

TOWN OF BERNE
NEW YORK



INVITATION TO BID

TOWN OF BERNE

STANDBY GENERATOR PARTS, PREVENTATIVE MAINTENANCE AND REPAIR

Bid Number: [2026-06]

I. Notice to Bidders

The Town of Berne, Albany County, New York, is soliciting sealed bids for **Standby Generator Parts, Preventive Maintenance and Repair** in accordance with New York State General Municipal Law §103. This sheet is to be filled out in connection with this bid solicitation.

- I. Notice to Bidders _____ Pages #2 - #5 .
- II. Technical Specifications _____ Pages #6 - #8 .
- III. Standard Conditions _____ Pages #9 - 15 .
- IV. Bid Proposal: _____ Pages #16 - #20 .
- V. Non-Collusion Affidavit: _____ Pages #21 - #23 .

I, _____, have received a complete specification
(Company or Firm)
according to the above information.

_____ Signature

_____ Official Title

_____ Address

_____ City, State, Zip Code

This sheet must be submitted with your security deposit and bid sheet.

NOTICE TO PROSPECTIVE BIDDERS

The TOWN BERNE, NY is soliciting sealed bids for the goods and services described in these specifications.

GENERAL DESCRIPTION: Standby Generator Parts, Preventative Maintenance and Repair

ADVERTISEMENT DATE: April 28, 2026

BID SUBMISSION DEADLINE: May 12, 2026; 12:00 Noon

BID OPENING: May 12, 2026; 1:30 pm

SUBMIT SEALED BIDS TO: Town Clerk
Town of Berne
PO Box 57 (1656 Helderberg Trail)
Berne, NY 12023
The face of the envelope must contain the name of the bidder with return address and the contract title.

BID DOCUMENTS: May be examined at Office of Town Clerk during normal posted hours

BID DEPOSIT: A Bid Deposit **IS NOT** required.

NOTE: If either the bid deposit is not submitted with the bid, the bid may be deemed incomplete and may not be considered.

BOND REQUIREMENT: A performance bond is NOT required.

PREVAILING WAGE RATE: The successful bidder must comply with Sections 220-223 of the New York State Labor Law

FOR MORE INFORMATION: Kristin De Oliveira, Town Clerk
Phone: (518) 872-1448

1. TOWN shall refer to the Town of Berne, NY. VENDOR, CONTRACTOR or BIDDER shall refer to the entity engaged in the field of commerce specializing in the area described herein.
2. **Submission:** Bids must be submitted in a sealed envelope clearly marked:
“BID – STAND BY GENERATOR PARTS, PREVENTATIVE MAINTENANCE AND REPAIR”
3. **Late Bids:** Late bids will not be accepted.
4. **Right to Reject:** The Town reserves the right to reject any or all bids, waive informalities, and accept the bid deemed in the best interest of the Town.
5. **Award:** Contracts will be awarded to the lowest responsible bidder meeting specifications, unless “best value” procurement is authorized and specified.
6. **Prevailing Wage Rate:** The successful bidder must comply with Sections 220-223 of the New York State Labor Law
7. **Compliance:** All purchases are subject to the provisions of NYS GML §103 and applicable to federal, state, and local laws.
8. Prepare your bid on this form using black ink or typewriter. Write the name of your company on each page of the bid, in the space provided.
9. If your bid deviates from the specifications, please explain such deviations or qualifications in full. Attach a separate sheet setting forth such explanation if necessary. The Town reserves the right to determine if a bid is unresponsive. The Town will not make any determinations of item equivalency prior to the bid submission date.
10. Sign the bid. By signing, you indicate full knowledge and acceptance of the General Specification and other requirements of the Bid Proposal. The bid must be completed in the name of the bidder, corporate or other, and must be fully and properly executed by an authorized person. Bids shall remain valid for 45 days from the date of the bid opening.
11. The Town of Berne reserves the right not to award a contract. Due to the project’s complexity, unpredictable timing and potential emergent nature of the services required, the Town reserves the

right to make multiple awards. Award(s) to contract will be made only to the lowest responsible bidder(s), whose proposal shall comply with all the provisions required to make it normal. Award(s) will be based on **NORMAL SHOP RATE** provided by responsible bidders.

12. The Town reserves the right to reject any or all proposals, and may advertise for new proposals, if in its opinion the best interests of the Town will thereby be promoted. The bidder must be prepared if requested by the Town to present evidence of experience, ability and financial standing, as well as a statement as to plant and machinery.
13. For materials and supplies separately sold to the Town for incorporation into work under this Contract, the Town is exempt from all sales tax and compensating use tax of the State of New York. The purchase by the Contractor or by subcontractors of materials for incorporation into the work under this Contract will be a purchase or procurement for resale to the Town and therefore not subject to the aforementioned sales compensating use tax. All bids prices by the Contractor as well as all subcontract agreements made by the Contractor shall separate the costs of materials from all other costs involved in the incorporation of such materials into the work under this Contract.
14. The Contractor shall, upon request by the Town, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or subcontractors for incorporation into the work under this Contract. Upon delivery of all materials to the site, the Contractor shall mark or otherwise identify all materials to be incorporated into the work under this Contract. Only those materials so identified will be under this Contract. Only those materials so identified will be exempt from sales or compensating use tax under this specification.
15. This exemption does not apply to machinery, equipment, tools or other items purchased, leased, rented or otherwise acquired for use of the Contractor, even though said equipment is used either entirely or in part on this Contract. This exemption shall apply only to materials fully incorporated into the work under this Contract as accepted and approved by the Town Board.
16. All costs incurred by a bidder or proposer in the preparation, submission, or presentation of a bid or proposal, including but not limited to costs associated with interviews, demonstrations, negotiations, or contract development, shall be borne solely by the bidder or proposer. The Town shall not be liable for any costs, expenses, or losses incurred by any bidder or proposer in

NOTICE TO PROSPECTIVE BIDDERS

connection with the development, submission, or consideration of any bid or proposal, regardless of whether the Town awards a contract, withdraws the solicitation, rejects any or all bids or proposals, or modifies or reissues the solicitation. By submitting a bid or proposal, the bidder or proposer expressly waives any and all claims, demands, actions, or causes of action against the Town, its officers, employees, agents, or consultants arising out of or relating to the preparation, submission, or evaluation of the bid or proposal, including but not limited to claims for reimbursement of costs or damages of any kind.

II. Technical Specifications

It is the intent of the Town of Berne to solicit bids for Standby Generator Parts, Preventative Maintenance and Repair. All Town Departments will be authorized to utilize this service contract. The nature of the services requires expedient action by the vendor to ensure minimal downtime, environmental compliance, and high standards of maintenance and repair. The following task items are not exclusive; the vendor will be tasked with maintaining and repairing the equipment based on their knowledge, experience and OEM recommendations.

- A. LOCALE: The bidder must have an established business located within a 40 mile radius of the TOWN OF BERNE NY.
- B. PARTS/MATERIALS: Parts and materials provided under this service contract shall be OEM parts and shall be provided at the rate discounted from retail as cited on the bid form. Town reserves the right to supply parts and/or materials to the bidder or to purchase parts and materials from any federal, state or local government contract where it is more economically advantageous to the Town. Any and all parts, materials and liquids required under this service shall be supplied and/or purchased by the successful bidder as an agent of the Town. State contracts and fleet rates shall be utilized where applicable.
- C. MAINTENANCE AND REPAIRS: All repairs must be accompanied by a completed report detailing the repair, number of hours required to perform the work and a list of parts and/or materials (see section G Record Keeping for more information). No work exceeding \$500.00 shall be performed without the prior approval of the Town Board. The bidder shall only incur labor costs for the actual time spent on the repair or maintenance. Labor costs shall be charged / displayed in fifteen (15) minute increments.
- D. LABOR RATES
 - 1) The “Normal Labor Rates” will be paid during regular business hours. All work is to be performed on an eight (8) hour a day schedule, Monday through Friday.
 - 2) The “Emergency Labor Rates” will be paid during weekends and holidays or outside regular business hours where necessary. Work during these periods must be pre-approved by the Highway Superintendent or his designee.
 - 3) The “Hourly Mobilization Rate” will be paid for travel time from the Vendor’s place of business to the job site. The rate shall include all costs associated with mobilization including fuel, equipment, labor, tolls, etc. Fuel surcharges will not be allowed.
- E. RECORD KEEPING: Records of all generators on the contract shall be kept on a computer file and shall be designated by unit number, year, model, All services, repairs, parts and materials, labor hours as well as shipping costs, parts prices and repair rates shall be listed, subtotaled and totaled at the end of invoice for final cost of repair. The invoice shall then be dated and provided to the Town in duplicate. The duplicate invoice shall accompany every vehicle at the time of

Standby Generator Parts, Preventative Maintenance and Repair

completion of service or repair and the hard copy shall be sent with the monthly voucher. In addition, a written statement must be submitted on a monthly basis and must include invoice number, date of service and cost of repairs for all work done in the respective month. Failure to submit a monthly statement will affect timely payment and it is at the Town's discretion to deny payment on invoices that are submitted to the Town more than thirty (30) days after work is performed.

- F. WARRANTY: There shall be a minimum of a thirty (30) day warranty on all work performed. All parts shall have a manufacturer's warranty where applicable. If none is available the vendor must provide a minimum thirty (30) day warranty. Any work that is deemed inferior or unacceptable by the Town Board or the Town Boards designee shall be corrected at no additional cost to the Town.
- G. PERFORMANCE: All repairs shall be made within five (5) working days, unless the bidder notifies and receives approval from the Town Board or the Town Board's designee that additional time is necessary. If the work is not completed in a timely manner, the Town reserves the right to utilize another vendor for the repair. The Town Sewer District and other Town Departments conduct business 24 hours per day. A timely turnaround of repairs is necessary and very important to the success of uninterrupted services provided by the Town of Berne.
- H. CONTRACTOR QUALIFICATIONS: The successful Bidder shall demonstrate adherence to the following minimum qualifications:
1. Bidder has ten (10) years of professional experience in completing the tasks assigned under this solicitation. Bidder to provide evidence of compliance;
 2. The Bidder will have a minimum of five (5) professionally trained staff to complete the tasks assigned under this solicitation. Bidder will provide evidence of compliance.
 3. Bidder has sufficient facilities, equipment, associated tools and inventory to complete the tasks assigned under this solicitation.
 4. Bidder has access to Original Equipment Manufacture's (OEM) or equivalent parts, fluids, lifting apparatus, disposal facilities and safety equipment.
 6. Bidder will be certified by the OEM to conduct work on OEM products. Bidder will provide factory certified mechanics to conduct work. Bidder will provide evidence of compliance
- I. Service provider shall provide two (2) scheduled site visits per year spaced approximately six (6) months apart to perform maintenance services. Second site visit shall be completed by October 31 of the respective year in preparation of winter. Service provider shall supply all labor, equipment, and materials to perform maintenance service. For scheduling the Town Clerk must be contacted at least ten (10) business days in advance of each service maintenance visit. After each service, provide a detailed report of actions/findings for each item listed, including additional items the technician determines to be pertinent within two (2) weeks of service call.
- J. Service provider should have available all necessary parts & supplies required for normal service work to avoid return trip charges. An emergency service labor rate, as well as a non-emergency service labor rate shall also be submitted and be in place during the term of this contract.

K. LIST OF MAINTENANCE ACTIVITIES:

FREQUENCY	ENGINE LUBRICATION SYSTEM
SEMI ANNUAL	CHECK FOR LEAKS
SEMI ANNUAL	CHECK ENGINE OIL LEVEL
SEMI ANNUAL	CHECK ENGINE OIL P.S.I.
ANNUALLY	CHANGE LUBRICATING OIL FILTER
ANNUALLY	CHANGE LUBRICATING OIL & TAKE SAMPLE FOR TESTING
FREQUENCY	ENGINE COOLING SYSTEM
SEMI ANNUAL	CHECK FOR LEAKS
SEMI ANNUAL	CHECK RADIATOR FOR AIR RESTRICTIONS
SEMI ANNUAL	CHECK OPERATION OF COOLANT HEATER
SEMI ANNUAL	CHECK ALL HOSES AND CONNECTIONS
SEMI ANNUAL	CHECK COOLANT LEVEL
SEMI ANNUAL	CHECK COOLANT TEMPERATURE (ENGINE OFF AND AT OPERATING TEMP)
SEMI ANNUAL	CHECK BELT CONDITION AND TENSION
SEMI ANNUAL	CHECK ANTIFREEZE CONCENTRATION OR DCA LEVEL, ADJUST AS NECESSARY
OEM RECOMMENDATION	CHANGE COOLANT FILTER (IF APPLICABLE)
SEMI ANNUAL	CHECK RADIATOR CAP AND THERMOSTAT FOR PROPER OPERATION
FREQUENCY	ENGINE AIR INTAKE & EXHAUST SYSTEM
OEM RECOMMENDATION	CHANGE AIR CLEANER
SEMI ANNUAL	CHECK & CLEAN AIR CLEANER ELEMENT
SEMI ANNUAL	CHECK ALL INTAKE PIPING FOR INTEGRITY (CRACKS ETC.)
SEMI ANNUAL	CHECK & CLEAN CRANKCASE BREATHER ELEMENT
SEMI ANNUAL	CHECK FOR EXHAUST LEAKS & CONDENSATION IN DRAIN TRAP WHERE PROVIDED
SEMI ANNUAL	CHECK AND ADJUST EXHAUST RAINCAPS WHERE PROVIDED
FREQUENCY	ENGINE FUEL SYSTEM
SEMI ANNUAL	CHECK DAY TANK, FUEL LINES & CONNECTIONS FOR LEAKS
ANNUAL	CHANGE ALL FUEL FILTERS
SEMI ANNUAL	CHECK DAY TANK FUEL LEVEL
SEMI ANNUAL	CHECK FUEL TRANSFER PUMP
SEMI ANNUAL	DRAIN WATER SEPERATORS WHERE PROVIDED
SEMI ANNUAL	CHECK GOVERNOR CONTROL LINKAGE / CHECK GOVERNOR OIL / CHECK ISOCHRONOUS
FREQUENCY	ENGINE ELECTRICAL SYSTEM
SEMI ANNUAL	CHECK BATTERY ELECTROLYTE LEVEL & CLEAN TERMINALS
SEMI ANNUAL	CHECK BATTERY CHARGING SYSTEM D.C. VOLTAGE FLOAT & ALTERNATOR
SEMI ANNUAL	CHECK ENGINE STARTER AND RELATED COMPONENTS
FREQUENCY	CONTROLS & SWITCHING GEAR
SEMI ANNUAL	CHECK EXERCISER
SEMI ANNUAL	CHECK ALL OPERATIONAL INSTRUMENTATION
SEMI ANNUAL	CHECK AUTOMATIC TRANSFER SWITCH
SEMI ANNUAL	CHECK THAT ALL SWITCHES ARE RETURNED TO AUTOMATIC MODE
FREQUENCY	GENERAL
OEM RECOMMENDATION	ANY UNSPECIFIED MANUFACTURER REQUIRED MAINTENANCE FOR PROPER OPERATIONS
SEMI ANNUAL	CHECK GENSET HOUSING FOR RODENT INTRUSION
SEMI ANNUAL	CHECK GENERAL GENSET SITE CONDITIONS / SECURITY / OTHER THREATS (IE: FLOODING, ETC.)

L. GENERATOR LOCATIONS: Generator locations include but are not limited to:

1. Town Hall
2. Sewer Department
3. Trail Pumps (State Route 443)
4. Community Center
5. Library
6. Highway Garage

M. TECHNICAL QUESTIONS: Technical questions should be made in writing to:

Joseph Giebelhaus
Town Supervisor
PO Box 57 (1656 Helderberg Trail)
Berne, NY 12023
supervisor@berneny.gov

III Standard Conditions

- A. TAX PROVISIONS: Purchases made by the Town are not subject to state or local taxes or federal excise taxes. There is no exemption from paying the New York State truck mileage, unemployment insurance, or Federal Social Security taxes. The official Town of Berne purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction as exempt from sales tax under Section 116(a)(1) of the Tax Law.

For tax free transactions, the Town registration number is: Federal Tax Exemption #14-6002083.

- B. NON-COLLUSIVE BIDDING CERTIFICATION: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly 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.

NOTE: Section 103-d of the General Municipal Law provides that every bid made to the Town where competitive bidding is required by statute, rule regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Town, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting completion.

The fact that a bidder has published price lists, rates or tariffs covering items being procured, has informed prospective customers or proposed or pending publication of new or revised price lists

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for such items, or has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of paragraphs (1), (2) and (3) above.

Any bid hereafter made to the Town by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

C. ADHERENCE TO SPECIFICATIONS: The entire bid is understood to be in accordance with the specification and this proposal, unless the bidder explains otherwise in detail. The Town reserves the right to request clarification and additional information where deemed necessary.

D. INTERNATIONAL BOYCOTT: In accordance with Section 200-f of the Labor Law, the Contractor agrees, as a material condition of the contract:

(a) That neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in any international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder:

(b) That if the Contractor or any substantial owner or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the Contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

E. QUALIFICATIONS OF BIDDERS: The Town reserves the right to reject any bids where qualifications, financial standing, equipment, personnel or facilities of the bidder or any subcontractor are not satisfactory.

a) Any bidder proposing to subcontract any operation must submit a listing of their own facilities, including number of personnel and equipment, plus a letter from any proposed subcontractor containing the following information:

- Certification that he/she is aware he/she has been named as a proposed subcontractor;
- a statement that he/she is capable of fulfilling the operations for which he/she has been named as a subcontractor in complete accordance with the specification.
- A complete listing of his facilities, equipment and number of personnel. The Town reserves the right to inspect the bidder's facility and perform such investigations as may be deemed necessary.

Failure of bidder to submit the required letter(s) may be cause for rejection of bid.

b) After an award has been made, there shall be no sub-contracting allowed without written consent of the Town other than the operations that have been approved and specified in the award.

c) No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of contract, any bidder is required to show that he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains items for material or work the character of which will depend upon the contractor's skill or experience, he is required to show proof that he has a satisfactory record of similar work performed of materials furnished. Bidders will be required to furnish the Town of Berne with sworn statements as to their experience.

- F. HOURS AND WAGES: Pursuant to Article 8 of the New York State Labor Law, no laborer, workman, or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight (8) hours in any day or than five (5) days in any one week except in such emergency. The wages to be paid for a legal day's work to laborers, workmen or mechanics performing work upon the contract shall not be less than the prevailing rate of wages as defined in Article 8 of the Labor Law. Additionally, each laborer, workman or mechanic employed by the contractor, subcontractor or other person performing the contract shall be provided the supplements required by that Article.
- G. DECISION OF THE TOWN: In any event, the decision of the Town, regarding the qualifications of bidders or subcontractors to accomplish the contract shall be final.
- H. BOND REQUIREMENT: The Town does not require a Performance Bond for this project
- I. INDEMNIFICATION: For the purpose of this section, the terms Contractor and Town shall include the officers, employees, subcontractors, respective agents or anyone else acting in their behalf. The Contractor agrees to assume the risk of all damage, loss, costs or expense, and agrees to indemnify and hold harmless the Town from and against any liability, damage, loss or expense which may accrue to be sustained by the Town on account of any claim, suit, or action brought against the Town for the death of or injury to persons or destruction of property involving the Contractor sustained in connection with performance of the contract arising from any cause whatsoever (including without limitation , falls form scaffolding, ladders, catwalk, beams or other high places; mishaps involving cranes, booms, elevators, trucks or other equipment; all liability imposed upon the Town by Section 240 of the New York State Labor Law; injuries resulting from electrical shock; and failure of or defect in any equipment, instrument or device supplied by the Town to the

Contractor) except negligence or willful misconduct of the Town or its' employees acting within the scope of employment.

- J. INSURANCE: This contract shall be void and of no effect unless the Contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and Contractor shall maintain such insurance policies as will protect themselves, their subcontractors and, unless specified otherwise, the Town of Berne, New York (the owner), including their agents, servants and employees and the Engineer as additional named insured, from any and all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this contract whether such operations be by himself/herself or by any subcontractor or anyone employed by him/her directly or indirectly, or any other party who may be injured, claim injuries or die.

The following insurance policies are required:

- (1) Statutory Worker's Compensation

- (2) Public Liability and
Property Damage

Automotive Liability

<u>Bodily injury</u>		<u>Bodily Injury</u>	
Each occurrence	\$1,000,000	Each person	\$1,000,000
Aggregate	\$1,000,000	Each accident	\$1,000,000
<u>Property Damage</u>		<u>Property Damage</u>	
Each occurrence	\$1,000,000	Each accident	\$ 500,000
Aggregate	\$1,000,000		

Such policies to insure:

- a) Contractor's Public Liability & Property Damage, including explosion, collapse and underground hazards.
- b) Contractors Protective Liability & Property Damage.
- c) Completed Operations Liability & Property Damage.
- d) Contractual Public Liability & Property Damage.
- e) Automobile Public Liability & Property Damage insuring all owned and non-owned automotive vehicles and equipment.

(3) Owners Protective Liability & Property Damage - The Contractor shall take out and furnish to the owner and maintain and pay for during the life of this contract, complete Owner's Protective Liability Insurance and shall provide certificates of insurance dated within ten (10) days of the signing of the contract, protecting the Owner, its agents, servants and employees and the Engineer as additional named insured, from any and all claims for personal injury, death or property damage arising out of the operations of the

Contractor and his/her subcontractor on this job. The limits of liability shall be the same as specified under (2) above for the Contractor's Public Liability and Property Damage Insurance.

(4) Fire Insurance - In addition to such fire insurance as the Contractor elects to carry for his/her own protection, he/she shall secure and maintain in the name of the owner, policies upon such structures and materials and in such amounts as shall be designated in the information of Bidders. The policies shall be delivered to the Owner.

(5) The original Owner's Protective Liability insurance policy and certificates and/or copies of policies of such insurance specified above shall be furnished to the Owner prior to commencement of the work. All policies shall be secured from a company or companies which are satisfactory to the Owner and licensed to issue such policies in the State of New York. All policies and certificates shall contain an unequivocal statement that not less than thirty (30) days written Notice of Cancellation of any insurance shall be given to the Owner.

- K. PRIOR PERFORMANCE: No bid shall be accepted from or contract awarded to any person who is in arrears to the Town, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said Town, nor shall a bid be accepted or contract awarded to any contractor whose performance of any previous contract was unsatisfactory.
- L. NON-PERFORMANCE: If the Contractor fails at any time performing work required by this contract within the time limits specified, the Town shall have the right to terminate the contract upon ten (10) business day's written notice to the Contractor.
- M. TERMINATION: Notwithstanding any provisions of this Bid, the TOWN shall have the right at any time, with or without cause, to terminate the resulting Contract and the services contemplated by this Bid on thirty (30) days written notice of such termination. In the event of such termination of the resulting Contract, the contract term shall be changed accordingly and the Contractor shall be entitled to compensation for all services theretofore authorized and performed pursuant to the resulting Contract in accordance with the resulting Contract.
- N. INCORPORATION OF TERMS: All provisions of the Bid Specifications shall be incorporated into a contract which shall be executed by the Contractor to whom the bid was awarded and the Town.
- O. EQUIVALENCE: This bid specifications as set forth are intended to be descriptive and the Town will consider bids from any vendor who can meet or exceed the specifications listed in the bid proposal as they relate to quality durability and performance. Deviations will not disqualify a bid where deviations are minor and do not affect quality, durability or performance. Any such deviations from bid specifications must be explained on the vendor's bid submissions. The Town's decision will be final in any case where a product is to be considered as equal to the specifications.

- P. SILENCE OF SPECIFICATION: The apparent silence of this specification and any supplemental specification as to the details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

Q. STATEMENT OF NON-INVESTMENT IN THE IRANIAN ENERGY SECTOR

Pursuant to General Municipal law § 103-g, by submitting 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>.

If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

- R. AWARDING THE CONTRACT The TOWN OF BERNE reserves the right not to award a contract. Due to the project's complexity, unpredictable timing and potential emergent nature of the services required, the Town reserves the right to make multiple awards. Award(s) to contract will be made only to the lowest responsible bidder(s), whose proposal shall comply with all the provisions required to make it normal. Award(s) will be based on the **NORMAL SHOP RATE** provided by responsible bidder
- S. INVOICE PROCEDURES: Upon completion of the work task, an invoice and Town voucher shall be delivered or mailed in duplicate to:

Town of Berne Office of Town Clerk
PO Box 57 (1656 Helderberg Trail)
Berne NY 12023

- T. SUBMITTALS: Vendor shall provide schedule of unit prices for all services, personnel and materials that may be utilized in the scope of this contract; that schedule of values will be incorporated into the scope of services.
- U. CONTRACT TERM: The contract will commence on or about March 15, 2026 and will terminate close of business December 31, 2026. The Town will have the option to extend the contract for two (2) one (1) year periods. If this option is exercised, the first extension period will commence

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January 1, 2027, and terminate close of business December 31, 2027. The vendor will be notified in writing prior to December 31, 2026 of this extension. The second extension period shall commence January 1, 2028 and terminate December 31, 2028. The vendor will be notified in writing prior to December 31, 2027 of this extension.

V. EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

It is the intent of this request for bid that all political subdivisions and districts located in the State of New York be entitled to make purchase of materials, equipment or supplies from this resulting bid award.

All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entity must furnish the successful bidder with the proper tax exemption certificates or documentation of tax exempt status.

The sole responsibility in regard to the performance of the bid, or any obligation, covenant, condition or term thereunder by the successful bidder and participating entities will be borne and is expressly assumed by the successful bidder and the participating bidder and not by the Town. In the event of failure, or breach in performance of any such bid by the participating entity or the successful bidder, the Town, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and terms and conditions of this bid

IV. Bid Proposal

DATED: APRIL 28, 2026

GENERAL DESCRIPTION: STANDBY GENERATOR Parts, Preventative Maintenance and Repair

CONTRACT PERIOD: MAY 15, 2026 through DECEMBER 31, 2026

BID OPENING DATE: MAY 11, 2026

LOCATION: TOWN HALL, OFFICE OF TOWN CLERK

TIME: 12:00 pm

INQUIRE WITH: Town Clerk's Office
PO Box 57 (1656 Helderberg Trail)
Berne, NY 12023

BIDDERS NAME: _____

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER: _____

BIDDER ADDRESS:

Street _____
City _____
County _____
State _____
Zip Code _____

Does any state officer or any officer or employee of the Town of Berne or County of Albany have any affiliation or interest in this bid proposal? If so, set forth the name, address, nature and extent of the affiliation or interest of an officer/employee.

We are not submitting a bid _____.

Bidders Signature _____

Official Title _____

Printed or Typed Copy of Signature _____

Telephone Number _____

BID SHEET

The undersigned Bidder, having familiarized himself/herself with the specification and the Bid documents as prepared by the Town of Berne, and on file in the Office of the Town Clerk of the Town of Berne, New York, hereby proposes to provide the services and materials in accordance with the Bid Documents, and Technical specifications ****Price shall include base warranty, freight and delivery charges. All items indicated as 'Rate' shall be defined as all payroll, overhead, tools, equipment and profit associated with the task. Contractor may apply the Consumer Price Index to labor and parts to each annual extension (Item #7). Discounts and Mark-ups are for parts and materials and are to be applied to published parts fee schedules (Item #8). If the vendor offers a lump sum fee schedule for specific tasks (i.e. radiator flush), please include that schedule of pricing in the bid response (item 12).*

VENDOR NAME: _____

1. **NORMAL SHOP RATE** \$ _____ /HOUR
(Monday - Friday; Normal Business Hours) (Written in numbers)

Written in words _____
_____ Per Hour

2. **NORMAL FIELD RATE** \$ _____ /HOUR
(Monday - Friday; Normal Business Hours) (Written in numbers)

Written in words _____
_____ Per Hour

3. **EMERGENCY SHOP RATE** \$ _____ /HOUR
(Overtime, Weekends, Holidays) (Written in numbers)

Written in words _____
_____ Per Hour

BID SHEET

VENDOR NAME: _____

4. **EMERGENCY FIELD RATE** \$ _____/HOUR
(Overtime, Weekends, Holidays) (Written in numbers)

Written in words _____
_____ Per Hour

5. **MILEAGE RATE FOR MOBILIZATION** \$ _____/MILE
(Written in numbers)

Written in words _____
_____ Per Mile

6. CONSUMER PRICE INDEX INCREASES

CPI INCREASES	EXTENSTION #1	EXTENSION #2
LABOR	%	%
PARTS	%	%

BID SHEET

VENDOR NAME: _____

7. REPLACEMENT OEM PARTS/PARTS PURCHASES

Discount from Retail/MSRP/LIST Price _____ %

*** NOTE: Bidder shall provide digital catalogue with retail pricing for all replacement parts along with bid submission. All information requested in the bid package, including bid security must be completed in full. Incomplete bid submissions may be disqualified and not considered.**

8. VENDOR EMPLOYS CERTIFIED TECHNICIANS –

YES _____ NO _____

9. DO ANY EXCLUSIONS/DEVIATIONS EXIST FROM THE TECHNICAL SPECIFICATIONS PROPOSED?

YES _____ (please explain on separate sheet) NO _____

10. HAVE YOU PROVIDED A SCHEDULE OF FEES FOR SERVICES OR MATERIALS NOT LISTED ON THE BID SHEET?

YES _____ NO _____

11. HAVE YOU ATTACHED THE TERMS OF THE WARRANTY INCLUDED IN THE TOTAL PRICE WRITTEN ABOVE?

YES _____ NO _____

BID SHEET

VENDOR NAME: _____

- 1) The Town reserves the right to award the contract in whole or in part to one or more vendors to the lowest responsible bidder. The Town further reserves the right to not make an award if it is in the Town's best interest to do so.
- 2) If written Notice of Award is mailed, telegraphed or delivered to the undersigned Bidder within forty-five (45) days after the opening thereof or at any time thereafter before his/her Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required Bonds within fifteen (15) days after such Notice of Award.
- 3) Attached hereto is a Non-Collusion Affidavit of the undersigned Bidder in the prescribed form.
- 4) Attached hereto is a Statement of Bidders Qualifications.
- 5) The Bidder accepts the provisions of this document as to the liquidated damages in the event of failure to complete the Work and/or produce the commodity on time.
- 6) The Bidder is advised that the total amount shown above is for Bid comparison only. The Department of General Services reserves the right to modify the specifications, as it deems necessary.
- 7) The Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 8) In submitting this Bid, Bidder further represents that he/she has carefully reviewed all Bid documents including without limitation the Standard Conditions and Technical Specifications and has given the Town Clerk's Office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and/or commodity for which this Bid is submitted.

I. Non-Collusion Affidavit of Bidder

NON-COLLUSION AFFIDAVIT OF BIDDER TOWN OF BERNE, NEW YORK

Signature of Bidder and Date

Print Name and Title

STATE OF _____)

COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

State of New York)
) ss.
County of)

_____, being first duly sworn, deposes and says that:

1) He/she/they is _____ of
(Owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) 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, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or 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.

B. A Bid shall not be considered for award nor shall any award be made where clauses 4) A.1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4) A.1, 2, and 3 above have not been complied

Standby Generator Parts, Preventative Maintenance and Repair

with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- C. The fact that a Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4) A. 2.

 - D. Any Bid hereafter made to the municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to in subparagraph 4.A. of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- 5) The undersigned certifies under penalty of perjury that this bid is made without collusion with any other bidder or competitor, price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its owners, partners, officers, representatives, agents, employees, or parties in interest, including this Affidavit.

(Signature)

(Title)

Subscribed and sworn to before me this:

_____ Day of _____, 20__

Town of Berne NY
Invitation to Bid
Standby Generator Parts, Preventative Maintenance and Repair