



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

Public Bid # 8-5-8-23

Track Resurfacing

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	April 28, 2023
Bidder Questions and Clarifications Ends	May 3, 2023 4:00 pm
Bids Due Back	May 9, 2023 2:00 pm
Bid Opening	May 9, 2023 2:15 pm
Planned Date for completion	July 1, 2023

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

Track Resurfacing

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 christy.belisle@bwrsd.org and Frank.Caliri@bwrsd.org no later than **May 3, 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
District Athletics:

INTENT

The following request is for a track resurfacing contract, **to be completed by July 1, 2023**

The Bristol Warren Regional School District District (henceforth "the District") is seeking bids for **Track Resurfacing**

The District encourages all vendors to review site conditions, existing operations, and expects vendors to provide a transition plan to ensure services continue without interruption.

The successful bidder must meet the following objectives:

- **Complete all work by July 1, 2023**
- 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>

LOCATION

Mt. Hope High School, 199 Chestnut Street, Bristol

SCOPE OF WORK

A) Track Resurfacing: Contractor will be responsible for:

1) The work to be done under this contract consists of repairing and resurfacing the existing track surface. Resurfacing should consist of applying a thinned binder layer which will soak through the existing surface to improve the bond between layers which is starting to fail. All to be administered at Mt. Hope High School before July 1, 2023. A separate bid to stripe the track for 400' HS track distances will be posted with work to be completed after the surface is ready.

- A)** Successful proposals will include evaluation of asphalt subsurface, repair as needed, replacing rubberized surface, and clean-up of construction site.
- B)** RUNNING TRACK REJUVENATION APPROX. – 5,500 SY 1. Clean existing track of all dirt and debris. 2. Patch misc. areas on track with rubber and binder. 3. Mask off areas to protect from overspray. 4. Apply two (2) coats of surface spray over entire track surface
- C)** Please include lump sum bids for this term and two (2) consecutive yearly treatments to follow.

BID FORM
Track Resurfacing

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.	<hr/> Signature <hr/> Title

FEE INFORMATION

Track Resurfacing

BASE BID Year 1: July 1, 2022 - June 30, 2023:

Lump Sum Fee: _____

BASE BID Year 2: July 1, 2023 - June 30, 2024:

Lump Sum Fee: _____

BASE BID Year 3: July 1, 2024 - June 30, 2025:

Lump Sum Fee: _____

Contractor/Vendor: _____

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. The planned **Date of Start is** _____.

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

Signature

Appendix A

INSURANCE EXHIBIT

The professional individual or firm shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "Bristol Warren Regional School District" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Superintendent and/or Chief Financial Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.

Minimum Limits of Insurance

1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty {30} days' prior written notice by certified mail, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage:
 - a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects : liability arising out of activities performed by or on behalf of the contractor ; products and completed operations of the contractor; premises owned, leased or used by the contractor . The coverage shall contain no special limitations on the scope of protection afforded to the District.
 - b. The contractor's insurance coverage shall be the primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.
 - d. Coverage shall state that the contractor insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the District, Superintendent and/or the Chief Financial Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

Appendix B



**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: _____