



## **Town of Fishkill, NY**

### **Request for Proposal**

### **Town of Fishkill Deer Crossing Sewage Pump Station Generator and Automatic Transfer Switch Replacement**

**Proposal Due: November 7, 2018**

Town of Fishkill  
807 Route 52  
Fishkill, NY 12524

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## **Introduction**

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The Town of Fishkill (Town) is soliciting Request for Proposals (RFP) for the replacement of the stand-by generator and automatic transfer switch as a critical power supply to operate a Smith & Loveless waste water duplex pump station. The current unit has exceeded its life expectancy and has serviced the pump station satisfactorily. The generator is located at 332 Old State Rd., Fishkill, NY serving the Deer Crossing Community.

## **Scope of Work**

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The contractor's work will consist of providing all labor and material for the complete change out of the existing generator and transfer switch with new equipment, field tested and ready for service in a first-class manner which shall include but not be limited to the following tasks;

1. Contact Central Hudson Gas and Electric and complete their natural gas service agreement and commercial electrical data for the change out of the generator. There are no direct costs for these permits from the utility company.
2. Coordination with the Town water and sewer operator, CAMO Pollution Control for Contractor's removal and installation of equipment.
3. The contractor is responsible for flagging protection.
4. Supply labor, equipment and material necessary for the removal of the old equipment.
5. Disposing of all old equipment.
6. Installation of the new generator and automatic transfer switch.
7. Connection of electrical and natural gas requirements.
8. Programing of controller
9. Factory representative startup
10. Field testing and acceptance.
11. Instructions of operations given to CAMO.
12. Supply warrantee documents and operation / maintenance manual
13. Generator and transfer switch requirements are included in attachment #1
14. Pump station specifications are included in attachment #2

## **Qualifications of Proposer**

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To be eligible for a contract award, bidder must be qualified and able to provide the following:

1. Bidder must be in the business of providing and installing emergency generators for the past five years.
2. Bidder must supply references of three firms to which similar products have been provided during the past five years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.
3. The successful proposer will be required to enter into a formal contract agreement with the Town, see Attachment #3 for Insurance Requirements.
4. Each field employee engaged in work on the project under this contract shall be paid not less than the prevailing wage rate as currently reported on the New York Department of Labor or as amended pursuant to law. Proposer shall provide statutory benefits for disability, worker's compensation, unemployment benefits and social security, PRC # 2018012323, see Attachment #4.
5. Proposer shall sign and submit with his bid a Non-Collusive Bidding Certification, see Attachment #5.
6. Proposer shall sign the Indemnification and Hold Harmless Agreement with the contract, see Attachment #6.

## **Schedule**

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The work is planned to start during the month of January 2019 or sooner  
A schedule of delivery and installation is required to be included with the proposal.  
Work will need to be coordinated with the Town of Fishkill as well as CAMO Pollution Control and Central Hudson Gas & Electric.

## **Site Visit**

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A site visit is highly recommended. A guided site visit can be requested by appointment only. Appointments are to be scheduled with CAMO Pollution Controls, Inc., the Town's Water and Sewer operator.

## **Pricing**

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The contractor is required to provide a lump sum fixed price to perform the work.

The contractor is to provide mobilization and demobilization costs.

The contractor is responsible for filing all permits. A permit is required from the Town of Fishkill. The Town permit will be issued at no charge. Central Hudson Gas & Electric require an electrical service form and a Gas connection form to be completed and submitted. There is no charge for these forms. A Fire Underwriters' certificate is required, this is to be obtained by the contractor at his expense.

## **Submission of Proposal**

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The contractor must submit specification sheets, equipment drawings, instruction manuals, replacement parts list, recommended spare parts list for all equipment that will be used with their proposal. They will also identify the material that they will be using. The contractor must also submit a detailed description of how they will be performing each step of the scope of the work. Prior to placing an order for materials complete shop drawings shall be submitted to the Town for approval

**Proposals are due by 11/07/2018 @ 10:00 AM** (prevailing local time).

Any proposals received after 10:00 AM prevailing local time will not be considered.

Proposals must be delivered to the Town Clerk's office.

Town of Fishkill  
807 Route 52  
Fishkill, New York 12524

## **Rejection of Bid**

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The Town reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Town. Notice of cancellation shall be sent to all individuals or entities solicited. The Town reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Town. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination based on age, race, color handicap, sex, national origin or religious creed. Any bid not conforming with the specifications or requirements set forth by the Town in the bid request may be rejected. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment, labor or schedule.

## **Award of Bid**

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Formal bid submission shall be tabulated, and a recommendation shall be prepared by the Department Head making a purchase subject to the formal bid requirements and sent to the Finance Director for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing. The Finance Director shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Town Supervisor and the Town Board for consideration of awarding a formal contract. All awards made in accordance with this Code are final determinations.

## **Questions**

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If there are any specific questions, request for information and/or clarifications please contact the Project Facilitator.

Paul Bozek  
[pbozek@fishkill-ny.gov](mailto:pbozek@fishkill-ny.gov)  
(845)-831-7800 x 3905

## Attachment 1

Generator requirement's (the current model is a Kohler Model 30RZG)

### **SPECIFICATIONS**

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications. Failure to provide product specifications and information may disqualify your bid. The Town of Fishkill shall be the sole judge of equivalency and acceptability. Any attachments, documents, price lists, etc. to support your bid, must include the bid number Bid specifications may not be revised without an official written addendum issued by the Town of Fishkill.

#### **Generator**

1. Provide one **industrial rated** standby emergency power generator set, transfer switch for the Deer Crossing Waste Water Pump Station 332 Old State Rd, Fishkill, NY 12524.
2. Acceptable generators or equal are Generac ZG035 or Kohler 30CCL, 120/240 VAC, three phase, natural gas with sound attenuate outdoor enclosure NEMA 3R, block heater, battery charger, 100A circuit breaker, rodent guards. Supplier shall warrantee that he has reviewed the existing load and site conditions and that the generator and switch being provided are suitable and adequate for the load under the operating conditions.
3. All products must be new models and newest model year.
4. Products must meet all Federal, State, and Local standards, laws, codes and ordinances.
5. All products shall have a minimum two-year parts and labor warranty.
6. Awarded contractor shall provide all installation instructions and wiring diagrams necessary to properly install the products.

#### **Transfer Switch**

Acceptable transfer switches are ASCO power series 300, Kohler KSS automatic transfer switch or equal including the following minimum features

1. Three-Phase 120/240 VAC
2. 104-amp capacity
3. Outdoor weather resistant enclosure NEMA 3R
4. Rodent guards
5. Heater - anti condensation

## Attachment 2

LOCATION Fishkill, NY (Deer Crossing) STATION SERIAL NO. 16-4375-T  
 OWNER James A. Klein, Inc. ENGINEER Gray, Railing & Heinsman

WET WELL MOUNTED PUMP STATION  
TECHNICAL ENGINEERING ORDER

Two Pump Station  Three Pump Station  
 Standard Top of Wet Well  Recessed  
 Suction Pipe Size 4" Discharge Valve Size 4"  
 Common Discharge Pipe Size 4"  
 Model S Piping  Below Base Plate Piping \_\_\_\_\_  
 Type Pumps 4B2D Wet Well Inside Diameter 5'-0"

ELECTRICAL SERVICE DATA

3 Phase 60 Hertz 230 Volts 4 Wire \_\_\_\_\_ KVA Transformer Required

PRODUCT OPTIONS

<input type="checkbox"/> Vapor Proof Red Light - 12 VDC <input type="checkbox"/> Vapor Proof Red Light - 120 VAC <input type="checkbox"/> Weather Proof Horn - 12 VDC <input type="checkbox"/> Weather Proof Horn - 120 VAC <input checked="" type="checkbox"/> Horn & Red Light - 12 VAC <input checked="" type="checkbox"/> Horn & Red Light - 120 VAC <input type="checkbox"/> Bell & Red Light - 120 VAC	<input type="checkbox"/> Spare Check Valve <input type="checkbox"/> Spare Vacuum Pump <input checked="" type="checkbox"/> Auxiliary Heater (4L84) <input type="checkbox"/> Tool Kit <input type="checkbox"/> Grease Gun <input type="checkbox"/> Trouble (Drop) Light - 120 VAC <input type="checkbox"/> Trickle Charger - 12 VDC <input type="checkbox"/> W. P. Alarm Silence Switch <input type="checkbox"/> Manual Reset <input type="checkbox"/> Automatic Reset  <input type="checkbox"/> Standard Hood <input checked="" type="checkbox"/> Insulated Hood <input type="checkbox"/> W. W. Ventilator
<input type="checkbox"/> Discharge Pressure Gauge _____ Common _____ Each Pump _____ Scale <input type="checkbox"/> Standard _____ Sealed _____ Suction Pressure Gauge _____ Scale <input checked="" type="checkbox"/> Float Switch Control _____ Bubbler System Control	

RECESSED WET WELL MOUNTED PUMP STATIONS ONLY

<input type="checkbox"/> Lifting Station	<input type="checkbox"/> W. W. Screening Basket	<input type="checkbox"/> Direct Air
<input type="checkbox"/> Manway Ladder	<input type="checkbox"/> Standard	<input type="checkbox"/> Stored Air (One A.C.)
		<input type="checkbox"/> Stored Air (Two A.C.)
		<input type="checkbox"/> W.W. Simulating Valve

\*Rotated \_\_\_\_\_ Degrees

\*Special Modification

<u>SALES ENGINEERING</u>	<u>Maintenance Manual Qty.</u>	<u>COMPANION JOB SERIAL NOS.</u>
<u>PREPARED BY</u>	<u>DATE</u>	<u>Rep</u> <u>1</u>
<u>C. Smith</u>	<u>12-10-90</u>	<u>Job File</u> <u>0</u>
		<u>Contractor</u> <u>5</u>

**PUMP AND MOTOR DATA**

PUMP DATA	PUMP NO. 1	PUMP NO. 2	PUMP NO. 3
Design Characteristics (GPM @ TDH)	150 @ 53'	150 @ 53'	
Pump Model	4B2D	4B2D	
Impeller	7-1/2"	7-1/2"	
Rotation	CCW	CW	
Mechanical Seal Assy (Size)	1-7/8"	1-7/8"	
Static Suction Lift	10'	10'	
Pump Serial Number			
Motor Horsepower	7.5	7.5	
R.P.M.	1760	1760	
Pump Motor Serial Number			

**FLOAT SWITCH CONTROL**

FLOAT SWITCH SETTINGS	PUMPS OFF	LOW LEVEL	HIGH LEVEL	HIGH WATER LOCAL ALARM	ALARM
S&L Part Number	4L291A	4L291A	4L291A	4L291A	
Cut-In (On) Feet		3.5	4.0	4.5	
Cut-Out (Off) Feet	1.5				

**BUBBLER SYSTEM CONTROL**

PRESSURE SWITCH SETTINGS	PUMPS OFF	LOW LEVEL	HIGH LEVEL	ALARM	ALARM
S&L Part Number					
High Level Actuation (Feet) (Elevation)					
Low Level Actuation (Feet) (Elevation)					

**ELECTRICAL CONTROL PANEL DATA**

ELECTRICAL DATA	PUMP NO. 1	PUMP NO. 2	PUMP NO. 3
Pump Motor Horsepower	7.5	7.5	
Pump Motor R.P.M.	1760	1760	
Phase/Hertz/Volts	3/60/230	3/60/230	
Pump Motor Circuit Breaker - Trip Amps	50	4L202H	4L202H
Pump Motor Starter - Size Mfg.	1	4L202H	4L202H
Overload Coil - Quantity			

- |   |  |   |             |
|---|--|---|-------------|
| <input checked="" type="checkbox"/> Std. NEMA 1 Panel                               | <input type="checkbox"/> U.L. Panel                | <input type="checkbox"/> Wiring Diagram   | C16-4375-30 |
| <input type="checkbox"/> Lighting Arrestor  | <input type="checkbox"/> Surge Capacitor           | <input type="checkbox"/> Transformer Circuit Breaker                                |             |
| <input type="checkbox"/> Main Disconnect Switch                                     | <input type="checkbox"/> Pump Running Lights       | <input type="checkbox"/> Running Time Meters Totalizing (3)                         |             |
| <input checked="" type="checkbox"/> Auto-Base 1 Base 2 Operator                     | <input type="checkbox"/> Generator Interlock Relay | <input type="checkbox"/> Prime Failure Alarm Relays                                 |             |
| <input type="checkbox"/> Running Time Meters (2)                                    | <input type="checkbox"/> W. W. Ventilator Switch   | <input type="checkbox"/> Time Delay Relay To Prevent Simultaneous Starting of Pumps |             |
| <input type="checkbox"/> Intrinsically Safe Float Switches                          | <input checked="" type="checkbox"/> Manual         | <input type="checkbox"/> Auto Reset *   |             |
| <input type="checkbox"/> Pump Failure Alarm Relays                                  |  |   |             |
| <input type="checkbox"/> Test Light & Procedure                                     |  |   |             |
| <input type="checkbox"/> Time Delay Relay To Prevent Simultaneous Starting of Pumps |  |   |             |
| <input checked="" type="checkbox"/> Panel Mounted Alarm Silence Switch              |  |   |             |
| <input type="checkbox"/> Operator Assist Alarm Sensor                               |  |   |             |

\* Special Modification

87L60 N85-96



# Attachment 3

## Town of Fishkill Insurance Plan

### INSURANCE REQUIREMENTS

The Contractor will be required to provide proof of insurance as set forth below:

- A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:
- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall not exclude coverage for:
    1. Products/Completed Operations;
    2. Independent Contractors;
    3. Commercial General Liability and Auto Liability
- A per-job site endorsement shall be in force. Self-insured retentions more than \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.
- b. **Automobile Liability**: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and. or property Damage.
  - c. **Umbrella Liability** with limits of no less than \$5,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
  - d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 each claim, \$1,000,000 per disease and in aggregate shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
  - e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.
  - f. **Professional Liability** (if applicable) with limits no less than \$1,000,000.
  - g. **Environmental Impairment Liability**: If the contract requires handling, abating, or transporting or migrating hazardous or toxic substances of any type, including but not limited to fuel oil, with limits not less than \$5,000,000 per occurrence and in aggregate for Bodily Injury, Property damage and Clean Up and Removal.
- B. The Town of Fishkill and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the General Liability and Auto Liability policies and the Certificates of Insurance shall show this applies to the General Liability and Auto Liability coverage on the certificate. For items a,b,c,f and g above ACORD certificate or equivalent is required. The certificate of insurance shall provide that ten (10) days written notice prior to cancellation or expiration shall be given to the Town of Fishkill.
- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If

- Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Town of Fishkill same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event the Town of Fishkill may in its sole discretion withhold any payment otherwise due under contract. The Town of Fishkill reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Town of Fishkill no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
  - E. The Town of Fishkill reserves the right to request copies of actual policies and endorsements to verify coverage.
  - F. The term "Contractor" shall mean and include Subcontractors of every tier.
  - G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
  - H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor's own tools, equipment and materials brought, stored or operated at the job site. The Town of Fishkill is not responsible if any of these items is lost, stolen or destroyed.
  - I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Fishkill, assigns, officers, employees, representatives and agents.
  - J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.
  - K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Town for all losses, damages, claims or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
  - L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
  - M. Any accident shall be reported to the office of the Town Supervisor as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Town of Fishkill as soon as possible and not later than 3 (three) days after the date of such accident.

## Attachment 4

### Prevailing Wage Statement Rate

The following labor standards provision are applicable to this Contract under State or local law provided, that the inclusion of such provisions in this Contract shall not be construed to relieve the Contractor from the pertinent requirements of any corresponding Federal Labor Standards Provisions of this Contract; and provided further, that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in the Federal labor standards provision of this Contract for corresponding classifications, such State or local minimum rates shall be the applicable minimum rates of pay for such classifications. (The Non-Federal labor standards provisions referred to herein need to be included only where (1) applicable State or local laws require that certain labor standards prescribed by or specifically pursuant to such laws must be set forth in, or made a part of, a contract such as this Contract, or (2) minimum rates of pay required under such laws are higher than those determined to be the prevailing salaries in the locality.



807 Route 52  
Fishkill, NY 12524-3110

## Attachment 5

(To be submitted with bid)

### Non-Collusion Statement

#### NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law Sec 103-d

“(a.) 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 to the best of his knowledge and belief:

1. ) The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for restricting competition, as to any matter relating to such prices with any other bidder 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 the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



807 Route 52  
Fishkill, NY 12524-3110

## Attachment 6

(To be signed with the contract)

### Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Subcontractor will indemnify and hold harmless the Town of Fishkill, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor, it's officers, directors, agents, employees, and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor will defend and bear all costs of defending any actions or proceedings brought against the Town of Fishkill, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable worker's compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor hereby expressly permits the Town of Fishkill to pursue and assert claims against the Contractor/Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Nature/Scope of Work Being Performed:**