

### BRISTOL WARREN REGIONAL SCHOOL DISTRICT 235 High Street Bristol, Rhode Island 02809

#### Public Bid # 1-2-15-23- Repost

#### **Emergency Service Generator(s) Multiple Sites**

In order to retrieve the RFP bid, interested parties must complete the specific bid google form located on our website so that we can obtain your contact information so that all interested bidders will receive all bid documents, addendums and FAQ's that may be added during the active bid.

As stated above, This RFP must be obtained on the Bristol Warren Regional School District's website on the Business & Finance Department's Bid page located at the following link: <a href="https://www.bwrsd.org/Page/2880">https://www.bwrsd.org/Page/2880</a> to ensure proper registration to receive all documents.

#### General Bid Schedule

RFP Released
Bidder Walkthrough
Bidder Questions and Clarifications Ends
Bids Due Back
Bid Opening
Planned Date of Delivery

March 15, 2023 March 22, 2023 10:00 am March 24, 2023 4:00 pm March 30, 2023 2:00 pm March 30, 2023 2:15 pm As soon as possible

All bids must be submitted on the bid form provided, **(3) hard copies**, and clearly marked: Sealed Bid

#### **Emergency Service Generator(s) Multiple Sites**

Bids must be enclosed in an opaque envelope bearing the name and address of the bidder and addressed to:

Bristol Warren Regional School District Administrative Offices, Attn: Emily Fox, Administrative Assistant 235 High Street, Bristol, RI 02809

The Bristol Warren Regional School District reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Bristol Warren Regional School District.

All questions should be submitted to the BWRSD Administrative Office by email to <a href="mailto:frank.caliri@bwrsd.org">frank.caliri@bwrsd.org</a> no later than <a href="mailto:March 24">March 24</a>, 2023 at 4:00 p.m.

Proposals misdirected to other locations or those not received at the BWRSD School Department Administration Building by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed or emailed to the BWRSD School Department shall not be accepted.

# STANDARD INSTRUCTIONS TO BIDDERS BRISTOL WARREN REGIONAL SCHOOL DISTRICT

The following instructions are standards for all proposals submitted:

#### 1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the BWRSD Administrative Offices, Attn: Emily Fox, Administrative Assistant 235 High Street, Bristol, RI 02809 until the time indicated on the advertisement for Bids, for the commodities, equipment, and/or services designated in the specifications and will then be virtually opened and read.

#### 2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

#### 3. Submission of Bids

- a. The Bristol Warren Regional School District (henceforth "The District") will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- b. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- c. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

#### 4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

#### 5. Rhode Island Sales Tax

The District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 (1), as amended.

#### 6. Federal Excise Taxes

The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

#### 7. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the District pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The District is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The District shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

The vendor shall complete the RI Business Enterprise Utilization Plan Form-Appendix B

#### 8. Schools Right to Reject

The District reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the District.

#### 9. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any

information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

#### 10. Payment

Vendor shall submit monthly invoices for payment to the District. The Invoices shall include: Dates of service, scope of work and hours worked 
The District will promptly pay within two weeks of receiving Invoices. Payments will be made via check. W-9 required for processing

#### 11. Termination of Contract

Following implementation, should the Superintendent and/or Chief Financial Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the District as being in the best interest of the District. In the event of termination of this contract as a result of breach by the contractor, the District shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

#### 12. Period of Performance

The period of performance for this contract shall be 36 months. Subject to extension only by mutual agreement.

#### 13. Indemnification and Insurance

The vendor selected shall indemnify and save the District harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The vendor shall meet the insurance and indemnification requirements as prescribed in the Insurance Appendix A Insurance- Exhibit Professional Contracts.

#### 14. Collusion

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.

# SPECIFICATIONS Bristol Warren Regional School District Emergency Service Generator(s) Multiple Sites:

#### INTENT

The Bristol Warren Regional School District (henceforth "the District") is seeking bids for the purchase and installation of 3 Emergency Diesel Generators. The intent of this is to replace two (2) older units and the purchase of one (1) new unit, to provide emergency services for the required time, for buildings of their size; set forth by the NEC, NFPA, OSHA, Building Standards and in compliance with all local, state and federal ordinances

- All Contractors bidding this RFP shall be licensed in the state of R.I. for all trades included in this RFP, and will not be allowed to subcontract any of the services required, unless said successful contractor incurs all cost, regardless of cause.
- Copies of licenses, insurance must be submitted with bid offer.
- Contractor must conform to RI Prevailing Wage Requirements, set forth in RIDLT Municipal Contract Addendum, Prevailing Wage Requirements (RIGL 3713-1 Et Seq).
- Rhode Island Certified Weekly Payroll Form must include copies of the trade-licensed employee assigned to the licenses scope of work. Tutorial website: http://www.dlt.ri.gov/pw/pwFormsPubs.htm

#### **LOCATIONS**

The District has 6 facilities:

- 1) Mt. Hope High School, 199 Chestnut Street, Bristol
- 2) Kickemuit Middle School, 525 Child Street, Warren

The successful Contractor will be responsible for the following major elements utilizing a Design-Build project delivery strategy:

- 1. Engineering and design of the replacement of the Emergency generator and associated components.
- 2. Procurement of all equipment and materials.
- 3. Installation of the Emergency generator system, including integration into the existing site power distribution system.
- 4. Pre-commissioning, commissioning, and performance testing
- 5. Warranty the complete installation for a period of 12 months following successful commissioning.

- 6. The Contractor will provide all labor, tools, equipment, and materials to perform the services.
- 7. The Contractor will coordinate with other contractors as necessary.
- 8. The Contractor must dispose of all debris generated in an appropriate manner.
- 9. The Contractor shall be responsible for all safety training, procedures and requirements.

#### **SCOPE OF WORK**

This will include the purchase and installation of:

- 1. 2 Diesel Generator sets of 60KW, 75KVA, 120/208 Volt Three Phase, 1800 RPM, Radiator Cooled with Battery Backup.
  - a. Located at Mt Hope and Kickemuit
- 2. 1 Generator Set , (to be evaluated) 25KW, 120/208 Volt Three Phase, Secondary Generator for isolation of District Data Center
  - a. Located at Kickemuit only
- 3. All units are to be Weather Enclosed and have appropriate attachments for regional (weather) operation.
- 4. Remote Annunciators are to be purchased and installed for each
- 5. Apply for and obtain all required permits.
- 6. Furnish and install all new equipment and systems, including civil/site modifications, foundations, supports, mechanical installation, electrical installation, and other required components for a complete and operable system, as specified in this Scope of Work.
- 7. Demo and dispose of all existing equipment, foundations, structures, systems and components no longer in service as a result of the

# BID FORM Emergency Service Generator(s) Multiple Sites

The undersigned, having familiarize themselves with all local conditions affecting the cost of work, and having examined the site and all applicable Bidding Documents herein, and herein referenced, including, but not limited to, all addenda issued thereto, hereby propose to furnish all labor, material, equipment, applicable taxes and services required for proper completion of this project.

## Please complete the information below as concisely as possible.

If you wish to provide additional information, please attach and reference the location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone / Fax	
E-Mail Address	
Primary Contact Name	
Contact Information	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	Signature
	Title

# FEE INFORMATION

Emergency Service G	enerator(s) Multiple Sites
Bidder/Contractor/Vendor Name:	
Itemized Pricing:	
Fee:	
If awarded the contract, the undersigned agrees to comwhich shall be considered the Notice to Proceed.	mence starting after the issuance of a Purchase Order form,
Bidder takes no exception to terms, conditions, specification herein unless expressly noted, and in writing to the Own	
Printed Name of Bidder/Contractor/Vendor	
Signature of Bidder/Contractor/Vendor	
Date	

# Appendix A



# State of Rhode Island Office of Diversity, Equity and Opportunity (ODEO) Minority Business Enterprise Compliance Office Minority Business Enterprise Utilization Plan

Company Name:				
Representative's Name who adminis	ters MBE Program:			
Street Address:				
		Telephone:		
Email:	Pro	ject Location:		
Bid or Project #:		Date Bid Opened:		
Description of Work:				
Contract Value:		MBE % Assigned:		
Total # of All Subcontractors/Supplier		BE Subcontractors/Suppliers used:  Contractors – Total Dollar Amounts – So	cope of Work:	
Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No	
self-perform 100% of the work with the participation credit. Vendors may could as a regular dealer/supplier, and 1000 firms certified as a broker, you may reprocurement of the goods and material	eir own forces or subcount 60% of expenditures of such expenditures eceive MBE participationals, but not the cost of		in order to receive m an MBE certified s a manufacturer. For ns charged for the	
Administration or its designee.	be released until this p	lan has been approved by the Director o	the Department of	
For assistance and advice in identifyir at (401) 574-8670. The directory of all	•	ase call the Minority Business Enterprise also located at <a href="www.mbe.ri.gov">www.mbe.ri.gov</a> .	Compliance Office	
Signature of Authorized Agent of Bus	siness:	Date:		