreement with a contractor to provide preventative maintenance and repairs on ten (10) Emergency Generators at eight (8) separate locations within the Town of Middlebury. THIS BID CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE GENERATOR PREVENTATIVE MAINTENANCE AND SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.

Hourly rates quoted for routine Level 1 and Level 2 maintenance shall represent work performed during normal business hours of 7am until 4pm Monday through Friday and shall include all other charges.

Mileage and overtime rates for emergency service calls which are above and beyond normal routine Level 1 and Level 2 maintenance must be quoted in this bid in order to be considered for payment.

Minimally, the Contractor shall inspect and service the equipment listed in accordance with the specifications set forth in the Inspection and Preventive Maintenance Checklist.

The Contractor shall perform annual Scheduled Oil Sampling (S.O.S) and coolant sampling on all units covered by this contract.

The Contractor shall maintain neat service records on all repairs/service calls, including results of oil and coolant sampling. Duplicates of all service records for any maintenance, repair or testing (includes records on S.O.S.) in regards to this contract are to be filed at the Department of Public Works with the Director or his designee.

The Contractor shall insure proper disposal of all used oil and filters generated by our services, leaving our portion of your job site environmentally clean.

All work performed on emergency generators will carry a one-year, unconditional warranty on parts and labor.

The Contractor shall perform additional work only as authorized. Such work will be based on rates for field service as listed herein.

All replacement parts shall be new and of the same quality and brand name as those being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Town of Middlebury.

Any repair service above and beyond preventative maintenance will require an estimate being submitted to the Town of Middlebury, CT before any work is performed. The cost of providing the estimate will be at no charge to the Town of Middlebury.

Upon arrival at the site the Contractor shall check in with the Director of Public Works or his designee and check in again before leaving the job site to confirm that systems are operating correctly. The technician will present a written summary of the work performed and obtain a signature for the work completed.

The Contractor shall prepare a report of each service visit to be signed by the Town's representative and copied to the Town of Middlebury at no additional cost to the Town.

All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall conduct his work so as to interfere as little as possible with Town business, determine the Town's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

The Contractor shall secure any/all permits, inspections and licenses necessary for the execution of his work.

The Contractor shall do all of the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The contractor shall complete the entire work to the satisfaction of the Town and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein and any directions of the Town representatives as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall at his own expense, wherever necessary or required, furnish Safety devices and take such other precautions as may be necessary to protect life and property.

The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.

Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

RIGHT TO ACCEPT / REJECT:

1. After review of all factors, terms and conditions, including price, the Chief Financial Officer of the Town of Middlebury reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Middlebury.

TERM:

1. The term of the contract shall be effective upon approval by the Board of Selectmen.
2. The Town of Middlebury reserves the right to terminate this contract at any given time with a 30 day written notice.

EVALUATION CRITERIA:

1. The Board of Selectmen will evaluate the bid proposals received in response to the RFP. The bid proposals must include specific responses for each item.
2. The Board of Selectmen will select the bid proposal most advantageous to the Town for award.
3. Failure of the bidder to provide any information requested by the RFP may result in disqualification of the bid.
4. The criteria to be used in the evaluation of the bid proposals are as follows:
 - a. The ability of the bidder to meet the minimum specified requirements.
 - b. The overall costs of the proposal satisfying the requirements.
5. Bids will only be considered from Contractors that have a minimum of three years of successful experience providing generator maintenance. The Contractor shall be required to demonstrate that they have successfully completed these services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.

6. The Town will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the Board of Selectmen. The selected Bidder will be notified in writing.

7. The Town of Middlebury may cancel this RFP, or reject proposals at any time prior to an award.

8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the town to monitor and enforce performance, availability of resources to perform services, and price.

9. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the Board of Selectmen.

QUESTIONS:

Questions pertaining to scope of work should be emailed to Dan Norton, Public Works Director, at dnorton@middlebury-ct.org

To request copies of bid specs, please email Connie Brunswick, Finance Assistant, at cbrunswick@middlebury-ct.org

Equipment Location	July 1, 2015 to June 30, 2016	July 1, 2016 to June 30, 2017	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020
DPW, Service Rd.	L1 = \$ L2 = \$				
DPW - VM Service Rd.	L1 = \$ L2 = \$				
Water Tower Ferndale Ave.	L1 = \$ L2 = \$				
FDHQ - 2 Units Tucker Hill	L1 = \$ L2 = \$				
Library Crest Rd.	L1 = \$ L2 = \$				
Shepardson Whittemore Rd.	L1 = \$ L2 = \$				
Town Hall Whittemore Rd.	L1 = \$ L2 = \$				
PDHQ - 2 Units Southford Rd.	L1 = \$ L2 = \$				
Mileage and hourly rates for emergency service calls above and beyond the scheduled PM Maintenance and Inspection	\$ Per Hour \$ Per Mile				
Mileage from your Facility to Middlebury's DPW	Miles	Miles	Miles	Miles	Miles

Bidder's Company Name: _____

Address: _____

Phone Number: _____

Authorized Signature: _____