

CUMBERLAND SCHOOL DEPARTMENT

RESOLUTION: A RESOLUTION EMPOWERING THE SCHOOL COMMITTEE TO AWARD KELLY ELECTRICITY, LLC, OF CUMBERLAND, RHODE ISLAND FOR EXTERIOR LIGHTING AND ELECTRICITY CAPABILITY AT CUMBERLAND HIGH SCHOOL IN AN AMOUNT NOT TO EXCEED \$25,692.

WHERE AS: The Cumberland School Department wants to provide lighting on the major driveway of the high school and also provide electrical capability for the high school announcements sign;

WHERE AS: That the Business Office of the school department has identified that a 40% reimbursement on this capital improvement will apply;

BE IT RESOLVED BY THE CUMBERLAND SCHOOL COMMITTEE AS FOLLOWS:

A Resolution empowering the Cumberland School Committee to approve an award to Kelly Electricity, LLC of Cumberland, Rhode Island for electrical work at Cumberland High School in an amount not to exceed \$25,692.

DATE ADOPTED: 10/24/13

A TRUE COPY, ATTEST:

Jack Teel
CLERK
CUMBERLAND SCHOOL COMMITTEE

10/24/2013

Cumberland School Department
Fiscal Note

Proponent: Cumberland School Department

Date: October 13, 2013

Description of Ordinance, Rule, or Resolution:

A RESOLUTION AUTHORIZING AND EMPOWERING THE SCHOOL COMMITTEE TO AWARD KELLY ELECTRICITY, LLC OF CUMBERLAND, RI TO PERFORM ELECTRICAL WORK AND LIGHTING AT CUMBERLAND HIGH SCHOOL IN AN AMOUNT NOT TO EXCEED \$25,692.

Cost(s) of:

The cost shall not exceed \$25,692

Are said Costs/Revenue budgeted? If so, describe. If not, where shall the appropriation originate?

Said costs will be made available from capital lease Proceeds included in the FY2014 School Department Budget.

Source(s) of Data:

Business Office, Cumberland School Department, Sodexo

Bid Information:

Please see attached.

Other Notes:

Proponent Signature: _____

Alex Prignano
Business Manager
October 13, 2013

Cumberland School Department

EXTERIOR LIGHTING 14-002, OPENED OCT. 8, 2013: 10:30 AM	TABULATION OF BID			
	ARDEN	RF AUDET	KELLY	
EXTERIOR LIGHTING	\$ 33,890.00	\$ 28,000.00	\$ 23,392.00	
DIGITAL SIGN LIGHTING	\$ 4,250.00	\$ 10,000.00	\$ 2,300.00	
TOTAL	\$ 38,140.00	\$ 38,000.00	\$ 25,692.00	

INVITATION TO BID INSTALL EXTERIOR LIGHTING TO THE CUMBERLAND SCHOOLS DEPT. Sealed bids for furnishing Exterior Lighting to the Cumberland School Department will be received at the office of the Business Manager, 2602 Mendon Road, Cumberland, RI, 02864-3726 until 10:30 a.m., October 8, 2013 at which time bids will be opened publicly. Bid specifications may be obtained at the Business Office, above address or at the Pre-Bid Conference. Bids are to be placed in sealed envelopes clearly marked with Spec. # 14-002 and addressed to Purchasing Dept., Attn: Phil Koutros. The Bidder shall attend the Pre-Bid Conference to start at Cumberland High School, 2600 Mendon Road., at 9:00 a.m, September 27, 2013. PRE-BID CONFERENCE ATTENDANCE IS NOT MANDATORY, BUT IS ADVISABLE. The bidder should attend the Pre-Bid conference or run the risk of not receiving sufficient information to submit a complete and accurate bid. The School Committee reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cumberland. Individuals requesting interpreter service for hearing impaired must request such service 48 hours in advance of this scheduled opening. No bid will be accepted after date and time specified.

CUMBERLAND SCHOOL COMMITTEE Lisa Beaulieu Chairman

Published: 9/24/2013

Cumberland School Department

Business Office

2602 Mendon Road, Cumberland, Rhode Island 02864-3726

Tel 401/658-1600 . Fax 401/658-3257

RELAY RI 1-800-745-6575

*SPECIFICATION
TO
INSTALL EXTERIOR LIGHTING
CUMBERLAND PUBLIC SCHOOLS
2602 MENDON ROAD
CUMBERLAND, R. I. 02864*

Philip Thornton, Ed.D
Superintendent

Spec. No. 14-002
Oct. 8, 2013

DOCUMENTS

This Specification consists of the following pages:

Invitation to Bid	Page 1
Terms & Conditions	Page 2 - 3
Scope of Service	Page 4-5
Instructions to Bidders	Page 5 - 9
Bid Form	Page 10

Spec. # 14-002 Lighting

Cumberland School Department

Business Office

2602 Mendon Road, Cumberland, Rhode Island 02864-3726

Tel 401/658-1600 . Fax 401/658-3257

RELAY RI 1-800-745-6575

Alexander Prignano
Business Manager

Phil Koutros
Purchasing Clerk

***INVITATION TO BID
INSTALL EXTERIOR LIGHTING
TO THE
CUMBERLAND SCHOOLS DEPT.***

Sealed bids for furnishing Exterior Lighting to the Cumberland School Department will be received at the office of the Business Manager, 2602 Mendon Road, Cumberland, RI, 02864-3726 until 10:30 a.m., October 8, 2013 at which time bids will be opened publicly.

Bid specifications may be obtained at the Business Office, above address or at the Pre-Bid Conference. Bids are to be placed in sealed envelopes clearly marked with Spec. # 14-002 and addressed to Purchasing Dept. Attn: Phil Koutros.

The Bidder shall attend the Pre-Bid Conference to start at Cumberland High School, 2600 Mendon Road., at 9:00 a.m, September 27, 2013. PRE-BID CONFERENCE ATTENDANCE IS NOT MANDATORY, BUT IS ADVISABLE. The bidder should attend the Pre-Bid conference or run the risk of not receiving sufficient information to submit a complete and accurate bid.

The School Committee reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cumberland.

Individuals requesting interpreter service for hearing impaired must request such service 48 hours in advance of this scheduled opening.

No bid will be accepted after date and time specified.

CUMBERLAND SCHOOL COMMITTEE
Lisa Bealeiu
Chairperson

TERMS & CONDITIONS FOR BIDDING

1. Bids shall be sealed, plainly marked as such on the envelope and filed with the Office of the Business Manager, Cumberland School Department, 2602 Mendon Road, Cumberland, RI, 02864-3726 on or before October 8, 2013, at 10:30 a.m., there to be publicly..
2. Bids must be submitted on forms supplied by the School Committee. All bids must be typewritten or written in ink. Any change or strikeout must be initialed by the person signing the bids.
3. Bids will not be considered if prices are not firm and irrevocable.
4. The prices quoted and conditions stated on this bid will be firm and final. Any correspondence or notations accompanying this bid, changing any prices or items, may subject the bid to being rejected at the sole discretion of the School Committee.
5. Bid items and prices quoted as alternates must be accompanied by a detailed description of such items.
6. The Bidder will guarantee that delivery will be made no later than sixty (60) days after purchase order is issued or as indicated in bid specifications.
7. Following the opening of bids, this bid cannot be withdrawn within sixty (60) calendar days from the acceptance thereof.
8. All delivery costs must be included in the bid quotation. The School Committee reserves the right to increase or decrease the quantities ordered, at the unit prices quoted, upon the evaluation of all bid proposals.
9. When applicable, the bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, rules and regulations and lawful orders of all public authorities having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss - including wages of the crafts doing the work - shall prevail; and they will be deemed to be included in the contract, the same as through herein written out in full.
10. Delivery point will be at Cumberland High School 2600 Mendon Rd. Cumberland, RI

Spec. # 14-002 Lighting

11. Term discounts will be taken into consideration when awarding contracts. The award of any and all bids is subject to available funding.
12. The School Committee reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the bid deemed to be in the best interest of the Town of Cumberland.
13. The awarding authority is the School Committee, Town of Cumberland. In awarding the contract, the School Committee will consider all aspects including, but not limited to quality, availability of product, references and costs.
14. It is the vendor's responsibility to see that his/her proposal is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person at the Cumberland School Department for the premature opening of a proposal not properly addressed and identified as a bid.
15. Any proposal received after the time and date specified shall not be considered, by messenger or by mail; even if it is determined by the Cumberland School Department that such non-arrival before the time set for opening was due solely to delay in the mails for which the vendor is not responsible.
16. Telephonic, telegraphic or oral proposals, amendments or withdrawals will **not** be accepted.
17. Proposals may be withdrawn by written request at any time prior to the time specified for the opening. Negligence on the part of the vendor in preparing the proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.
18. The Cumberland School Department is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 444-18-30, Paragraph I, as amended. The Cumberland School Department is exempt from Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.
19. Certifications, if required, shall be made part of the bid package.
20. Please supply at least three references from completed work, name of contract and phone number from School Department that uses your product or service.

Scope of Service:

Exterior Lighting

- Install three new #8 wires from existing panel in cafeteria of Transitional Building 100 feet to the building exterior through southern wall
- Install a time clock for the lighting to be set for automation
- Trench 390 feet along side walk to the existing light pole and install new conduit and three new #8 wires this includes an asphalt area of 20 feet
- Demolish and remove two existing lights, poles, and concrete bases
- Furnish and install three new lights, poles, and concrete bases to match existing lighting at High School; model information below
 - Lights Model Information
 - CIRCA CR 25
 - Configuration #1
 - SC Finish
 - SR Ring
 - 277 Voltage
 - Distribution 3XLV
 - Pole Model Information
 - Tapered Round Aluminum (cast base)
 - CB Base – Cast Base
 - 20H Height – 20' heavy
 - D1 Drilling – 1 way, 3 holes
 - SC Finish
- Sand fill conduit, backfill with loam and seed areas from trenching
- Patch the 20 foot area of asphalt that will be cut to run conduit
- Job Site clean up
- All permits necessary for work included



Digital Sign – addition to lighting

- Install conduit and four new #10 wires from existing panel in cafeteria of Transitional Building 100 feet to exterior through southern wall
- Trench 390 feet along side walk to the existing light pole and install new conduit and four new #10 wires this includes an asphalt area of 20 feet
- Trench 165 feet from existing light pole across field south of Transitional Building to the concrete base of existing sign, install new conduit and four new #10 wires
- Sand fill conduit, backfill with loam and seed areas from trenching
- Job Site clean up
- All permits necessary for work included

Warranty:

The equipment furnished under this specification shall be new, unused, of the latest design and covered by a full and complete warranty. Warranty information is to be provided with the bidform.

INSTRUCTIONS TO BIDDERS:

CONDITIONS OF WORK:

Each Bidder shall inform himself/herself of the conditions relating to the construction, materials and the labor under which the work will be performed. Failure to do so will not relieve the Successful Bidder of his/her obligation to furnish all material and all labor necessary to carry out the provisions of the Contract Documents and to complete the work for the sum set forth in his/her bid.

The Bidder must satisfy himself/herself by his/her own investigation and research regarding all conditions affecting the work to be done and the labor and materials needed, and make his Bid in sole reliance thereon, and shall not at any time after the submission of the bid, assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

INFORMATION NOT GUARANTEED:

Information included in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing utilities and other structures is taken from the sources currently available to the Owner.

All such information is furnished only for the information and convenience of the bidders and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions encountered during construction will be the same as those indicated in the contract

Spec. # 14-002 Lighting

documents. No claim shall be made against the Owner due to actual conditions varying from those indicated in the contract documents.

Laws and Regulations:

The bidder's attention is directed to the fact that all applicable federal, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the proposed work, shall apply to the contract throughout, and they will be deemed to be included in the contract the same and though herein written out in full.

In accordance with the Rhode Island General Law 37-14-7, contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8000.

In accordance with Rhode Island General Law 37-13-14, bidders for public works/public buildings contracts in excess of \$50,000 shall furnish a performance and payment bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract and the payment for labor performed and material furnished in connection therewith.

Bidders must be licensed in the State of Rhode Island when required. All work shall be in accordance with all applicable Local, State and Federal codes and standards including but not limited to RI State Building Code, the RI State Fire Code, and the Americans with Disabilities Act.

Permits and Fees:

The firm will pay for all permits pertaining to his/her work. The contractor will apply for a permit before any work is started. A copy of such permit will be hand delivered to the Facilities for his approval prior to the start of the project.

Insurance:

- A. The Contractor shall purchase and maintain insurance which will protect him/her from claims arising out of or resulting from his/her activities under this contract, whether those activities are performed by himself/herself, by any subcontractor or by anyone directly or indirectly employed by any one of them or by anyone whose acts may be liable.
- B. Bidders shall submit proof of coverage under the Workman's Compensation insurance system of the State of Rhode Island or other similar benefit acts.
- C. Bidders shall submit a valid certificate of insurance naming the **Cumberland School Department as additional insured**. All coverages shall be on an "Occurrence" form with minimum acceptable coverages as follows:

Worker's Compensation:	
State and Federal	Statutory
Employer's Liability	100,000 per Accident
	500,000 Disease Policy Limit
	100,000 Disease Each Employee

Comprehensive or Commercial General Liability (including Premises-Operations:
Independent Contractors' Protective: Products and Completed Operations: Broad
Form Property Damage);

Spec. # 14-002 Lighting

Bodily Injury:
\$1,000,000 each Occurrence
1,000,000 Aggregate

Property Damage:
\$1,000,000 each Occurrence
1,000,000 Aggregate
Products and Completed Operations
\$1,000,000 each Occurrence
1,000,000 Aggregate

Contractual Liability:
Bodily Injury:
\$1,000,000 each Occurrence
1,000,000 Aggregate
Property Damage:
\$1,000,000 each Occurrence
1,000,000 Aggregate

Business Automobile Insurance
\$1,000,000 Combined Single Limit Liability Insurance

The company providing insurance and bonds shall be a duly authorized insurance company with a rating of "A" or greater as rated by the A.M. Best Co., and must be listed on Department of Treasury Circular #570, and which is satisfactory to the Owner and authorized to do business in the State of Rhode Island.

- D. As a prerequisite to signing the contract and prior to the expiration of ten (10) days following notification of award, the bidder shall have furnished certificates of insurance.
- E. If the Owner permits the Contractor to use any of the Owner's equipment, tools or facilities, such use shall be gratuitous and the Contractor shall release the Owner from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools or facilities, irrespective of the condition thereof or any negligence on the part of the Owner permitting their use.

BID DATE:

A pre-bid meeting be held on Friday, September 27, 2013, 9:00 a.m. starting at Cumberland High School, 2600 Mendon Road., Cumberland, RI. At this time, any and all questions or comments will be made by the bidders. The bidder use this opportunity to as uestions and shall make no other claims for misinterpreting or misunderstanding any and all aspects of the project. **Attendance is not mandatory, but advisable.**

Bids are due by Oct. 8, 2013 at the Business Office, Cumberland School Department, 2602 Mendon Road, Cumberland, RI 02864. At which time they will be opened publicly.

SPECIAL WAGE AND EMPLOYMENT CONDITIONS:

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and wage rates to be paid under the Contract. In conformity with the provisions of State Labor laws for Public Works Projects, General Laws of Rhode Island, Revision of 1956, Chapters 37-12 and 37-13, as amended, the minimum wages for the day's work paid to a craftsman, teamster, and laborers shall

Spec. # 14-002 Lighting

not be less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wage has been established on a minimum hourly basis and is on file in the office of the State Department of Labor.

Applicable provisions for General Conditions, OSHA regulations and laws govern this work. The provision applies equally and specifically to all contractors, subcontractors supplying labor and/or equipment, and/or materials as required under AHFRA and OSHA regulations.

QUALIFICATIONS OF BIDDER AND SUB-BIDDERS:

The owner may make such investigations, as he deems necessary to determine the ability of the bidder and all Sub-bidders to perform the work. The Bidder and all Sub-bidders shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such Bidder or Sub-Bidder fails to satisfy the Owner that he/she is properly qualified to carry out the obligations of the contract and to complete the work.

TIME AND COMPLETION AND DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the owner that the work will begin on a date mutually acceptable to the Owner and the Contractor. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein in the specification is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

PROTECTION OF WORK:

This contractor shall be responsible for the proper protection of his work and materials from injury or loss. All material left during the progress of the work shall be secured at all times.

If equipment, items or premises are scratched or otherwise damaged, the contractor shall touch up all such damages and paint after installation is complete and leave in a completely finished condition.

QUALITY ASSURANCE:

Work will be warranted for a period of one year from date of acceptance.

All work shall be tested to the satisfaction and acceptance of the Cumberland School Department testing requirements. Any damages resulting from tests shall be repaired and/or damaged materials replaced, to the satisfaction of the Cumberland School Department. Contractors shall be responsible for the costs or repair and restoration or work of other trades damaged by test or cutting that has to be done in conjunction with tests and repairs.

HOUSEKEEPING:

The job sites shall be cleaned at the end of each day, with all debris removed from sited and floors swept.

BUILDING ACCESS:

Insofar as possible, the consultant, in carrying out his/her work, must employ such methods or means as will not cause any interruption of the school's schedule or jeopardize the safety of students and staff.

INTERPRETATIONS AND ADDENDA:

No interpretations of the meaning of the drawings, specifications or other Contract Documents will be made to the bidder orally. Every request for such interpretation shall be made in writing, addressed to the Business Manager, alex.prignano@cumberlandschools.org and to be given consideration must be received at least five calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions shall be in the form of a written addenda to the specifications which

Spec. # 14-002 Lighting

will be, duly issued, and emailed to all prospective bidders (at the respective email address furnished by the Bidder for such purposes).not later than Sept. 27, 2013..

In submitted bids, no oral instructions, no matter by whom given, requiring changes in the Contract Documents will be recognized as authorized by the Owner. Failure of the Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid submitted. All addenda so issued shall become part of the Contract Documents. All addenda received prior to the bid date shall be acknowledged in the proposal form.

PROPOSAL CONTENT:

The proposal must contain, at a minimum, the following information

- Identify sub-contractors who would be assigned to project, if any.
- Completed Bid Form
- Three references
- Sample Certificate of Insurance
- Specifications if bidding on alternate product or manufacturer

FACTORS FOR AWARD:

The School Committee reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cumberland. All proposals will be reviewed and rated utilizing the following criteria:

1. Cost effectiveness.
2. Corporate qualifications and experience on relevant projects and the firm's ability to undertake and complete project in a timely manner.

The contract will be awarded to the responsible bidder whose proposal is determined to be the most advantageous to the Town of Cumberland. Price and other factors considered are the sole discretion and judgment of the Cumberland School Committee.