

**AGREEMENT FOR MAINTENANCE SERVICES FOR TOWN
OWNED EMERGENCY GENERATORS**

THIS CONTRACT is made as of the 16th day of May 2013 by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Tower Generator Service, of 20A Canton Springs Road, Canton, Connecticut 06019 (hereinafter "Contractor").

WITNESSETH

WHEREAS, the Town has issued a Request for Proposals to provide maintenance services for Town owned generators (hereinafter referred to as the "Work"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated April 20, 2013 for the Work, a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Contractor agrees to perform all the duties and obligations under the terms and conditions as specified in the Request for Proposals attached hereto as Exhibit A and the Contractor's proposal dated April 20, 2013 attached hereto as Exhibit B.

2. Term - This Contract is for a term of thirty-six (36) months beginning on July 1, 2013 and ending on June 30, 2016. The terms of the agreement may be extended for an additional twelve (12) month period upon mutually written consent of the parties, and an amended Agreement shall be executed to reflect any revisions.

3. Payments: Payment for work fully performed is contingent upon the written approval of the Chief Administrative Officer or his/her designee (the "CAO"). The Town shall pay the invoice within 30 days of the CAO's approval of it. The Contractor shall be paid the rates as specified in Contractor's proposal dated April 20, 2013 and attached hereto as Exhibit B.

Payment on invoices received for routine maintenance services shall be paid after services are rendered during each contract year the Contract is in effect. All materials and equipment provided in connection with this Agreement shall be provided as specified in the Contractor's proposal attached hereto as Exhibit B.

The Contractor shall submit separate invoices for Routine Maintenance Services and Emergency Services performed in connection with this Agreement. Separate invoices shall also be provided for each Town owned facility and not combined into a single invoice. Copies of invoices for all material and equipment purchased shall also be provided with the invoice. Invoices shall be submitted monthly for work in the prior month.

The Town may request that invoices be modified to meet the Town's requirements or may request additional information with respect to any charges such as time slips, invoices, receipts, or purchase orders.

4. Right to Terminate - The Town shall have the right to terminate all or a portion of this Contract for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the Town's failure to appropriate and/or budget monies for the second year of this Contract, or a determination *at any time* by the CAO that proceeding with the Contract is not in the Town's interest.

In the event of termination, the Town shall be liable to the Contractor for Work performed to date and approved by the CAO in accordance with Paragraph 3, above. The Town shall have no further obligation or liability to the Contractor for any portion of the Contract terminated or for the unfunded year.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Contract. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.

6. Amendments - This Contract may not be altered or amended, except by written agreement of the parties.

7. Entire Agreement - It is expressly understood and agreed that this Contract states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Contract or attached as Exhibits hereto.

8. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

9. Warranty - Contractor warrants to the Town that the materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Town, that the Work will be free from defects and not inherent in the quality required or permitted, that the Contractor will perform the work in a good and workmanlike manner, and that the work will conform to the Agreement. Work not conforming to the Agreement will be considered defective.

10. Connecticut Law and Courts - This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Indemnification - The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from the performance of the Work. The Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Contractor shall comply with all federal, state and local laws and regulations governing this Contract, including without limitation health, safety and environmental requirements.

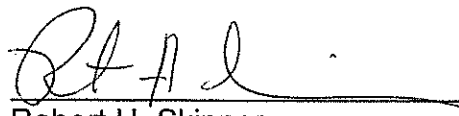
13. Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in Exhibit A, with a company or companies authorized to do business in Connecticut.

14. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Contract or any portion thereof without prior written consent of the Town.

15. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 16 day of May, 2013.

Town of Canton

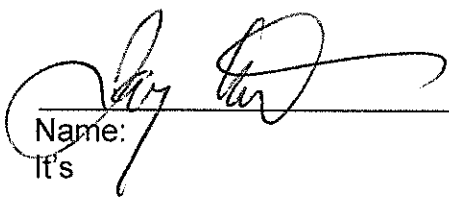


Robert H. Skinner
It's Chief Administrative Officer

5-15-13

Date

Tower Generator



Name:
It's

5/16/13

Date

TOWN OF CANTON
Preventative Maintenance Services for Emergency Generators
Fee Proposal Form

Fees below to include the total lump sump cost including all parts, travel, and labor for the 6 month inspection and 12 month preventative maintenance calls. Under no circumstances should respondents include extraneous fees on this form.

Full Company Name: Tower Generator Service

Address: 20A Canton Springs Road Canton, CT 06019

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON TOWN HALL:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 349
Total annual service fee 7/01/2014 through 6/30/2015	\$ 349
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 349

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON POLICE DEPT.:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 320
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 320
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 320

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON LIBRARY / COMMUNITY CENTER:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 395
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 395
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 395

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT COLLINSVILLE FIRE STATION:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 320
Total annual service fee 7/01/2014 through 6/30/2015	\$ 320
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 320

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT NORTH CANTON FIRE STATION:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 320
Total annual service fee 7/01/2014 through 6/30/2015	\$ 320
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 320

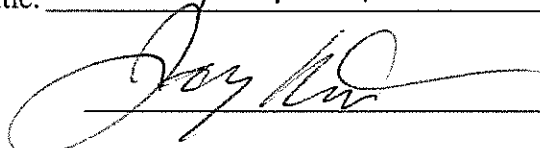
PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF PREVENTATIVE MAINTENANCE ALL LOCATIONS MENTIONED ABOVE:

	7/1/2013 - 6/30/2014	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016
Parts/Material Overhead Profit	<u>30</u> %	<u>30</u> %	<u>30</u> %
Truck & Trip Charge	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Additional mileage	\$ <u>1.50</u> /per mile	\$ <u>1.50</u> /per mile	\$ <u>1.50</u> /per mile
Labor Rate (7:00 am -4:30 pm)	\$ <u>99</u> /per hour	\$ <u>99</u> /per hour	\$ <u>99</u> /per hour
* Overtime Labor Rate	\$ <u>140</u> /per hour	\$ <u>140</u> /per hour	\$ <u>140</u> /per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the RFP to Provide Contracted Preventative Maintenance Services for Emergency Generators, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee proposal form.

Name & Title: Jay Martin General Manager

Signature:  Date: 4/20/13

If Addenda are issued after release of the Request for Proposals, the Contractor shall acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

TOWN OF CANTON
Water Pollution Control Authority
Preventative Maintenance Services for Emergency Generators
Fee Proposal Form

Fees below to include the total lump sump cost including all parts, travel, and labor for the 12 month preventative maintenance call. Under no circumstances should respondents include extraneous fees on this form.

Full Company Name: Tower Generator Service

Address: 20 A Canton Springs Rd Canton CT 06019

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY, 50 Old RIVER ROAD:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 386
Total annual service fee 7/01/2014 through 6/30/2015	\$ 386
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 386

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT TOWN BRIDGE ROAD:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 320
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 320
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 320

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT THE SHOPPES AT CANTON:

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 300
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 300
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 300

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT DYER FARMS (SPOONVILE ROAD):

Total annual service fee for 7/1/2013 through 6/30/2014	\$ 288
Total annual service fee 7/01/2014 through 6/30/2015	\$ 288
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 288


**PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE
ALL LOCATIONS MENTIONED ABOVE:**

	7/1/2013 - 6/30/2014	7/1/2014-6/30/2015	7/1/2015-6/30/2016
Parts/Material Overhead Profit	<u>30</u> %	<u>30</u> %	<u>30</u> %
Truck & Trip Charge	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Additional mileage	\$ <u>1.50</u> /per mile	\$ <u>1.50</u> /per mile	\$ <u>1.50</u> /per mile
Labor Rate (8:30 am -4:30 pm)	\$ <u>99</u> /per hour	\$ <u>99</u> /per hour	\$ <u>99</u> /per hour
* Overtime Labor Rate	\$ <u>140</u> /per hour	\$ <u>140</u> /per hour	\$ <u>140</u> /per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the RFP to Provide Contracted Preventative Maintenance Services for Emergency Generators, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee proposal form.

Name & Title: Jay Martin General Manager

Signature:  Date: 4/20/13

Acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

TOWNS OF CANTON
References Form

Directions: Provide 3 (three) recent references, preferably government.

(1) Company / Individual: Town of Canton

Address: 4 Market Street Canton, CT.

Telephone: 860-693-7863

Service Dates: 2010-2013

Services Provided: Maintenance + emergency services

(2) Company / Individual: Winchester WPCF

Address: 238 Main Street, Winsted CT 06098

Telephone: 860-379-4101

Service Dates: 2003 - Current

Services Provided: Maintenance + emergency service

(3) Company / Individual: Cheshire Public Works

Address: 84 South Main Street, Cheshire, CT 06410

Telephone: 203-271-6650

Service Dates: 2004 - Current

Services Provided: Maintenance + emergency service

Legal Notice

Town of Canton, CT
Request for Proposals to Provide Maintenance Services for Town Owned
Emergency Generators

The Town of Canton, Connecticut is seeking an appropriately licensed and qualified company and/or an individual to provide contracted preventive maintenance and emergency services for the Town emergency generators for a period of 36 months with an additional 12 month renewal option, commencing on July 1, 2013.

Proposals will be received in the Town of Canton CAO's office no later than 12:00 pm on Wednesday, April 24, 2013. The Request for Proposals may be obtained at the CAO's Office, in the Canton Town Hall during Town Hall office hours or at the Town's website, www.townofcantonct.org, under "Request for Proposals."

Contractors that are interested in being considered for this project should submit one original proposal and 3 copies to:

Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022-0168

The Town of Canton is an Equal Opportunity – Affirmative Action Employer.



TOWN OF CANTON

REQUEST FOR PROPOSALS TO PROVIDE MAINTENANCE SERVICES FOR TOWN OWNED EMERGENCY GENERATORS

RESPONSES DUE:

April 24, 2013, NOON, EST

GENERAL INFORMATION

The Town of Canton, Connecticut, (hereafter referred to as "the Town"), seek an appropriately licensed and qualified company and/or individual to provide contracted preventive maintenance and emergency services (hereafter referred to as "Generator Services") for the Town emergency generators for a period of 36 months with an additional 12 month renewal option, commencing on July 1, 2013. The successful contractor (hereafter referred to as "Contractor") shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

SCOPE OF SERVICES

The Contractor shall schedule and complete all preventative generator maintenance services during the normal business hours of 8:15 am through 4:30 pm, Monday through Friday. Contractor shall also perform all emergency generator maintenance as requested and/or approved by the Town or the Water Pollution Control Authority (WPCA) within two (2) hours of such request being made, regardless of the time of day, the day of the week, or whether or not such call is made on a holiday. The Contractor may be required to identify and retain subcontractors for specialized equipment maintenance that may be required as part of the scope of services. When providing routine and/or emergency maintenance on the Towns' emergency generators, Contractor shall use its own labor, tools and transportation.

The Contractor shall maintain accurate records of work performed; including but not limited to the following: emergency repairs, preventative maintenance, inspection reports, etc. All logs, records, reports, etc., shall be kept and maintained onsite. All logs, records, reports, etc. shall be submitted for approval by the Owner. The Contractor should also affix a tag on the generator and automatic transfer switch showing a record of maintenance and the work performed.

- Inspect Cooling System Belts, Hoses, Radiator, Radiator Cap
- Inspect and Clean Air Intake Filter and Hoses
- Inspect All Ventilation Ductwork and Louvers for Proper Operation
- Inspect General Condition of Engine for Leaks, Vibrations, and Unusual Noises.
- Inspect Condition of Exhaust System - Muffler, Flex Coupling, Condensate Drain, and Rain Cap.
- Inspect Engine Safety Devices and Pre-Alarms for Proper Operation – Time Delays, Exercise Clock, Over-Speed, Over-Crank, High Engine Temperature, Low Engine Temperature.
- Advise Town Personnel on Proper Maintenance Procedures
- Provide Written Field Service Report Indicating All Services Performed and a Description of Any Problems Found.

2. Town of Canton sites and WPCA sites

Contractor shall perform the following maintenance tasks every twelve (12) months. Work shall be completed prior to November 1st:

- Replace Spark Plugs per Manufacturer's Specifications
- Replace Ignition Points and Condenser per Manufacturer's Specifications
- Change Oil & Oil Filter
- Change Air Filter as needed
- Change Fuel Filter and Fuel Separator
- Check Distributor / Magneto. Adjust if required
- Check Starter Operation
- Check and Lubricate Governor. Adjust if required.
- Check Exhaust System
- Check Day Tank, Float Switch, and Fuel Transfer Pump Operation
- Check Engine Block Heater and Thermostat
- Check External Wiring for Wear and Tension
- Check Rotor Bearings
- Check Solid State Circuits, Rotating Diodes, and Rectifiers
- Check F/R Activator, Rotating Optics, Stationary LED or Rectifiers
- Check Static Exciter, Collector Rings, and Communicator and clean if necessary
- Check Safety Shutdowns
- Check Instruments and Calibrate As Needed
- Run generator under load where possible (authorization required)
- Test Automatic Transfer Switch and adjust and clean as needed.
- Check Logics and Connections. Adjust as required
- Check Exerciser. Adjust as required. Test unit remotely if accessible
- Lubricate Generator Bearing, Fan Shaft, Water Pump Bearing, and Governor Linkage
- Provide Written Field Service Report Indicating All Services Performed and a Description of Any Problems Found.
- All listed tasks included under the 6 month inspection of the generator sites.

combined single limit. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

Automobile Liability Insurance: Contractor shall be required to carry Automobile Liability Insurance in limits, based on the services to be provided, in limits of not less than one million dollars (\$1,000,000), combined single limits. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification Provision: The Contract shall indemnify and save harmless the Town, their officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors, or omissions in the work performed by the (name of contractor) and/or any of its subcontractors, or resulting from the nonperformance of the (name of contractor) and/or any of its subcontractors of any of the covenants and specifications of this Excavation Permit, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the (name of contractor) shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the Town.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- Contractor’s completion of all RFP requirements.
- Contractor’s experience providing generator maintenance services.
- Contractor’s professional references from prior serviced clients.
- Contractor’s ability to meet the Towns’ generator maintenance needs.
- Contractor’s Fee for Services.
- Contractor’s performance in possible interviews.
- Contractor’s Completion of a background check/ record check.

RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
RFP Issued	4/3/2013
Deadline for RFP Submission/RFP Opening	4/24/2013, Noon, EST
RFP Evaluations & possible interviews	5/1/2013
Contract Awarded	5/8/2013
Service begins	7/1/2013

Proposal Costs: All costs incurred in the preparation of the statement of qualifications will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Towns.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding on the Respondent for acceptance by the Towns for 60 days from the RFP closing date and time.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the Towns. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after this RFP's closing.

Conflict of Interest: A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Towns who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Towns, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Towns on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Towns shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Towns, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Towns unless approved by the Towns in writing. The Contractor may identify and retain subcontractors for specialized equipment that may be required as part of the scope of services.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Towns enter separately into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, each Town may cancel said contract without incurring liability, penalty, or damages.

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT NORTH CANTON FIRE STATION:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF PREVENTATIVE MAINTENANCE ALL LOCATIONS MENTIONED ABOVE:

	7/1/2013 - 6/30/2014	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016
Parts/Material Overhead Profit	%	%	%
Truck & Trip Charge	\$	\$	\$
Additional mileage	\$ /per mile	\$ /per mile	\$ /per mile
Labor Rate (7:00 am -4:30 pm)	\$ /per hour	\$ /per hour	\$ /per hour
* Overtime Labor Rate	\$ /per hour	\$ /per hour	\$ /per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the RFP to Provide Contracted Preventative Maintenance Services for Emergency Generators, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee proposal form.

Name & Title: _____

Signature: _____ Date: _____

If Addenda are issued after release of the Request for Proposals, the Contractor shall acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

**PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE
ALL LOCATIONS MENTIONED ABOVE:**

	7/1/2013 - 6/30/2014	7/1/2014-6/30/2015	7/1/2015-6/30/2016
Parts/Material Overhead Profit	%	%	%
Truck & Trip Charge	\$	\$	\$
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Name & Title: _____

Signature: _____ Date: _____

Acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Legal Notice

Town of Canton, CT
Request for Proposals to Provide Maintenance Services for Town Owned
Emergency Generators

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Contractors that are interested in being considered for this project should submit one original proposal and 3 copies to:

Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022-0168

The Town of Canton is an Equal Opportunity – Affirmative Action Employer.



TOWN OF CANTON

REQUEST FOR PROPOSALS TO PROVIDE MAINTENANCE SERVICES FOR TOWN OWNED EMERGENCY GENERATORS

RESPONSES DUE:

April 24, 2013, NOON, EST

GENERAL INFORMATION

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SCOPE OF SERVICES

The Contractor shall schedule and complete all preventative generator maintenance services during the normal business hours of 8:15 am through 4:30 pm, Monday through Friday. Contractor shall also perform all emergency generator maintenance as requested and/or approved by the Town or the Water Pollution Control Authority (WPCA) within two (2) hours of such request being made, regardless of the time of day, the day of the week, or whether or not such call is made on a holiday. The Contractor may be required to identify and retain subcontractors for specialized equipment maintenance that may be required as part of the scope of services. When providing routine and/or emergency maintenance on the Towns’ emergency generators, Contractor shall use its own labor, tools and transportation.

The Contractor shall maintain accurate records of work performed; including but not limited to the following: emergency repairs, preventative maintenance, inspection reports, etc. All logs, records, reports, etc., shall be kept and maintained onsite. All logs, records, reports, etc. shall be submitted for approval by the Owner. The Contractor should also affix a tag on the generator and automatic transfer switch showing a record of maintenance and the work performed.

Below is a list of emergency generators to be services as part of the contract:

Building Name	Location	Generator Make	Size (kW)
Town of Canton			
Town Hall	4 Market St	Onan	250
Police Dept	River Rd	Kohler	80
Library - CC	40 Dyer Ave	Kohler	250
Collinsville Fire	51 River Rd	Onan	30
North Canton Fire Department	Cherry Brook Road	Cummings	35
Canton Water Pollution Control Authority			
WPCA Plant	50 Old River Rd	Kohler	250
WPCA-Pump Station	Town Bridge Rd	Onan	30
WPCA-Pump Station	The Shoppes	Kohler	60
WPCA-Pump Station	Dyer Farms (Spoonwood Dr)	Kohler	20

The following is a list of preventative maintenance tasks the Contractor(s) shall perform at the emergency generator sites. The Contractor is to notify the Town or the WPCA prior to initiating preventative maintenance activities.

1. Town of Canton sites only

Contractor shall inspect the generator sites and perform the following tasks every six (6) months:

- Check lubricating oil. Add as required.
- Check radiator / cooling system. Add as required.
- Check fuel sediment bowl. Clean as required.
- Check air cleaner and crankcase breather
- Check warning lights
- Check fuel lines and hoses for pliability and leaks
- Check fan and fan belts for wear and tension
- Check engine block heater and thermostat
- Check, clean, and service battery
- Check battery charger. Adjust if necessary
- Check instruments
- Run generator under load where possible (authorization required)
- Inspect Automatic Transfer Switch and Generator Components
- Inspect Air Filter, Fuel Filter, Fuel System Lines, Gauges, and Fuel Separator
- Inspect Lubrication System
- Inspect Ignition System - Spark Plugs, Points, Distributor Cap, Rotor, Starter
- Perform Generator, Generator Ends, ATS, and Components Safety Check
- Perform Electrical Frequency Analysis and Adjustment

- Inspect Cooling System Belts, Hoses, Radiator, Radiator Cap
- Inspect and Clean Air Intake Filter and Hoses
- Inspect All Ventilation Ductwork and Louvers for Proper Operation
- Inspect General Condition of Engine for Leaks, Vibrations, and Unusual Noises.
- Inspect Condition of Exhaust System - Muffler, Flex Coupling, Condensate Drain, and Rain Cap.
- Inspect Engine Safety Devices and Pre-Alarms for Proper Operation – Time Delays, Exercise Clock, Over-Speed, Over-Crank, High Engine Temperature, Low Engine Temperature.
- Advise Town Personnel on Proper Maintenance Procedures
- Provide Written Field Service Report Indicating All Services Performed and a Description of Any Problems Found.

2. Town of Canton sites and WPCA sites

Contractor shall perform the following maintenance tasks every twelve (12) months. Work shall be completed prior to November 1st:

- Replace Spark Plugs per Manufacturer's Specifications
- Replace Ignition Points and Condenser per Manufacturer's Specifications
- Change Oil & Oil Filter
- Change Air Filter as needed
- Change Fuel Filter and Fuel Separator
- Check Distributor / Magneto. Adjust if required
- Check Starter Operation
- Check and Lubricate Governor. Adjust if required.
- Check Exhaust System
- Check Day Tank, Float Switch, and Fuel Transfer Pump Operation
- Check Engine Block Heater and Thermostat
- Check External Wiring for Wear and Tension
- Check Rotor Bearings
- Check Solid State Circuits, Rotating Diodes, and Rectifiers
- Check F/R Activator, Rotating Optics, Stationary LED or Rectifiers
- Check Static Exciter, Collector Rings, and Communicator and clean if necessary
- Check Safety Shutdowns
- Check Instruments and Calibrate As Needed
- Run generator under load where possible (authorization required)
- Test Automatic Transfer Switch and adjust and clean as needed.
- Check Logics and Connections. Adjust as required
- Check Exerciser. Adjust as required. Test unit remotely if accessible
- Lubricate Generator Bearing, Fan Shaft, Water Pump Bearing, and Governor Linkage
- Provide Written Field Service Report Indicating All Services Performed and a Description of Any Problems Found.
- All listed tasks included under the 6 month inspection of the generator sites.

PAYMENT

Preventative Maintenance

Contractor will be paid for the performance of preventative maintenance work after work has been completed. Cost submitted for these services to include all parts, travel, and labor. Contractor shall submit separate invoices to the Town of Canton and the Water Pollution Control Authority for these services under separate purchase orders. Contractor shall also submit separate invoices for emergency services upon completion of the work. Services such as antifreeze analysis, coolant flushing, oil sampling, etc. are considered extra work beyond normal preventative maintenance tasks.

Emergency Work

All additional charges for services rendered that are not part of preventative maintenance should be in accordance with the following terms and conditions:

1. Parts and Materials will be charged at Contractor's cost plus markup for overhead and profit. Vendor invoices will accompany all billing for parts and materials.
2. Truck and trip charges for unscheduled service visits or emergency service calls will be at the minimum truck & trip charges submitted by the contractor. Labor charges required for travel will be at a fixed rate based on travel time. Additional mileage to pick up repair parts and/or materials during emergency service calls will be charged at the per mile rate submitted by the contractor plus labor.
3. Requests for emergency services will be dispatched immediately. A licensed technician will report on site within two (2) hours of request.
4. Preventative maintenance calls will be performed by the contractor during normal business hours (8:15 AM to 4:30 PM). Contractor to provide the Town with a 24 hour notice in advance of performing any maintenance services.
5. Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.
6. All invoicing for emergency services should be submitted separately for each service call and building location.

INSURANCE & LIABILITY

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, Contractor shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP. Contractor shall provide the Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Commercial General Liability Insurance: Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate,

combined single limit. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

Automobile Liability Insurance: Contractor shall be required to carry Automobile Liability Insurance in limits, based on the services to be provided, in limits of not less than one million dollars (\$1,000,000), combined single limits. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification Provision: The Contract shall indemnify and save harmless the Town, their officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors, or omissions in the work performed by the (name of contractor) and/or any of its subcontractors, or resulting from the nonperformance of the (name of contractor) and/or any of its subcontractors of any of the covenants and specifications of this Excavation Permit, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the (name of contractor) shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the Town.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- Contractor's completion of all RFP requirements.
- Contractor's experience providing generator maintenance services.
- Contractor's professional references from prior serviced clients.
- Contractor's ability to meet the Towns' generator maintenance needs.
- Contractor's Fee for Services.
- Contractor's performance in possible interviews.
- Contractor's Completion of a background check/ record check.

RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
RFP Issued	4/3/2013
Deadline for RFP Submission/RFP Opening	4/24/2013, Noon, EST
RFP Evaluations & possible interviews	5/1/2013
Contract Awarded	5/8/2013
Service begins	7/1/2013

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request For Proposals (hereinafter, "RFP") is not a contract offer.

Proposal Submittals: Proposals must be received no later than Noon, EST, on April 24, 2013, at which time all RFP's will be publicly opened in the second floor Conference Room of the Canton Town Hall. Respondents must submit one original and three copies of proposal. Proposals may be hand delivered or mailed to:

Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022-0168

Questions about Proposal Requirements: Respondents with questions regarding this RFP may contact either of the following individuals:

Robert J. Martin
Director of Public Works
Town of Canton
(860) 693-7863
rmartin@townofcantonct.org

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be returned unopened.

Exceptions to RFP: Any and all exceptions of the Respondent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Respondent. The Towns reserve the right to accept all or part of the proposal and reject proposals which contain exceptions that are unacceptable.

Acceptance of Proposals: The Towns reserve the right to accept and reject any and all proposals in whole and/or in part and to waive informality, technical defect, or clerical error in any proposal. The Towns reserve the right to negotiate with one or more respondents as they see fit.

Proposal Costs: All costs incurred in the preparation of the statement of qualifications will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Towns.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding on the Respondent for acceptance by the Towns for 60 days from the RFP closing date and time.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the Towns. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after this RFP's closing.

Conflict of Interest: A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Towns who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Towns, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Towns on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Towns shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Towns, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Towns unless approved by the Towns in writing. The Contractor may identify and retain subcontractors for specialized equipment that may be required as part of the scope of services.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Towns enter separately into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, each Town may cancel said contract without incurring liability, penalty, or damages.

TOWN OF CANTON
Preventative Maintenance Services for Emergency Generators
Fee Proposal Form

Fees below to include the total lump sump cost including all parts, travel, and labor for the 6 month inspection and 12 month preventative maintenance calls. Under no circumstances should respondents include extraneous fees on this form.

Full Company Name: _____

Address: _____

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON TOWN HALL:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON POLICE DEPT.:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee for 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON LIBRARY / COMMUNITY CENTER:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee for 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT COLLINSVILLE FIRE STATION:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT NORTH CANTON FIRE STATION:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

**PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF PREVENTATIVE MAINTENANCE
ALL LOCATIONS MENTIONED ABOVE:**

	7/1/2013 - 6/30/2014	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016
Parts/Material Overhead Profit	%	%	%
Truck & Trip Charge	\$	\$	\$
Additional mileage	\$ /per mile	\$ /per mile	\$ /per mile
Labor Rate (7:00 am -4:30 pm)	\$ /per hour	\$ /per hour	\$ /per hour
* Overtime Labor Rate	\$ /per hour	\$ /per hour	\$ /per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the RFP to Provide Contracted Preventative Maintenance Services for Emergency Generators, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee proposal form.

Name & Title: _____

Signature: _____ Date: _____

If Addenda are issued after release of the Request for Proposals, the Contractor shall acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

TOWN OF CANTON
Water Pollution Control Authority
Preventative Maintenance Services for Emergency Generators
Fee Proposal Form

Fees below to include the total lump sump cost including all parts, travel, and labor for the 12 month preventative maintenance call. Under no circumstances should respondents include extraneous fees on this form.

Full Company Name: _____

Address: _____

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY, 50 Old RIVER ROAD:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT TOWN BRIDGE ROAD:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee for 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT THE SHOPPES AT CANTON:

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee for 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT DYER FARMS (SPOONVILE ROAD):

Total annual service fee for 7/1/2013 through 6/30/2014	\$
Total annual service fee 7/01/2014 through 6/30/2015	\$
Total annual service fee for 7/01/2015 through 6/30/2016	\$

**PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE
ALL LOCATIONS MENTIONED ABOVE:**

	7/1/2013 - 6/30/2014	7/1/2014-6/30/2015	7/1/2015-6/30/2016
Parts/Material Overhead Profit	%	%	%
Truck & Trip Charge	\$	\$	\$
Additional mileage	\$ /per mile	\$ /per mile	\$ /per mile
Labor Rate (8:30 am -4:30 pm)	\$ /per hour	\$ /per hour	\$ /per hour
* Overtime Labor Rate	\$ /per hour	\$ /per hour	\$ /per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the RFP to Provide Contracted Preventative Maintenance Services for Emergency Generators, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee proposal form.

Name & Title: _____

Signature: _____ Date: _____

Acknowledge receipt of Addenda by inserting its number and date in the Bid Form below:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

TOWNS OF CANTON
References Form

Directions: Provide 3 (three) recent references, preferably government.

(1) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(2) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(3) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

