



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

Public Bid # 4-03-13-23

### **Warren School Grounds Maintenance:**

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 14, 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 2:30 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

### **Warren School Grounds Maintenance**

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](mailto:frank.caliri@bwrsd.org) no later than **March 21, 2023 4:00 pm**.

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**  
**Warren School Grounds Maintenance:**

**INTENT**

The following request is for a one [1] -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 Grounds Maintenance Services.

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:

- The following request is for a three [1] year service contract for Lawn Care and Snow Removal
- 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 a 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>

**LOCATIONS**

The District has 2 facilities in the Town of Warren:

- 1) Kickemuit Middle School, 525 Child Street, Warren
- 2) Hugh Cole Elementary School, 50 Asylum Road, Warren

## SCOPE OF WORK

### A) Lawn Care: Contractor will be responsible for:

**1) Spring Cleanup:** Clean up is to take place during the period of time between March 15 and April 15 of each year. All grass areas to be fan rakes. All leaves and other debris removed. All tree pits shall be relieved of leaves, rubbish, etc. All lawns and playing fields upon completion of the removal of debris shall be rolled to be free of frost heaves utilizing a roller if 2,000 pounds minimum. All damaged lawn areas on roadside edges caused by winter traffic are to be re-graded and re-seeded. All waste materials resulting from spring cleanup shall be disposed of by the contractor.

**2) Pine Bark Mulch:** A 2" application of premium grade pine bark mulch to all plants and beds at Hugh Cole and Kickemuit Middle School upon completion of Spring Cleanup.

**3) Grass mowing:** The mowing of all grass at all schools weekly, to a height of 2 inches. Mowing equipment is to be kept sharp and in proper adjustment at all times in order to assure smooth and even mowing without skips or scalping. The mowing of areas directly adjacent to school buildings shall not take place during times when classes are in session. The limited, or total lack of growth, of predominant grass species caused by season drought or for any other reasons will not relieve the contractor from performing all the work necessary for the cutting of concentrated or isolated weed growth to a height of 2 inches. The Contractor will collect and remove from the area all normal ground litter and debris prior to each weekly mowing. The areas on steep slopes, between rock outcroppings, around guardrail posts etc. are to be kept trimmed with hand shears or grass whips. The use of chemical growth retardants, herbicides, soil sterilants, etc. will not be permitted without prior approval of the Director of Facilities. All such chemicals must be EPA registered and accepted and applied by a certified applicator. The contractor accepts full responsibility for damage in the event of chemical runoff and/or drift.

**4) Shrub and Flower Bed Maintenance:** All shrub and flower beds are to be maintained with accepted and approved horticultural practices. At the beginning of this contract, all weeds and foreign growth are to be uprooted and removed from school property by the contractor. Monthly, throughout the period covered by this contract, all beds are to be hand cultivated for the removal of objectionable growth. Caution is to be exercised in the vicinity of shallow rooted plants. Any and all Perennials or annual plant materials damaged or destroyed by the contractor, caused by careless workmanship, is to be replaced at the contractor's expense with healthy Material of equal type and size.

**5) Trimming and Pruning:** All flowering shrubs, evergreens and hedge material plants are to be trimmed or pruned as required and in accordance with accepted and approved horticultural practices. The attention given to any plant unit is to occur not less than once or more than twice during the period covered by this contract (as instructed). The use of hand operated or electric equipment is permitted, providing such equipment is sharp, in proper adjustment and is the accepted tool designed for the operation being performed. The contractor will be required to remove from flowering shrubs all dead wood, damaged growth and approximately 25% of old

wood as required for the revitalization of the unit receiving attention. All evergreens are to be trimmed as required for the preservation of existing shape and size (as directed). All waste materials resulting from such work is to be removed by the contractor. Note: Guiteras and Andrews School hedges shall be trimmed between June 15 and July 1 and also between September 1 and September 15.

**6) Stone Traps:** All stone traps adjoining buildings, dams, banks of drainage brooks and courtyard trenches shall be kept free of weeds and undesirable growth and debris are to be removed from the site by the contractor.

**7) Litter:** Will be the contractor's responsibility to police all locations, and remove all rubbish and debris, before performing any mowing activity. Rubbish and debris are to be removed from the site by the contractor.

**8) Weed Control:** Once yearly, during the term of this contract, all undesirable vegetation shall be removed from the curbing, cracks in asphalt lots, roadways, tennis courts, and all walkways, so as to leave all maintained grounds in a clean and neat appearance. Existing growth is to be extracted and removed. This is to be done immediately followed by an application of EPA registered and accepted herbicide, applied by a certified applicator, to prevent future vegetation growth. The contractor accepts full responsibility for damages; in the event there is herbicide runoff and/or drift.

**9) Football/Soccer Field(s):** Athletic fields are not associated with the District and therefore are not to be considered for purposes of this bid.

**BID FORM**  
**Warren School Grounds Maintenance:**

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.

<b>General Information</b>	
<b>Legal Name</b>	
<b>Street Address</b>	
<b>City / State / Zip</b>	
<b>Telephone / Fax</b>	
<b>E-Mail Address</b>	
<b>Primary Contact Name</b>	
<b>Contact Information</b>	
<b>Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.</b>	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <b>Signature</b>
	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <b>Title</b>



**FEE INFORMATION**

**Warren School Grounds Maintenance:**

**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](http://www.mbe.ri.gov).

Signature of Authorized Agent of Business: \_\_\_\_\_ Date: \_\_\_\_\_