



## INVITATION FOR BIDS:

Bid #1-1-31-2002

Roof Replacement Projects  
at

Guiteras Elementary School  
35 Washington Street, Bristol, RI

Bristol Warren Regional School District

January 2022

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PART I  
INFORMATION FOR  
BIDDERS

**1.1 RECEIPT AND OPENING OF BIDS**

A. The Bristol Warren Regional School District, acting herein through its Superintendent (herein called the "District"), invites bids on the forms attached hereto for ultimate approval by the Bristol Warren Regional School Committee.

Bids will be received by the District at the office of the Chief Finance Officer, School Administration Building, 235 High Street, Bristol, Rhode Island 02809 until 10:00 a.m. on February 16, 2022. The bid opening will be virtual.

Join Zoom Meeting

<https://us06web.zoom.us/j/81320854778?pwd=bXdBVkdDYi94cHlsc2x2SzdUTUhJdz09>

Meeting ID: 813 2085 4778

Passcode: 295238

Find your local number: <https://us06web.zoom.us/j/kcVGD08NnS>

The bids will be opened and read aloud at the School Administration Building, 235 High Street, on February 16, 2022 at 10:00 a.m. The envelopes containing the bids must be sealed, addressed to the Chief Finance Officer, School Administration Building, 235 High Street, Bristol, Rhode Island 02809, and designated as "PROPOSAL BID FOR GUITERAS ROOF REPLACEMENT PROJECT".

B. The District may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

**2.0 INVITATION FOR BIDS BECOMES PART OF CONTRACT:** This Invitation for Bids shall be incorporated, in its entirety, into the Contract between the District and the successful Bidder (the Contractor).

**3.0 PRE-BID CONFERENCE:** A Pre-Bid Conference shall occur February 3, 2022 at 3:30 p.m. at Guiteras Elementary School, 35 Washington St, Bristol, RI 02809

Bidding documents in the form of Drawings and Project Manual, may be obtained beginning January 31, 2022 from the school districts website.

<https://www.bwrsd.org/Page/2880>

Questions should be emailed to both the Architect ([tdonnelly@rgb.net](mailto:tdonnelly@rgb.net)) as well as the Director of Facilities, ([Thomas.wood@bwrsd.org](mailto:Thomas.wood@bwrsd.org)) by February 11, 2022.

Questions will be answered as formal addenda to be posted to the district's website no later than (2) days prior to the Bid Due Date.

The planned date of Substantial Completion is August 26, 2022.

**4.0 FORM OF BID:**

Bids must be submitted on and in accordance with the Specification Section 000410 "BID FORM" included. Blank spaces must be filled in as noted. No change shall be made in the wording or in the item or items mentioned therein. Bids 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. Bids which are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected as informal.

**5.1 SUBMISSION OF BID:**

A. Each bid must be submitted on the prescribed form, printed in ink or typewritten. All bids must be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addenda thereto.

B. Each bid must be submitted in sealed inner and outer envelopes bearing on the outside of each envelope the name of the Bidder, his/her address and the name of the project for which the bid is submitted. Both envelopes shall be clearly labeled "BID DOCUMENTS" so as to guard against opening prior to the time set therefore and no blame shall be attached to any agent or employee of the District for the opening of any Bid.

C. Bids which are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected as informal.

**6.0 MODIFICATION OR ALTERATION OF BID:**

6.1 The Bidder may modify his/her bid by written communication by initialing the place of change or erasure, as well as explained or noted over the signature of the Bidder at any time prior to the scheduled closing time for receipt of bids.

6.2 If the intent of the Bidder's written or telegraphic communication is not clearly identifiable, the interpretation most advantageous to the District will prevail.

6.3 An offer to modify a bid which is received from the successful Bidder after award of Contract which makes the terms of the bid more favorable or advantageous to the District will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the successful Bidder.

6.4 In addition to price, the District will consider past performance, as well as the ability of the Bidder to carry out the provisions of the contract.

**7.0 WITHDRAWAL OF BID:**

Bids may be withdrawn in person or by written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been opened.

**8.0 ACCEPTANCE OR REJECTION OF BID:**

The District reserves the right to award the bid by item and further reserves the right to reject any and all bids or parts thereof, to waive any informality in the bids received and to accept the bid, or parts thereof, which it deems to be most favorable to the best interest of the District.

**9.0 QUALIFICATIONS OF BIDDER:**

The District may make such investigations as it deems necessary to evaluate and determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time stated. Conditional bids will not be accepted.

**10.1 DISQUALIFICATION OF BIDDER:**

One or more of the following conditions shall result in the disqualification of a bidder and rejection of his/her bid.

- A. Evidence of collusion among Bidders.
- B. A material representation in a Bid.
- C. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

**11.0 BID BOND/SECURITY:**

Each Bidder must submit bid security in the form of a certified check or a bank cashier's or treasurers' check, or a Bid Bond duly executed by the Bidder as principal or having as security therein a Surety Company approved by the District, in the amount of fifteen percent (5%) of the total amount of the bid proposal. Such checks or bid bonds will be returned to all except the three lowest Bidders within a reasonable time after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the District and the accepted Bidder have

executed the contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid. The applicable requirements pertaining to the bid bond shall also apply to the certified check.

No bid will be considered for a contract if a bid bond in the sufficient amount has not been submitted.

The successful Bidder will be required to furnish a Performance Bond and a Labor and Materials Payment Bond (AIA Document A312), each in the amount of 100 percent of the contract price

**12.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

The successful Bidder, upon the notification of the acceptance of his/her bid, shall within ten (10) days execute and deliver the contract and bonds required herein. Upon failure or refusal to complete the foregoing, Bidder shall forfeit to the District, as liquidated damages for such failure or refusal, the security deposited with his/her bid. The Bidder's forfeiture of security shall be a waiver of all rights as a bidder under the contract and shall relieve the District of all responsibility to said Bidder.

**13.1 SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with the delivery of the executed Contract, the successful Bidder shall furnish a Surety Bond or Bonds:

- A. In the amount of 100% of the total price for the first (1<sup>st</sup>) year of the Contract as security for faithful performance of the Contract, and
- B. for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as included herein.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the District and authorized to do business in this State of Rhode Island.

**14.0 BONDING AND INSURANCE COMPANIES:**

The company (or companies) used by the Bidder/Contractor for bonding and/or insurance purposes, must be licensed to do business in the state of Rhode Island.

**15.0 TIME OF COMMENCEMENT/COMPLETION AND LIQUIDATED DAMAGES:**

The successful Bidder must agree to commence/complete work on or before dates to be specified in a written Notice to Proceed from the District. The successful Bidder must agree also to pay as liquidated damages the sum of Five Hundred (\$500.00) Dollars for each consecutive calendar day, after the date fixed for commencement/completion thereafter as hereinafter provided in "CONTRACT" form. Allowance may be made when delay is beyond the Bidder's control.

**16.0 ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the construction documents or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation shall be made in writing. Questions should be emailed to both the Architect ([tdonnelly@rqb.net](mailto:tdonnelly@rqb.net)) as well as the Director of Facilities, ([Thomas.wood@bwrsd.org](mailto:Thomas.wood@bwrsd.org)) and to be given consideration, must be received at least five (5) days prior to the date fixed for the form of written addenda to the specifications, which, if issued, will be e-mailed to all prospective Bidders (at the respective addresses furnished at the pre-bid conference for such purpose) and posted to the district's website, not later than two (2) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum of interpretation shall not relieve such Bidder from any obligation under his bid as submitted. **All addenda so issued shall become part of the contract documents.** Oral instructions or information concerning this invitation To Bid given out by officer, employees or agents of the District to prospective Bidders shall not bind the District.

**17.0 POWER OF ATTORNEY:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**18.0 LAWS AND REGULATIONS:**

The Bidder's attention is directed to the fact that all applicable federal and state laws, town ordinances (including zoning ordinances) and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**19.0 FOREIGN CORPORATIONS:**

The Bidders attention is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions, precedent, etc. to carrying on business within this State for foreign corporations.

**20.0 CONTRACT:**

It is expected that a contract (AIA A101) will be executed between the General Contractor and Owner within seven (7) days following notice of the acceptance of bid by the Owner. The General Contractor shall agree to commence work within seven (7) days upon award of contract.

**21 BASIS OF AWARD OF CONTRACT:**

21.1 The School Committee will award the Contract to the most qualified, responsive and responsible Bidder submitting the most advantageous bid to the District. Bids will be evaluated in light of costs determined by the District to be necessary for adequate performance of the Contract.

21.2 A "responsive Bidder" is a Bidder who has submitted a bid which conforms to all material aspects to this Invitation for Bids.

21.3 A "responsible Bidder" shall mean a qualified Bidder who has the capability in all respects, including financial responsibility, to fully perform the Contract requirements, and the integrity and reliability which will insure good faith performance.

21.4 The District reserves the right to select bidders other than the lowest and to consider factors other than bid prices in determining which bid is most advantageous to the District.

21.5 Any determination of the qualified, responsive and responsible Bidder submitting the most advantageous bid and award is subject to review and determination by the District's Attorney as to legal sufficiency of any bid submitted. The District reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights and to award the contract on the basis of the lowest qualified evaluated bid price.

21.6 If an area remains unserved due to lack of or rejection of bids, the District may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service, to provide service in all or part of the unserved area.

**22.0 OBLIGATION OF BIDDER:**

At the time of the opening of bids each Bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation in respect to his bid.

**23.0 SAFETY AND HEALTH REGULATIONS:**

These bidding documents, and the joint and several phases of operation hereby contemplated are to be governed, at all times, by applicable provisions of the federal law(s), including but not limited to, the latest amendments of the following:

- A. William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596;
- B. Part 1910 – Occupational Safety and Health Standards, chapter XVII of Title 29, Code of Federal Regulations; and
- C. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

**24.0 IMMATERIAL VARIANCES:**

The District reserves the right to determine if equipment or materials which comply substantially in quality and performance with the specifications are acceptable to the District, and if any variance listed by the Bidder in his/her bid is material or immaterial.

**25.0 COST OF BID:**

This Invitation to Bid does not commit the District to pay any costs incurred by any bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under this Invitation to Bid.

# **APPENDIX A**

## **Bid Form**



SECTION 00 04 10 - BID FORM

TO: Bristol Warren Regional School District  
c/o The Robinson Green Beretta Corporation  
50 Holden Street  
Providence, Rhode Island 02908

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to and in compliance with your Bidding Requirements, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the entire project as required by and in strict accordance with the Drawings and Project Manual entitled,

Bristol Warren Regional School District  
Roof Replacement Projects  
at  
Guiteras Elementary School  
35 Washington Street, Bristol, RI

and of all Addenda (Nos. 1 through \_\_\_ ) issued by the Architect, The Robinson Green Beretta Corporation, in accordance with the Bidding Requirements. The cost of the project will be identified separately for each school.

The base bid price for all work at Guiteras Elementary School

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

ALLOWANCES:

Allowance #1 Remove & Replace 2,000 SF of Wood Roof Deck.

The contractor shall carry in the base bid; replacement of 2,000 SF of damaged or deteriorated wood roof deck. Any questionable roof deck shall be inspected by a certified structural engineer prior to replacement. Upon direction from the architect and owner, any found damaged or deteriorated wood deck shall be removed and disposed of and new wood deck matching



No. 4																				
	Unit of Measurement: SF (Square Feet)	\$																		
Unit Price No. 5	Roof Wood Deck Replacement																			
	Unit of Measurement: SF (Square Feet)	\$																		

TIME OF COMPLETION:

The undersigned agrees to substantially complete the project by August 26, 2022 in order to be complete by the start of school.

The undersigned also agrees to totally complete (final completion) the project within 30 days after the date of substantial completion.

In the event that project is uncompleted at the expiration of these periods, liquidated damages of \$500.00 per calendar day shall be assessed against the Contractor for each calendar day in excess of the periods of time allotted.

REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of the Rhode Island General Laws, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as a prime contractor is:

License Number: \_\_\_\_\_

ADDITIONAL PROPOSAL PROVISIONS:

In submitting this Bid, the undersigned agrees:

To the allowance percentages for overhead and profit as indicated in the Supplementary Conditions.

To accept the provisions of the Bidding Requirements.

To accept the provisions of the Contract Documents, as defined by Article 1.1.1 of the General Conditions.

To execute a Contract in the form stipulated, within eight (8) calendar days after the receipt of acceptance of this Bid, provided such acceptance is mailed, telegraphed, telephoned or delivered to the undersigned within the time stipulated in the Instructions to Bidders.

MISCELLANEOUS PROVISIONS:

In addition to the foregoing, the undersigned:

Has acknowledged receipt of all Addenda by inserting the number of the last Addendum in the first paragraph herein.

Has enclosed herewith the required bid security and a properly executed Letter of Intent, which requires the undersigned to execute the Bond prior to the start of any work.

Declares that this proposal in all respects is fair and made without collusion with any other person, firm or corporation making a proposal for this work.

Designates as his Office to which such notice of acceptance may be mailed, telegraphed or delivered:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

\* \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\*Insert Bidder's name

If a corporation, give the State of incorporation using the phrase "a corporation organized under the laws of

\_\_\_\_\_."

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

\_\_\_\_\_."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name and style of

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To comply with RIDE School Construction Regulations 1.04 School Construction Standards:

1.04-1 High Performance School Design –

Contractor to comply with the requirements of the most recent Northeast Collaborative for High Performance Schools Protocol (NE-CHPS) as identified in the Contract Documents including Drawings, and Specifications contained in the Project Manual.

1.04-2 Minority Business Enterprise (MBE) –

Contractors must demonstrate that 10% of the dollar value of the work performed against contracts for construction exceeding \$500,000 shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available.

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Law § 37-14.1-1, *et seq.* The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit the website <http://www.mbe.ri.gov/>

**Prevailing Wage** - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any Contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct.

END OF SECTION 000410