

October 12, 2006

REQUEST FOR PROPOSALS # 20604 INSPECTION OF BACK-UP POWER GENERATORS

Marci Greenberger SR. VP Operations & Maintenance

Jason Doyle Controller/Purchasing Agent

INSPECTION OF BACK-UP POWER GENERATORS

The Rhode Island Airport Corporation (RIAC) is requesting proposals from qualified firms to perform onsite inspections to three (3) Caterpillar Diesel Generators and one (1) Generac Natural Gas. Additionally, an "on-call" price proposal is requested should special services or support be needed during the contract period.

The purpose of this contract is to provide annual inspection, testing and reports of the generators at Rhode Island Airport Corporation, which is listed below. All work performed shall be in accordance with the manufacturer's recommendations attached statement of work, terms, and conditions.

In order to qualify, the bidder must have at least five (5) years experience with Caterpillar Generators. The successful bidder will be awarded a one (1) year contract with two (2) one (1) year renewals at the option of the RIAC. The first inspection is to be performed during the year 2006 and subsequent inspections will be performed in a timely manor annually between September 15th and October 31st.

On the third and final year of this contract the successful bidder must in addition to the regular inspection perform a load bank test.

A separate flat rate price for the load test is required.

The successful bidder must have or be able to:

- 1) Perform on site training annually
- 2) Have 24 hours a day, 7 days a week emergency response
- 3) Response time must be within 2 hours
- 4) Rental generators up to 2000KW
- 5) Extensive parts inventory
- 6) Proper state and federal licenses for transporting of waste oils and filters

TYPES OF GENERATOR SETS

- 1. Caterpillar model # 3412, Ser. # 81Z16464—Gen. Ser. # 6FA10055
- 2. Caterpillar model # 3412, Ser. # 81Z17954—Gen. Ser. # 6FA19022
- 3. Caterpillar model # 3406, Ser. # 4ZR06703—Gen. Ser. # 8ER02992
- 4. Generac model # SG030, Ser. # 889839------Gen. model # 89A03601-S

The contract will be performed under the supervision, and direction of the project manager, Mr. Guy A. DeCristofaro, Airfield Maintenance Manager, Rhode Island Airport Corporation, 561 Airport Road, Warwick, Rhode Island 02886, telephone number (401) 737-4000, Extension 248.

SPECIFICATONS

The inspections will be performed with the accompaniment of one or more of the RIAC's mechanics present and /or assisting and must be performed at such times and in such a manor as to maintain normal operations.

For each generator under this agreement, an annual inspection procedure shall be performed in accordance with the operating and maintenance parameters established by the manufactures. The inspection and maintenance procedures may vary from unit to unit due to the variations in equipment.

- A. All repairs and adjustments to the equipment that can be made during the inspection visit shall be made at no additional cost, except for parts and materials.
- B For each generator inspected, the contractor's technician shall follow and complete the Caterpillar generator inspection form. The contractor's technician shall be responsible for filling out the report forms in detail as the inspection proceeds. The information compiled on the inspection form shall include, but not be limited to, the following:
- 1. Condition of all components and systems inspected
- 2. Repairs and adjustments made at time of inspection
- 3. Results of any tests conducted during the inspection
- 4. Parts and materials (including part numbers and sources of supply) which would be required for suggested repairs, maintenance, or to augment the maintenance program.
- 5. A list of suggestions that could improve upon our present maintenance policies
- C. At the conclusion of the inspection, the contract manager, the inspecting technician and the garage Supervisor are to meet to review the inspection results for each generator. At this time the technician shall advise of any operational or maintenance procedures that should be changed or improved upon.
- D. A written report for each generator, along with the inspection report form, shall be submitted to the Maintenance Manager at the end of the inspections. This report shall contain the results of each inspection performed and the recommendations and suggestions.
- E. The work schedule shall be mutually agreed upon between the contractor and the maintenance manager. The maintenance manager shall set up a time and date with the contractor in no less than two weeks before the work is to be performed.
- F. All work performed under this contract is subject to the direction of, and inspection by, the maintenance manager and or his authorized representatives.

PROPOSAL REQUIREMENTS

The contractor selected to perform the inspection and repairs shall have a proven history of inspecting and repairing Caterpillar Generators. A written summary of this history along with a list of no less than 5 customers (to include, name, address, phone number, and point of contact) shall be submitted with the quotation package.

All firms entering submissions shall include a list of technician(s) assigned to this project and shall provide proof of a minimum of five years experience in the inspection, maintenance, and repair and proof of factory training and certification for the maintenance and inspection of Caterpillar Generators. RIAC reserves the right to reject technicians not having received prior approval by the Maintenance Manager of RIAC.

The proposal shall also include documentation of the financial status of the firm.

Vendors will provide resumes of key personnel who will be related to the project.

The proposal shall contain a detailed cost estimate. The estimate will also identify any costs to be borne by RIAC not included in the proposal.

Sealed proposals are **due not later than 4:00 PM on November 15, 2006 EST**, and shall be in a sealed envelope plainly marked "**GENERATOR INSPECTIONS**" **No. 20604**. Proposing firms shall submit one (1) original and three (3) copies of the proposal to:

Beth Tetreault, C.P.M.
Procurement Specialist
Rhode Island Airport Corporation
2220 South County Trail
East Greenwich, RI 02818

EVALUATION CRITERIA

The proposals will be evaluated using the following criteria:

- 1. Cost to provide services
- 2. Understanding the scope of the project and ability to meet schedule.
- 3. Recent relevant experience on similar projects or services.
- 4. Personnel assigned to the project, resumes, qualifications, licenses and professional registration.

INSURANCE REQUIREMENTS

The Contractor shall be prepared to carry and maintain in full force and effect for the duration of any contract, and any supplements thereto, the insurance specified below. The contractor will be expected to submit to RIAC a certificate of insurance indicating the existence of the coverage required at the time of contract negotiations. Should the Contractor not document insurance coverages at time of contract negotiations, RIAC has and maintains the right to consider the firm non-responsive, and to terminate contract negotiations, if necessary.

The insurance coverage under such policy or policies shall not be less than that specified herein.

Worker's Compensation and Employer's Liability: Statutory Requirements - State of RI

Commercial General Liability: \$5,000,000 per occurrence

Comprehensive Automobile Liability: \$1,000.000 combined single limit for bodily injury and property damage.

Excess Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 aggregate.

All insurance is required to list RIAC as additionally insured. The firm should indicate what additional cost, if any, is required to carry the additionally insured clause, as this is not FAA reimbursable,

RIAC reserves the right to waive any irregularities and to reject any and all submissions on any basis and without disclosure of the reason

TERMS AND CONDITIONS

In submitting a response to this Request for Proposals, vendors hereby understand the following:

- 1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, State laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
- 2. Alternate proposals (two or more proposals submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
- 3. The proposals submitted, and any further information acquired through interviews will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements shall control.
- 4. Prices offered may not be withdrawn for a period of 60 days immediately following the submission of this proposal. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
- 5. Proposer MUST return the original of any attached Response Form as noted on the due date.
- 6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address proposal number, date, and time.
- 7. RIAC interprets the term "lowest responsible Proposer" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which proposals are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Proposers.
- 8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your proposal.
- 9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
- 10. After award, if the successful proposer/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Request for Proposals, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
- 11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.

- 12. Payment of the seller's invoices is subject to adjustment.
- 13. The Proposer agrees that:
 - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
 - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
 - If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
 - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
 - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor."
- 14. RIAC shall retain the right to reject any and/or all proposals received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
- 15. The firm responding to this request proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
- 16. If a response to this Request for Proposals is accepted, the proposer agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award. The Proposer agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the respondent fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer shall be liable for RIAC's actual damages that exceed the amount of the surety.
- 17. It shall be understood that time is of the essence in performance. The proposer agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the proposer defaults in the performance of the Contract Documents, the proposer shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
- 18. The proposer hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposals, that he/she has inspected the location(s) of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposals and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- 19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be Year 2000 compliant with

- existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
- 20. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, and open competition among all vendors.
- 21. It shall be understood that any proposal and any/all referencing information submitted in response to this Request for Proposals shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but can not guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
- 22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposals. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
- 23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory preproposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of sureties (bonds, certificates of insurance, etc.)
- 24. By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their proposal.