



**Chester County Intermediate Unit**

DATE: June 1, 2022

TO: All

Bidders

FROM: Joseph P. Lubitsky, Chairman  
Chester County School Districts' Joint Purchasing Board

RE: **RFP FOR STAND BY GENERATOR SERVICE FOR THE AVON GROVE  
SCHOOL DISTRICT 22-25**

The Chester County School Districts' Joint Purchasing Board is currently soliciting RFPs for STAND BY GENERATOR SERVICE. The Specifications and Vendor RFP Forms are attached. Locations to be serviced will be determined as per the specifications.

Sealed RFPs are to be delivered to:

Chester County School Districts' Joint  
Purchasing Board c/o Chester County  
Intermediate Unit,  
Educational Service Center  
455 Boot Road  
Downingtown, PA 19335

**ATTN:** Jason Lichtfus, CCIU Purchasing Manager

**In a sealed envelope marked in the lower left hand corner:**

**"SEALED RFP - Generator"**

**Due no later than 2:00 p.m., June 21, 2022.**

Chester County Intermediate Unit

**NOTICE TO VENDORS**

**NOTICE** is hereby given that sealed RFPs will be received by the Purchasing Manager of the CCIU, Chester County, 455 Boot Road Downingtown PA, , on **June 21, 2022**, at 2:00 p.m. prevailing time. RFPs will be opened and publicly read at this time Via Zoom. RFPs are sought for the following items:

**STAND-BY GENERATOR for the Avon Grove Area School District,  
257 State Rd West Grove PA 19390**

RFPs will be opened and read in public via Zoom at the CCIU Administration Building, 455 Boot Rd Downingtown PA 19335. The CCIU will award a contract based upon the lowest RFP to the responsive, responsible Vendor submitting the lowest RFP.

Specifications and RFP forms are included in this packet.

The CCIU Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all RFPs, waive irregularities, and decide as to the responsibility of the Vendors.

Vendors are required to comply with the requirements of the law against discrimination (Affirmative Action).

The CCIU Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all RFPs, waive irregularities, and decide as to the responsibility of the Vendors, and make award on a lump sum basis.

Joseph Lubitsky, Director of Administrative Services  
Chester County Intermediate Unit  
455 Boot Road  
Downingtown PA 19335

## **INFORMATION FOR VENDORS STAND-BY GENERATOR GENERAL REQUIREMENTS**

### **A. INTERPRETATIONS**

In order to be fair to all Vendors, no oral interpretations will be given to any Vendor as to the meaning of any of the Specifications or any part thereof. Every request for such a consideration shall be made in writing to the CCIU Administrator/Clerk. Based upon such inquiry, the CCIU may choose to issue an Addendum in Accordance with Local Public Contracts

### **B. GENERAL**

The Specifications state the Minimum Requirements of the CCIU. All RFPs must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The CCIU may consider as "Irregular" or "Non-Responsive" any RFP not prepared and submitted in accordance with the RFP documents and specifications, or any RFP lacking sufficient technical literature to enable the Township to make a reasonable determination of compliance with the specification.

It shall be the Vendor's responsibility to carefully examine each item of the specifications. Failure to offer a completed RFP or failure to respond to each section of the Technical Specification will cause the proposal to be rejected without review as "Non-Responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit, misrepresentation, or failure to disclose a fact or information necessary for the Township to make an informed judgment in responding to the specification will be cause for rejection.

The purpose of this document is to provide minimum specifications for the Generator that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment, and appearance of the Generator. All dimensions given are the approximate sizes required to meet the needs of this agency. All vendors and manufacturers must meet all state and local regulations regarding the manufacturing, licensing, and sale of Generators within the state.

With the intent to standardize certain components, specific brands may be specified in certain places. This is done to establish a particular standard of quality. Other brands will be accepted providing the vendor or manufacturer details how another brand will meet or exceed the quality of the actual brand specified.

## **II. GENERATOR**

The successful Vendor will be expected to commence service as early as July 1<sup>st</sup> 2022

## **III. SERVICE LOCATION**

Below are the locations where service would take place:

- 375 S. Jennersville Rd. West Grove, PA 19390 -1 Propane Generator
- 383 S. Jennersville Rd. - 1 Diesel Generator
- 395 S. Jennersville Rd.- 1 Diesel Generator
- 107 School House Rd. - 1 Diesel Generator
- 10 Waltman Way Rd.- 1 Diesel Generator
- 257 State rd. -1 Diesel Generator

IV. **GENERAL CONDITIONS OF RFP**

- A. All RFP prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals that are incomplete, conditional or obscure may be rejected as informal. In case of any discrepancy between the words and figures the written words shall be considered as being the RFP price.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the Vendors and marked "**GENERATOR**" with the name and address of the Vendors on the envelope.
- D. RFPs shall be addressed to:

Jason Lichtfus, Purchasing Manager  
Chester County Intermediate Unit  
455 Boot Road, Downingtown PA 19335
- E. All mailed RFPs shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.
- F. Alternatively, RFPs may be hand delivered prior to the date and hour specified, to the Township Administrator/Clerk at the above address.
- G. RFPs will be received no later than **2:00 p.m.** on **June 21, 2022** at which time all received RFPs will be publicly opened and read via Zoom at the Chester County Intermediate Unit , 455 Boot Road, Downingtown PA 19335
- H. Vendors assumes responsibility for having the RFP in the hands of the Administrator/Clerk on time whether the RFP is mailed or hand delivered.
- I. Addenda, if any, issued before opening of RFPs, shall be considered and included in any proposal.
- J. No verbal answer will be given to any inquiries in regards to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the RFP. No verbal statement regarding the RFP by any persons before the award of the RFP will be authoritative. Any explanation desired by any Vendors must be requested in writing. If a reply is made, it will be communicated to all Vendors who have indicated their intention to RFP. All inquiries regarding the above must be brought to the attention of the Township no later than ten (10) days prior to the opening of the RFPs.

- K. Any instructions concerning the item to be supplied will be given or issued by the CCIU Administrator/Clerk or an authorized representative of the governing body of the CCIU of Chester County.
- L. If the Vendors is not going to furnish the item exactly as described, all deviations must be indicated even though the deviation may exceed what is described in these specifications. For each deviation taken, the Vendors must include a detailed technical description of what is to be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- M. All RFPs must be completed on the enclosed forms. No other forms or specifications are to be used. By rejecting any RFPs not so submitted, CCIU will insure that all Vendors are submitting on the same standard so a fair evaluation can take place.
- N. The price quoted shall be the price at the time of delivery to CCIU.
- O. All items furnished shall conform to the applicable specifications included in the RFP documents.
- P. Within twenty-one (21) days of the RFP opening, the CCIU Committee will award the contract to the lowest responsible Vendors, or reject all RFPs received. If additional time is required beyond twenty-one days, CCIU must request permission to do so from the three apparent lowest responsible Vendors for an additional period of time to be agreed upon by CCIU and the Vendors.
- Q. CCIU will provide for the execution of contract within twenty-one (21) days of the award of contract.
- R. CCIU and the Avon Grove School District are exempt from any State Sales Tax or Federal Excise Tax.
- S. Payments will be made upon the approval of vouchers submitted by the successful Vendors(s) in accordance with the requirements of Avon Grove School District's customary AP procedures.
- T. General RFP Conditions must be met satisfactorily.
- U. Where applicable, items of foreign origin must be so indicated. Vendor's signature on the RFP proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- V. As required by, a Public Disclosure Statement, as provided, must be completed and included with the RFP.
- W. Vendors will faithfully execute and carry out all requirements of PA Laws. For those Vendors whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be employed.
- X. A certificate is required showing that the Vendors owns, leases, or controls all necessary equipment required by these specifications.

- Y. As required by the PA's Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful Vendors, where applicable.
- Z. All bonding requirements must be strictly adhered to.
- AA. In the event a Vendor is a partnership, the Vendor must state the name and address of all partners, the partnership's business name and address, and must be signed by at least one of the partners with the signature witnessed.

In the case of a corporate Vendors, the RFP must show the State of Incorporation, the principal office address, and must be signed by the President or Vice-President, attested by the secretary or by a duly authorized agent of the Corporation and proof of authority should be attached.

In the event a Vendors is a limited liability company, the Vendors must state the name and address of all members, and the Manager or Members must sign the RFP, as appropriate.

All documents shall be submitted in accordance with the instructions.

**BB. Site inspection and Pre-RFP Conference**

All Vendors are required to inspect the Project Site and provide an energy requirement (# kW necessary to run the building) prior to submitting RFP. There will be a **MANDANTORY pre-RFP meeting on Monday June 6, 2022 1:00 PM at the 257 State Road, West Grove PA 19390**

**V. REJECTION OF RFPS**

The CCIU Committee reserves the right to reject any and all RFPs submitted. The CCIU Committee also reserves the right to waive any irregularities or immaterial variances from the specifications and RFP documents, if in its judgment, the interests of the County and or District will be best served.

The CCIU retains the right to reject any and all RFPs if an error within these RFP specifications is found prior to or after the RFP date. The Township additionally retains the right to reject any and all RFPs if any or all parts of the specifications are not complied with, regardless of total RFP price. Final decision of whether or not a RFP complies with these specifications is solely the judgment of the Township. Each Vendors agrees to accept the decision of the Township as final without recourse or prejudice.

Each RFP submitted must contain a non-collusion statement, signed by an authorized officer of the corporation, partner or general partner (if a partnership), manager of a limited liability company, including a raised seal if Vendors possesses one, or individual. All non-compliance or deviations from the specifications shall be listed on the form provided.

**VI. DUPLICATE RFPS**

In the event that the Vendors represents more than one manufacturer meeting the manufacturer requirements outline herein, then the Vendors shall only RFP the highest quality generator that the Vendors represents. Under no circumstances will multiple RFPs from the same Vendors on different manufacturers be accepted. Should a Vendors submit two or more RFPs representing more than one manufacturer, then ALL RFPs submitted by that Vendors will be rejected as being

non-compliant with the requirements of this specification. The Township is seeking quality equipment. Vendors are asked to RFP ONLY the product of the highest level of quality represented by that Vendors.

**VII. AWARD OF CONTRACT –**

1. Competency and responsibility of Vendors will be considered in making the award. CCIU reserves the right to reject any or all RFPs and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate RFPs, or irregularities of any kind. Claims on account of mistakes or omissions in RFPs will not be considered, except as specifically permitted by law.
2. Before awarding a contract, the CCIU may require apparent low Vendors to qualify as a responsible Vendors by furnishing:
  - (a) A financial statement showing assets and liabilities of Vendors current to a date within FIFTEEN (15) days of the RFP opening.
  - (b) A list of not less than five (5) governmental entities to which Vendors has sold comparable generator(s) within the last five years.
  - (c) The number of regular employees of the organization and length of time the organization has been in business under the present name. For the purposes of establishing creditability and successful record of quality work, a minimum of ten years of business is established as the minimum criteria for acceptance.

Should the CCIU determine the apparent low Vendors is not the lowest responsible Vendors, the apparent low Vendors will be notified and the RFP security returned without prejudice.

**VIII. INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

- A.** Contractor shall indemnify and hold harmless CCIU from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by CCIU based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patented copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of CCIU.
- B.** The Vendors acknowledges that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work, in the furnishing of this Generator.

**IX. DEMONSTRATION**

The CCIU may require Vendors to provide a demonstration of the item it is proposing to supply to the CCIU and District.

X. **BONDING:** RFP Bonds, and Consent of Surety, are waived in this RFP.

XII. **PAYMENT**

District agrees to pay Vendors within thirty (30) days after satisfactory delivery of the item. Payment to be made in accordance with Wantage's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Vendors shall be understood to be a release in full of all claims against District for payment under this contract.

The RFP price shall be on a F.O.B. destination and acceptance basis at the Purchaser's specified location. The Price shall be complete and include warranty. Payment shall be made in accordance with these specifications and the RFP Proposal submitted by the Vendors. Payment shall be made upon acceptance of the equipment specified under these specifications. The RFP price and conditions must be specified on the RFP proposal form. RFP price shall be valid for at least thirty [30] days from the date of the RFP opening or as otherwise specified on the RFP proposal form. Full payment shall be made when the unit is received, inspected, and found to comply with the specifications.

XII. **USE OF BRAND NAMES IN THESE SPECIFICATIONS**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to the District is furnished establishing such equivalency. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all RFPs will be compared.

RFPs will be accepted for consideration on any make or model that is equal or superior to the brand(s) specified. Decisions of equivalency will be at the sole interpretation of the District.

XII. **WARRANTY**

The successful Vendors shall provide a warranty as described in the Specifications.



CHESTER COUNTY SCHOOL DISTRICTS' JOINT PURCHASING BOARD  
Downingtown, Pennsylvania

FORM OF PROPOSAL - Generator RFP

TO: Chester County School Districts' Joint Purchasing Board  
c/o Chester County Intermediate Unit  
455 Boot Road  
Downingtown, PA 19335  
Attention: Jason Lichtfus, Purchasing Manager

Gentlemen:

We, the undersigned, herewith propose and agree to furnish to the participating school districts any one or all of the items or services that we have bid at the net prices proposed.

This proposal is subject to all the terms of the contract documents, which include the Advertisement for Bids; Notice of Proposal; Instructions to Bidders; General Conditions; Legal Conditions; Specific Information. Also, we hereby agree to enter into this written contract to furnish such items or services as may be awarded to us, and to furnish such security as these specifications require.

We understand that the Chester County School Districts' Joint Purchasing Board reserves the right to reject any or all bids or any portion thereof, or to select single items from any bid.

The undersigned bidder certifies to having read all bid related documents and offers to furnish items and/or services, as specified, to the school districts participating in the Chester County School Districts' Joint Purchasing Board in exact accordance with these specifications and conditions at the prices stated on the attached bid forms.

If Bidder is an individual Sign Here: \_\_\_\_\_

If Bidder is an individual, trading under a fictitious name, or as a partnership Sign Here: \_\_\_\_\_

Title

Trading as: \_\_\_\_\_

If Bidder is a corporation, fill in corporate Corp. Name: \_\_\_\_\_  
name, sign and affix seal

(SEAL)

By: \_\_\_\_\_  
President or Vice President

Attest: \_\_\_\_\_  
Secretary or Assistant Secretary

Date

Bidder's Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Typed Name of Above Signatory \_\_\_\_\_ Website: \_\_\_\_\_

Sales Rep/Contact: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Chester County School Districts' Joint Purchasing Board**  
 c/o Chester County Intermediate Unit  
 455 Boot Road  
 Downingtown, PA 19335

**RFP FORM OF PROPOSAL**

**FOR**

**Generator Preventive Maintenance RFP**

Company Name: \_\_\_\_\_

Sales Rep/Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

The 12-month cost must include for the Preventative Maintenance service and Inspections any costs for materials, labor, supervision, travel, tools and equipment required to perform.

	Total Number of Generators		2022-23 Total		2023-24 Total		2024-25 Total
			12 Month Cost		12 Month Cost		12 Month Cost
375 S. Jennersville Rd, West Grove, PA 19390	1 Generator		\$		\$		\$
383 S. Jennersville Rd	1 Generator		\$		\$		\$
395 S. Jennersville Rd	1 Generator		\$		\$		\$
107 School House	1 Generator		\$		\$		\$
10 Waltman Way	1 Generator		\$		\$		\$
257 State rd	1 Generator		\$		\$		\$
<b>Yearly Total</b>			\$		\$		\$

## **AFFIRMATIVE ACTION INSTRUCTIONS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of PA, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code where applicable

All Vendors and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with PA Laws as applicable
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with PA codes.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your RFP.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

- YES
- NO

- A. If yes, attach a copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of PA Certificate of Employee Information Report.
- B. If no, and you become successful Vendors, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

DATE \_\_\_\_\_, 2022

Telephone Number \_\_\_\_\_ -

**NON-COLLUSION AFFIDAVIT**

Contract/Bid No. RFP: Generator 22-25

State of \_\_\_\_\_ :  
 : s.s.  
County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.

(5) \_\_\_\_\_, it affiliates, subsidiaries, officers, directors, and  
(Name of my Firm)  
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of my Firm)  
representations are material and important, and will be relied on by Chester County Intermediate Unit  
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Chester County Intermediate Unit of the true facts relating to the submission of bids for this contract.  
(Name of Public Entity)

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED BEFORE  
ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed/Typed Name of Above Signatory

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title/Company Position