

02.19.2020

ADOPTED

TOWN OF RIVERHEAD**Resolution 2020-118****AWARD REBID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES**

Councilwoman Kent offered the following resolution,
which was seconded by Councilman Beyrodt Jr.

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for **REBID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES** for the Town of Riverhead Water District and;

WHEREAS, 3 bids were received, opened and read aloud in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901 on **February 6, 2020** at **11:00 AM**; and

WHEREAS, the bids were reviewed by the Purchasing Agent, who found a mathematical error in the lowest bid from AC Schultes, Inc, with the bid total being \$89,230.00; and

WHEREAS, a bid tabulation was prepared and presented to the Town Board for review; and

WHEREAS, the Superintendent of the Water District has reviewed the bids submitted and finds the bids to be satisfactory;

NOW THEREFORE BE IT RESOLVED that the bid for **REBID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES** be awarded to the vendor indicated below for prices on the attached pages;

AC SCHULTES, INC.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to all vendors listed above, the Purchasing Department and the Water District; and

BE IT FURTHER RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

RESULT: ADOPTED [UNANIMOUS]
MOVER: Catherine Kent, Councilwoman
SECONDER: Frank Beyrodt Jr., Councilman
AYES: Aguiar, Giglio, Hubbard, Kent, Beyrodt Jr.

FISCAL IMPACT STATEMENT OF PROPOSED RIVERHEAD TOWN BOARD LEGISLATION

A. Type of Legislation Resolution <u> x </u> Local Law		
B. Title of Proposed Legislation: Award Rebid for Electric Motor Repair/Replacement, Including Emergencies		
C. Purpose of Proposed Legislation:		
D. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> x </u> No		
E. If the answer to section D is "yes", select (a) or (b) below and initial or detail as applicable:		
(a) The fiscal impact can be absorbed by Town/department existing resources set forth in approved Town Annual Budget <u> TB </u> (example: routine and budgeted procurement of goods/services)*if selecting E(a), please initial then skip items F,G and complete H,I and J;		
or		
(b) The description/explanation of fiscal impact is set forth as follows:		
F. If the answer to E required description/explanation of fiscal impact (E(b)), please describe total Financial Cost of Funding over 5 Years		
G. Proposed Source of Funding Appropriation Account to be Charged: EW1-8-8320-230-000-00000; EW1-8-8320-402-000-00000 Grant or other Revenue Source: Appropriation Transfer (list account(s) and amount):		
H. Typed Name & Title of Preparer: Teresa Baldinucci	I. Signature of Preparer  <u>Teresa Baldinucci</u> 2/19/2020	J. Date 2/11/20
K. Accounting Staff Name & Title William Rothaar, Accounting Department	L. Signature of Accounting Staff  William Rothaar	M. Date 2/13/20



TOWN OF RIVERHEAD

Yvette Aguiar, Supervisor

200 Howell Avenue

Riverhead, NY 11901-2596

Telephone: 631-727-3200

REBID #RWD-2020-35

**BID FOR: ELECTRIC MOTOR REPAIR/REPLACEMENT
INCLUDING EMERGENCIES**

A.C. SCHULTES, INC.

BIDDERS NAME

664 S. EVERGREEN AVE.

BIDDERS ADDRESS

WOODBURY HEIGHTS, NJ 08097

CITY, STATE, ZIP

(856) 845-5656

PHONE NUMBER

(856) 845-1335

FAX NUMBER

gusir@acschultes.com

E-MAIL ADDRESS

In compliance with your advertisement for bids to be opened on **February 6, 2020**, and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY

AUGUST C. SCHULTES, IV **PRESIDENT**

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

Attachment: AC Schultes Inc (2020-118 : Award Rebid for Electric Motor Repair/Replacement, Including Emergencies)

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **REBID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES**, for use by the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on February 6, 2020**, at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **January 30, 2019**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **REBID FOR ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before February 6, 2020 at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

GENERAL SPECIFICATIONS

Bidders shall be responsible to carefully examine the Specifications enclosed.

Bidders shall furnish their price and/or lump sum bid as called for on the Bid Proposal Sheet(s) attached.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specification Sheet shall be submitted with a bid. Failure to submit such data may result in the disallowing of said bid. The equipment and all associated components shall be furnished complete and ready for use. The equipment furnished shall be the Manufacturer's latest listed and published model, or models, which meet all the applicable requirements of these Specifications. These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said equipment and associated components.

The Town of Riverhead reserves the right to award this bid to a limited number of vendors to save money in administrative costs by reducing the number of vendors it would have to deal with. As a result, this bid may be awarded based on two alternative categories. The first category for each individual item and the second category for all the items in the aggregate averaged.

All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these Specifications, and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

COMPLIANCE WITH RULES AND REGULATIONS

The unit and associated equipment furnished shall comply with all provisions which would be applicable, if the Town of Riverhead were a private corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with fire underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control if applicable to the bid.

PREVAILING WAGE RATES

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with **Section 220** of the **Labor Law of the State of New York** for prevailing wage rates at the time the work is being performed. Contractor shall file with the Town of Riverhead any and all forms required indicating compliance with the **Labor Law of the State of New York** at the time its voucher and invoice for services is rendered for payment.

DEVIATION

Minor deviations from the provisions of these Specifications will be considered to permit manufacturers to follow their standard manufacturing process.

Such deviations will be approved, however, only in the sole discretion of the Town of Riverhead and only if in its opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts.

All proposed minor deviations, with full details, must be listed on a separate Detail Sheet, which must be attached to and made part of this bid.

The Town of Riverhead reserves the absolute right in its sole discretion to accept that bid, if any, which under all circumstances will best serve the public interest.

GUARANTEE

The vendor warrants and guarantees the equipment herein specified, including all associated equipment furnished, against any defects in design, workmanship and materials, and against failure to operate satisfactorily for a period of six months from the date of acceptance of the units, except defects or failure shown by the vendor. The vendor also warrants and guarantees that the equipment herein specified, if found to be defective or in need of repairs, will be picked up from and delivered back to the Town of Riverhead within a reasonable length of time.

PRICES

If a like or lower quantity of a standard item contained in this bid is sold by a vender at a price less than the prices quoted herein, the price to the Town of Riverhead shall be reduced to that lower price.

QUANTITY

The Town of Riverhead is in no way obligated to purchase quantities neither shown nor limited to said quantities listed.

RESERVATIONS

The mention in the specifications of any unit, component, or equipment by brand name and/or model is meant to convey to the potential bidder the type and quality of the product required and desired by the town. Any unit, component, or equipment which is of equal type and quality may be considered as such and may be acceptable to the town, upon agreement by the Town Board to that fact. The decision of the Town Board, however, in such a circumstance is final.

Furthermore, the Town Board of the Town of Riverhead reserves the right and responsibility to reject any or all bids if they believe such action to be in the best interest of the Town.

CONTRACT PERIOD

The Contract Period shall be effective from the date a resolution is adopted by the Town Board of the Town of Riverhead and shall continue for a period of one (1) year. At the termination of the contract, the contract may be extended (not to exceed two extensions) for a total not to exceed three (3) years at the sole discretion of the Town of Riverhead and with the consent of the vendor.

FUEL SURCHARGES

The Town of Riverhead will not pay any type of fuel surcharge. Any fuel charges added will be deleted from any payments made to the vendor.

INSURANCE REQUIRED

The Contractor shall not commence any work until he has obtained and had approved by the TOWN DISTRICT all of the insurance required under this Contract as enumerated herein:

Workers Compensation Insurance;
Public Liability and Property Damage Insurance;
Comprehensive General Liability and Property Damage Insurance;
Owner's (TOWN, DISTRICT) Protective Public Liability and Property
Damage Insurance;
Automobile Public Liability and Property Damage Insurance.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the TOWN DISTRICT.

- A. Workers' Compensation Insurance - The Contractor shall take out and maintain, during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
- B. Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:
- (1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than TWO MILLION DOLLARS (\$2,000,000.) on account of one accident
 - (2) Property Damage Insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.
- C. Comprehensive General Liability and Property Damage Insurance - The above policies for public liability and property damage insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the Contractor against claims arising from the operations of any subcontractor.

The above policies for public liability and property damage insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors

– scheduled person or organization” endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, “additional insured – owners, lessees or contractors - completed operations” endorsement (see attached sample), or its equivalent.

- D. Blanket Waiver of Subrogation – The above policies for workers’ compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, et.al. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.
- E. Owner's Protective Public Liability and Property Damage Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER) –The Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of TWO MILLION DOLLARS (\$2,000,000.) for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages arising out of injury to, or destruction of, property in any one accident and subject to that limit per accident a total (or aggregate) limit of TWO HUNDRED THOUSAND DOLLARS (\$200,000.) on account of all damages arising out of injury to, or destruction of, property during the policy period. The insurance must fully cover the legal liability of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.
- F. Automobile Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Contract such automobile public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (1) Automobile Public Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death by any one person, and subject to the same limit for each person in an amount not less than TWO MILLION DOLLARS (\$2,000,000.) on account of one accident.
- (2) Automobile Property Damage Insurance in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.

PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish certificate(s) of insurance (as attached hereto as **ADDENDUM #2**) to the TOWN DISTRICT for each insurer insuring the Contractor or any subcontractor under this Contract, naming the Town of Riverhead and Riverhead Water District as additional insureds, and shall forward said certificate(s) to the TOWN DISTRICT within fourteen (14) days of the award of the contract.

Certificates, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. The certificates shall be further endorsed to provide the TOWN DISTRICT with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation.

COMPLIANCE WITH LABOR AND PENAL LAWS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws, as amended, provide that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers, or mechanics upon the work called for under this Contract, or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker, or mechanic employed by the Contractor, subcontractor, or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which required the payment of the prevailing rate of wages and the eight (8) hour day.

Section 220A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a con-

tract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each, respectively.

Section 2208 of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by, him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making of a false oath or verification.

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates are established by the Industrial Commissioner, State of New York, for this Contract. It is the contractor's responsibility to ensure wages are paid in accordance with latest revision.

**BID SPECIFICATIONS ARE ATTACHED
TO THE END OF THIS DOCUMENT.**

Attachment: AC Schultes Inc (2020-118 : Award Rebid for Electric Motor Repair/Replacement, Including Emergencies)

ATTENTION BIDDERS

IF YOU ARE NOT INTERESTED IN BIDDING THIS PARTICULAR PROJECT, PLEASE COMPLETE THE FOLLOWING SHEET AND RETURN IT TO US.

WE ARE VERY INTERESTED IN LEARNING WHY YOU DO NOT BID. IF YOU SELL OTHER PRODUCTS AND WANT TO BE ON OUR BIDDER'S LIST, PLEASE LET US KNOW. PROVIDE A CONTACT NAME AND OTHER PERTINENT INFORMATION IF YOU WISH TO BE CONTACTED AT A LATER DATE FOR ANOTHER PRODUCT.

Attachment: AC Schultes Inc (2020-118 : Award Rebid for Electric Motor Repair/Replacement, Including Emergencies)

BID #RWD-2020-35

ELECTRIC MOTOR REPAIR/REPLACEMENT, INCLUDING EMERGENCIES

NON-BIDDER'S RESPONSE

VENDOR NAME: _____

For purposes of facilitating your firm's response to our invitation to bid, the Town of Riverhead is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking the appropriate item(s) below and returning this form to the Town of Riverhead Purchasing Department at 200 Howell Ave., Riverhead, N.Y. 11901.

We are not responding to this invitation to bid for the following reason(s):

____ Items or materials requested not manufactured by us or not available to our company.

____ Our items and/or materials do not meet specifications.

____ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

____ Quantities too small.

____ Insufficient time allowed for preparation of bid.

____ Incorrect address used.

I. Correct address is: _____

Other reason(s): _____

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

AUGUST C. SCHULTES, IV PRESIDENT (BIDDER), BEING DULY SWORN,
DEPOSES AND SAYS:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

A.C. SCHULTES, INC.

Corporation:

(PRINT CORPORATION NAME)

By:

(SIGNATURE)

AUGUST C. SCHULTES, IV PRESIDENT

(TITLE)

Address:

A.C. SCHULTES, INC.664 S. EVERGREEN AVENUEWOODBURY HEIGHTS, NJ 08097Sworn to before me this 6th dayof FEBRUARY, 2020Edith Hill

NOTARY PUBLIC

EDITH HILL
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 85009

MY COMMISSION EXPIRES JUNE 8, 2024

A.C. SCHULTES, INC.

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: 
 Print Name: AUGUST C. SCHULTES, IV
 Title: PRESIDENT
 Company Name: A.C. SCHULTES, INC.
 Date: Feb. 6 2020

BID PROPOSAL/ACCEPTANCE

Delivery is to be made within TEN days after receipt of an order via purchase order. All equipment delivered shall be delivered "on the ground" at the delivery point designated on the purchase order. All prices are F.O.B. destination.

Bid price shall stay firm for the duration of this contract.

I/we fully understand that the acceptance of this bid is subject to the provisions of section 103B of **General Municipal Law**.

A.C. SCHULTES, INC.

NAME OF AGENT/DEALER

664 S. EVERGREEN AVE.

ADDRESS

WOODBURY HEIGHTS, NJ 08097

CITY, STATE, ZIP CODE

AUGUST C. SCHULTES, IV PRESIDENT

CONTACT PERSON (Print Name)

SIGNATURE OF DEALER/AGENT

FEBRUARY 6, 2020

DATE

Attachment: AC Schultes Inc (2020-118 : Award Rebid for Electric Motor Repair/Replacement, Including Emergencies)

RIVERHEAD WATER DISTRICT ELECTRIC MOTOR REPAIR/REPLACEMENT INCLUDING EMERGENCIES

The Riverhead Water District has seventeen (17) wells and eleven (11) booster pumps powered by electric motors. All wells have vertical hollow shaft, electric motor driven deep well turbine pumps; three with combination gear drives, allowing them to be powered by diesel engines. All well pump electric motors are 1800 RPM and range from 75-200 horsepower. Booster pumps use horizontal solid shaft motors, ranging in horsepower between 10 HP to 60 HP.

The primary purpose of this contract is to have quotes for the purchase and delivery of new replacement motors only on an "as needed basis". Prices quoted must be guaranteed for a period of no less than one year, with an option to extend up to two (2) additional years, if both District and Contractor agree.

A separate purchase order will be issued when a replacement motor is required. In addition, during an emergency situation, the Contractor may be required to provide labor, equipment and materials required rebuilding an existing motor if a new replacement is not available. The District, at its discretion, may purchase spare well or booster pump motors for stock, which could be used to replace existing motors at some future time.

DESCRIPTION OF NEW VHS MOTORS

All motors shall be hollow shaft, "inverter duty", designed and constructed to operate with either existing starters or future possible variable speed drive and shall include, enhanced rotor and stator design with wire insulated to withstand higher voltages created by V.F.D. In addition bearings shall be designed, installed, or any other work required, insuring protection against static charges from pitting polished surfaces. The replacement motor shall be manufactured by **U.S. Electrical Motors**, Type RUSI, rated at 1785 RPM, designed and constructed to operate on 460 volts and 1.15 Service Factor, Premium Efficiency, WPI enclosure, Design B, Insulation Class F, Code G. Base diameter shall be 16" or 20" and Thrust bearing shall be rated 175% EHT. Also required are Non-reverse ratchet with drive coupling (size to be determined at time of order) and 115-volt internal space heaters.

DELIVERY

Freight should be based on motor shipped via truck and unloaded to the District located at 1035 Pulaski Street, Riverhead, New York, at the direction of Water District personnel. Should the district require, motor will be shipped via premium freight service and Contractor will be compensated for the difference in "direct cost" only.

DESCRIPTION OF NEW HORIZONTAL MOTORS

All motors shall be constructed as described above except motors manufactured by either Baldor Inc. or US and will be Solid Shaft, Type RE or De, Open Driproof Enclosure.

Description of existing motor types is shown on attached data sheets.

MOTOR REPAIR SERVICE

Existing motor to be rebuilt by a local (within 200 miles of District) repair shop.

Work shall consist of cleaning, disassembly, strip, rewind, dip and bake existing stator to NEMA standards. New leads, 115-volt internal space heaters, if not already equipped and upper thrust and lower guide bearings shall be installed. Rotor shall be balanced to NEMA specifications. Reassembled unit shall be shop tested, with vibrations checked and reported to District before delivery.

Contractor will also be required to rebalance motor, "in the field", after others reconnect it to pump if it can be shown that vibration levels are higher than previously measured.

(a) SUPERVISION

The work will be subject to inspection by a Water District Representative at all times, but such inspection shall not relieve the Contractor from any obligation to perform said work in accordance with the specifications. Work not done strictly in accordance with the specifications shall be corrected and made good by the contractor whenever so ordered by the District, without reference to any previous oversight or error in inspection.

(b) WARRANTY

The contractor shall warrant that all materials, supplies, and workmanship shall be the best in every respect and agrees to correct, at his own expense, any defects traceable to defects of materials supplied or workmanship performed by Contractor which may show themselves within one (1) year after completion and acceptance of the work.

ITEMS FOR PAYMENT

For the purpose of estimating furnishing replacement of one or more motors and possibly repair work at various pumping stations under this contract for a period of one (1) year, please submit your proposals for the following items as previously outlined on the bid proposal sheet:

1. Furnish and deliver new VHS motors as follows:
 - a) 200 HP Motor
 - b) 150 Hp Motor
 - c) 125 HP Motor
 - d) 100 HP Motor
 - e) 75 HP Motor
2. Furnish and deliver new solid shaft horizontal motors as follows:
 - a) 60 HP Motor
 - b) 40 HP Motor
 - c) 30 HP Motor
 - d) 15 HP Motor
 - e) 10 HP Motor
3. Contractor cost to rebuild existing motor including labor and materials required rewinding stator and installing new bearings described in ITEMS 1&2 (excluding Items (d) and (e)).
4. Contractor cost to supply new parts or perform miscellaneous parts.

5. Hourly rate for machine shop work, including machinist and equipment.
6. Hourly rate for field repair work, including mechanic, truck and hand tools for a minimum of four (4) hours, including travel time.

NOTES

Please call Frank Mancini, Superintendent, at (631) 727-3205 to make an appointment for pre-bid inspection. Any questions will be answered either during the visit or within two days after they are submitted.

Contractor must respond within four (4) hours of emergency call and place order for replacement motors with equipment or have repaired components delivered to site ready for installation within 10 days if new motor is available from factory stock.

Should Contractor fail to respond within the time specified, the District has the right to hire another contractor to perform any work required.

Riverhead Water District, under this Contract, is not obligated to order any motors or may purchase more than one of any size.

**BID PROPOSAL SHEET
 BID #RWD-2020-35
 ELECTRIC MOTOR REPAIR/REPLACEMENT
 INCLUDING EMERGENCIES**

ITEM 1. Furnish and deliver new Vertical Hollow Shaft motor

One (1) new 460 volt 200-HP Motor	Each \$ <u>14,041.00</u>
One (1) new 460 volt 150-HP Motor	Each \$ <u>11,062.00</u>
One (1) new 460 volt 125-HP Motor	Each \$ <u>8,379.00</u>
One (1) new 460 volt 100-HP Motor	Each \$ <u>7,225.00</u>
One (1) new 460 volt 75-HP Motor	Each \$ <u>5,628.00</u>
One (1) new 230 volt 75-HP Motor	Each \$ <u>5,206.00</u>
Sub-total:	\$ <u>51,541.00</u>

ITEM 2. Furnish and deliver new Solid Shaft Horizontal Motor

One (1) new 60-HP Motor	Each \$ <u>3,827.00</u>
One (1) new 40-HP Motor	Each \$ <u>2,215.00</u>
One (1) 30 HP Motor	Each \$ <u>1,753.00</u>
One (1) 15 HP Motor	Each \$ <u>1,051.00</u>
One (1) 10 HP Motor	Each \$ <u>803.00</u>
Sub-Total:	\$ <u>9,649.00</u>

ITEM 3. Compensation for rebuilding motor, including trucking:

200-HP VHS Motor	(1) \$ <u>2,875.00</u>
150-HP VHS Motor	(1) \$ <u>2,675.00</u>
125-HP VHS Motor	(1) \$ <u>2,475.00</u>
100-HP VHS Motor	(1) \$ <u>2,175.00</u>
75-HP VHS Motor	(1) \$ <u>1,975.00</u>
60-HP SS Motor	(1) \$ <u>1,875.00</u>
40-HP SS Motor	(1) \$ <u>1,675.00</u>
30-HP SS Motor	(1) \$ <u>1,575.00</u>
Sub-total:	\$ <u>17,300.00</u>

A.C. SCHULTES, INC

ITEM 4. Compensation for furnishing brand name parts and components, including freight and trucking:

A. Up to \$1500 Certified Cost plus 20 % = \$ 1800.00
 B. Up to \$3000 Certified Cost plus 18 % = \$ 3540.00
 C. \$3000 and above Certified Cost plus 15 % = \$ 3450.00
Sub-total: \$ 8,790.00

ITEM 5. Rate for machine shop work, including machinist:

4 hours @ \$ 75.00 = \$ 300.00

ITEM 6. A) Minimum basic service charge (non-emergency)
 For field repair work including mechanic, truck
 With tools, scheduled. First two (2) hours on
 Site (travel time to and from not included)

\$ 500.00

B) Minimum basic service charge (emergency)
 For field repair work including mechanic, truck
 With tools, scheduled. First two (2) hours on
 Site (travel time to and from not included)

\$ 800.00

C) Straight time hourly rate for mechanic

\$ 150.00

D) Emergency Overtime hourly rate for mechanic

\$ 200.00

TOTAL AMOUNT BID FOR ITEMS 1 through 6 \$ 88,730.00

↗
 Total
 incorrect
 should be
 \$ 89,230.00

**RIVERHEAD WATER DISTRICT
EMERGENCY ELECTRIC MOTOR SERVICE/
REPLACEMENT OVERVIEW**

Please furnish the following information:

1. Please list name(s) of contact person(s): MICHAEL SCHULTES

During normal hours: 856-845-5656

After hours:

609-970-1056

2. Please list your days and hours of business: 24-hour, 7-days
PER WEEK
3. Please list day business phone numbers(s): 856-845-5656
4. Please list night business phone number(s): 856-845-5656
5. Please list emergency phone number(s): 856-845-5656
6. Please confirm guaranteed response time, including primary place of dispatch:
- A) During normal business hours during week:
- B) After normal business hours during week:
- C) Weekends and holidays - all hours:

} 24 HOURS

Company: A.C. SCHULTES, INC.

664 S. EVERGREEN AVENUE

Address: WOODBURY HEIGHTS, NJ 08097

Location of
nearest facility (if
different from above):

7. Please list three (3) references:

PLEASE SEE ATTACHED

I. Company: _____

Address: _____

Phone No.: _____

II. Company: _____

Address: _____

Phone No.: _____

III. Company: _____

Address: _____

Phone No.: _____

8. Please provide certification of employees' qualifications to perform required work (use separate sheet).

9. List value of accessible inventory:

\$1,000,000.00

By: _____

SIGNATURE
 AUGUST C. SCHULTES, IV PRESIDENT

PRINTED NAME/TITLE

Date: Feb. 6, 2020