



TOWN OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

Sealed bids for furnishing the following products and services for **Fiscal Year 2023 (July 1, 2022 through June 30, 2023)** to the Town of Wilmington, Massachusetts, will be received by mail at the Office of the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887, until:

10:00 AM on Wednesday, May 11, 2022 where and when they will be publicly opened and read:

1. Fire Hydrants
2. Valve & Curb Boxes
3. Gate Valves
4. Misc. Water Supplies
5. Ductile Iron Pipe
6. Water Quality Laboratory Services
7. Generator Maintenance
8. Instrumentation

Bid Specifications may be obtained at the Town of Wilmington Purchasing Department website:
<https://www.wilmingtonma.gov/purchasing-department>

Mail original bid to the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887. Mark each envelope: "Bid on (identify specific product) to be opened at **10:00 AM on May 11, 2022.**" Items will be opened individually so vendors bidding on multiple products should submit one envelope per item.

Quantities shown on bid sheet are approximate only and will be used for comparison of bids.

Purchases by the Town of Wilmington are exempt from any Federal, State, Municipal and/or excise tax.

The Town of Wilmington reserves the right to waive any formality and/or to reject any or all bids or any parts thereof deemed not to be in the best interest of the Town of Wilmington.

The bidder certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Jeffrey M. Hull
Town Manager

Town of Wilmington

REQUEST FOR QUOTATIONS Generator Maintenance

The Town of Wilmington is seeking price quotes for the annual maintenance and repair of standby generators. Sealed bids will be received at the Office of the Town Manager, Town Hall, Room 9, 121 Glen Road, Wilmington, Massachusetts 01887, until **10:00 AM on Wednesday, May 11, 2022** where and when they will be publicly opened and read.

Please clearly mark envelope **“Generator Maintenance – Bid Opening May 11, 2022 at 10:00 AM”**.

The following is a list of locations and type of generators to be included in this quotation:

<u>Water Division Locations</u>	<u>Make</u>	<u>Model</u>	<u>Fuel</u>
Butters Row W.T.P. (54 Butters Row)	Consolidated Power	Gen: #410DIT Engine # 12VA069046	Fuel-Oil #2
Sargent W.T.P. (11 Sewell Rd.)	Onan	Gen: #500DFYG31268E Engine # VTA28G1	Fuel-Oil #2
Browns Crossing P.S. (115 Andover St.)	Kohler	Gen: 100RZG Eng: #GM 8.1L	Natural Gas
Salem Street Well P.S (775 Salem St.)	Kohler	Gen: #35RZG Eng: #GM 4.3L	LP Gas
Shawsheen Well P.S (153 Shawsheen Ave.)	Kohler	Gen: #60RZ Eng: #LSGT875I	LP Gas
<u>Sewer Division Locations</u>			
Pilcher Drive P.S. (1A Pilcher Drive)	Onan	Gen: #60 ODGCB-L Eng: #4BT3.9	Fuel-Oil #2
Shawsheen Estates P.S. (3703 Pouliot Pl.)	Kohler	Gen: #50RZ282 Eng: #LSG875I6005A	Natural Gas
Windsor Place Sewer P.S. (92 West St.)	Kohler	Gen: #60RZG Eng: #GM-5.7L	Natural Gas
Avalon Oaks Sewer P.S (40 Ballardvale St.)	Kohler	Gen: #30RZ Eng: #CSG649I6005F	Natural Gas
Salem St. Sewer P.S (280 Salem St.)	Kohler	Gen: #30RZ82 Eng: #CSG649I6005F	Natural Gas
Trailer Mounted Gen. (115 Andover St.)	Ingersoll-Rand	Gen: #G60 Eng: #5030TF270	Fuel-Oil # 2

Lowell Street P.S (168 Lowell Street)	Kohler	Gen: #30RCL Eng: #GM97320-GA1	Natural Gas
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Public Buildings Department Locations

Middle School (23 Carter Lane)	Kohler	Gen: #300REOZD Eng: #6063TK35	Fuel-Oil #2
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Police/Fire Dept. (1 Adelaide St.)	Kohler	Gen: #100RZ Eng: #LSG875I6005A	LP Gas
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High School (159 Church St.) **requires low ash branded oil**	Caterpillar	Gen: #SR4 Eng: #G3412	Natural Gas
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DPW (135 Andover St.)	Kohler	Gen: #40REZG Eng: #GM 4.3	Natural Gas
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Firing Range (135 Andover)	Kohler	Gen: #20RESA	LP Gas
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P.S. = Pumping Station W.T.P. = Water Treatment Plant LP = Liquid Propane

- A. The annual routine maintenance of the diesel generators shall include but not limited to the following:
1. Inspect lube oil levels.
 2. Inspect all Radiator & coolant systems. (Level, condition, temperature rating, pressure test shall all be included with each generators final report). Replace all coolant as needed based on rating test. To be approved in advanced by the D.P.W. Director prior to replacing all coolant. Replace and supply any radiator caps if needed after pressure testing are required under this contract at no additional cost.
 3. Replace all radiator and coolant system filters. All filters, gaskets, O-rings, seals are to be provided under this contract at no additional cost.
 4. Start up engine and generator system with prior approval from D.P.W. personnel.
 5. Inspect and test all instrument control panels, gauges and displays for proper operation.
 6. Secure system.
 7. Change all lube oil, and all lube oil filters and all fuel filters. Clean any and all strainers as needed. All oil and oil filters, fuel filters, gaskets, O-rings or seals needed are to be provided under this contract at no additional cost. Install tune up parts if required are to be provided under this contract at no additional cost.
 8. Check fuel pressure to injectors on diesel engines.
 9. Inspect air intake systems and air filters for proper operation.
 10. Inspect turbochargers, belts (for pliability, cracks and wear), hoses and hose connections.
 11. Mechanically fail all safety systems that are high water temperature, low oil pressure, over speed and over crank where possible.
 12. Operate the system, verify the operation of the A.T.S. (automatic transfer switch), do a visual inspection of the interior of the A.T.S. housing, to insure no visual defects exist.

13. Inspect and operate all relays to insure that they function properly and verify the operation of the warning systems and timing systems.
14. Secure system and place in automatic mode.
15. Inspect functional testing of automatic transfer switches; related switch will be performed at the customer's request during the annual inspection.
16. Inspect generator brushes, exciter, stator and rotor. Adjust voltage output and frequency as required.
17. Inspect lead splices of circuit breakers.
18. Inspect fuel supply system including piping, hoses, and solenoid valves, check valves and transfer tank(s) where applicable, change any filters on the day tank system.
19. Inspect exhaust system and drain condensation as required.
20. Inspect battery charger operation and charge rate.
21. Inspect battery(s) electrolyte level and measure the specific gravity. Clean battery terminals and lube to prevent corrosion.
22. Inspect transfer switch main contacts.
23. Inspect and CLEAN over speed sensors on each generator set.
24. Operate generator under load conditions for proper operation, with prior approval from D.P.W. Personnel.
25. Conduct separate training sessions with D.P.W. personnel for proper inspection, set-up and operation of all generator sets is required under this contract at no additional cost. The training location sites and times will be assigned by the Town of Wilmington D.P.W. The total time needed for multiple training sessions is estimated to be no more than 8 total hours.
26. Prepare and submit within 1 week to the D.P.W. Director a report covering all items the service technician inspected, replaced, observed and adjusted for every generator set completed.

- B. Routine maintenance calls shall be Monday through Friday between the hours of 7:00 AM to 3:00 P.M.
- C. An hourly labor rate for work done outside the scope of the contract as directed by the D.P.W. Director, or his designee, shall be included. The labor rates shall also include any premium rates with a description (i.e., overtime, holiday, Sunday's etc.)
- D. The contract will be awarded to the vendor offering the lowest total price for the annual routine maintenance service (Section A) for all locations and generators.**
- E. There is no price sheet attached within this document so bidders shall provide price breakdown on their company letterhead.**

F. Separate accounts must be set up for accounting purposes. Invoicing will be broken down into three division groups as follows:

Water Stations: Contact – Joe Lobao (978-658-4481)

- Butters Row W.T.P. (54 Butters Row)
- Sargent W.T.P (11 Sewell Road)
- Browns Crossing Wellfield P.S. (115 Andover Street)
- Shawsheen Avenue Wellfield P.S. (153 Shawsheen Avenue)
- Salem Street Wellfield P.S. (775 Salem Street)

Sewer Stations: Contact – Joe Lobao (978-658-4481)

- Pilcher Drive Sewer P.S. (1A Pilcher Drive)
- Shawsheen Estates Sewer P.S. (3703 Pouliot Place)
- Windsor Place Sewer P.S. (92 West Street)
- Avalon Oaks Sewer P.S. (40 Ballardvale Street)
- Salem St. Sewer P.S.(280 Salem St. - Next to Railroad Tracks)
- Trailer Mounted Generator (115 Andover Street)
- Lowell Street Sewer P.S. (168 Lowell Street)

Public Buildings: Contact – Brian Scoutin (978-658-3017)

- Middle School (23 Carter Lane)
- Police/Fire Dept. (1 Adelaide Street)
- High School (159 Church Street)
- DPW Operations (135 Andover Street)
- Firing Range (135 Andover Street)

G. The contract period shall be for the time period of July 1, 2022 through June 30, 2023.

H. The Town reserves the right to reject any or all bids or any part(s) thereof not deemed in the best interest of the Town of Wilmington.

TOWN OF WILMINGTON, MASSACHUSETTS

SAMPLE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____, Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
 6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
 7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
 8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
 9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such

termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF WILMINGTON, MA

By its: Town Manager

Town Accountant

Jeffrey M. Hull

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)