



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

Public Bid # 5-3-13-23

Boiler Maintenance Service Contract

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: <https://www.bwrsd.org/Page/2880> to ensure proper registration to receive all documents.

General Bid Schedule

RFP Released	March 13, 2023
Bidder Questions and Clarifications Ends	March 21, 2023 4:00 pm
Bids Due Back	March 27, 2023 2:00 pm
Bid Opening	March 27, 2023 2:45 pm
Planned Date of Contract Start	July 1, 2023

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

Boiler Maintenance Service Contract

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 frank.caliri@bwrsd.org no later than **March 21, 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 or 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
Boiler Maintenance Service Contract

INTENT

The following request is for a one -year service contract, with two (2) one-year options from July 1, 2023 through June 30, 2026.

The Bristol Warren Regional School District District (henceforth "the District") is seeking bids for a Boiler Maintenance Service Contractor to perform services in a multi-facility/school environment. In addition to the required Scope of Work the District is seeking a vendor who will be proactive in helping the District manage all boiler repairs both preventative and emergency more effectively.. It is intended that the successful bidder will work in partnership with the District staff, students and custodial personnel in all facets of access to facilities along with timing of performed work.

Locations:

The District has 7 facilities:

- 1) Mt. Hope High School, 199 Chestnut Street, Bristol
- 2) Kickemuit Middle School, 525 Child Street, Warren
- 3) Colt Andrews Elementary School, 570 Hope Street, Bristol
- 4) Guiteras Elementary School, 35 Washington Street, Bristol
- 5) Hugh Cole Elementary School, 50 Asylum Road, Warren
- 6) Rockwell Elementary School, 1225 Hope Street, Bristol
- 7) Reynolds School (Administration), 235 High Street, Bristol

SCOPE OF WORK

A) Contractor will be responsible for:

- All major and minor boiler repairs, including but not limited to the following: diagnostic, rebuilds, overalls, teardowns, retrofits and re-tubes
- Performance of annual maintenance per the manufacturer's guidelines
- Removal and disposal of all trash and oil from floors when job is completed for the day
- Provision of the appropriate off-site disposal of used parts and trash

- Reporting of any observed equipment deficiencies to the Facilities department the same day they have been observed.
- Copies of licenses and insurance must be submitted with a bid offer.
- Contractor must conform to RI Prevailing Wage Requirements, set forth in RIDLT, Municipal Contract Addendum, Prevailing Wage Requirements (RIGL 37-13-1 Et Seq).
- The Contractor shall be held liable by BWRSD for damages caused by his employees to any equipment, apparatus, or installed property in the buildings. The Contractor shall procure, at his expense, all necessary insurance, licenses and permits and shall conform to all laws and regulations. All bidders will be investigated as to organization, ability to perform and experience. In order to more easily evaluate the Bristol Warren Regional School District Service Schedule

BWRSD values a safe and secure working environment

- The contractor should wear a company logo shirt and/or uniform. (no tank tops or undershirts).
- The contractor is responsible for the protection of all students, visitors, and district personnel from hazards and/or injuries due to their operations on the work site.
- The contractor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede Ingress or egress.
- The contractor shall not impede a normal day to day function of the facility, its occupants or school programs.

BID FORM
Boiler Maintenance Service Contract

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

Boiler Maintenance Service Contract

Bidder/Contractor/Vendor Name: _____

Itemized Pricing:

Fee: _____

If awarded the contract, the undersigned agrees to commence starting after the issuance of a Purchase Order form, which shall be considered the Notice to Proceed.

Bidder takes no exception to terms, conditions, specifications and/or any other requirements herein unless expressly noted, and in writing to the Owner prior to the Bid

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 administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: ____ # of MBE Subcontractors/Suppliers used:

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the goods and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov.

Signature of Authorized Agent of Business: _____ Date: _____