

Pawtucket School Department
Administration Building
286 Main Street
Pawtucket, RI 02980-0388
Phone: 401-729-6300 | Fax: 401-727-1641



Office of the Superintendent
Randy Buck, Acting Superintendent of Schools
Lee Rabbitt, Assistant Superintendent
Dr. Mark Andrade, Chief Operating Officer

Request for Proposal

Return Proposals No Later Than:

Closing Date: 10/31/2025
Closing Time: 10:00 AM
Bid Opening: Within 2 business days
Contract Award Date: TBD

Mail or Hand Deliver Proposal To:

Pawtucket School Department
Attn: Dr. Mark Andrade
andradem@psdri.net
Chief Operating Officer
286 Main Street, PO Box 388
Pawtucket, RI 02860

Pawtucket School Department assumes no responsibility for improperly marked or misdirected proposal responses and/or correspondence related to this document.

Offerors must provide the following information:

| | |
|---------------------------------|--|
| _____ | _____ |
| Name of Company | Mailing Address |
| _____ | _____ |
| (Area Code) Phone Number | City State Zip Code |
| _____ | _____ |
| Fax Number | Offeror's License # (if applicable) |
| Email Address: _____ | Certified Minority Offeror: YES NO (Circle One) |

I/WE the undersigned under penalties of perjury certify:

1. Submission of response to this proposal does not violate any federal or state antitrust laws.
2. To furnish item(s) and or service(s) identified herein, at the price(s) quoted, pursuant to all terms, conditions, provision, and specification contained in this document or any subsequent written amendments, which clearly reference this proposal number.
3. Compliance with all provisions and clauses by reference identified herein.

| | |
|---|--|
| _____ | _____ |
| Authorized Name & Title (Print or Type) | Authorized Signature & Date |

****Proposal must be signed by an authorized agent to be valid****

Purpose:

The Pawtucket School Department (PSD) is soliciting proposals from qualified contractors to furnish all labor, materials, equipment, and services necessary for the installation of a radon mitigation system at Potter-Burns Elementary School, located at 973 Newport Avenue, Pawtucket, RI 02861.

The purpose of this RFP is to address elevated radon levels identified in previous testing, in compliance with Rhode Island Department of Health (RIDOH) and Environmental Protection Agency (EPA) standards.

General Provisions:

1. This solicitation does not commit the Pawtucket School Department ("District") to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure any goods or services.
2. The District's procurement policy governs and supersedes any and all documents, proposals and policies, whether stated or implied
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. The proposal must be clearly marked in a sealed envelope as stated in the Instruction section of this Request for Proposal ("RFP").
5. In the event that a proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such proposal shall immediately inform the Chief Finance Officer, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
6. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addenda will be posted at www.psdri.net. Any addenda issued by the District shall become a formal part of this RFP.*** Addenda shall be forwarded to all potential Offerors who are known by the District to have received a completed copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The District shall not be legally bound by any amendment for interpretation that is not in writing.
7. **Proposal as Offer to Contract:** By submitting your proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon the final award *voted upon by the School Committee. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror.*
8. **Ambiguous Proposals:** *Proposals which are uncertain as to terms, delivery, quantity, or compliance* with requirement and/or specifications may be rejected or otherwise disregarded.
9. **Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
10. **Authorization and Acceptance:** The proposal must be signed by an authorized individual who shall bind the Offeror to these services in accordance with the requirements contained in the RFP. The proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.
11. **Awarding Policy:** The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof. The District reserves the right to make an award in total or in part, according to the best interests of the District. Offerors not willing to accept the award of a partial bid must so indicate as part of their proposal. The District shall award to the lowest responsive and responsible offeror. Factors other than price will be used in determining the lowest responsive and responsible offeror. Those factors include but not limited to: demonstrated experience in the type of work required, quality of the work performed previously by the offeror for the

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District and City of Pawtucket, professional background, experience, service and expertise of the offeror and length of all warranties that cover the equipment and/or work.

12. **Proposal Constitutes Offer:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.
13. **Proposal Expenses:** The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Offeror's response to this solicitation.
14. **Offeror's Qualification:** No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
15. **Clarifications:** The District reserves the right, at any time after opening and prior to award, to request any Offeror clarification, to address technical questions, or to seek, or provide other information regarding the Offeror's bid.
16. **Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Rhode Island Access to Public Records Act.
17. **Offeror Responsibility:** The Offeror alone will be held solely responsible to the District for performance of all Offeror obligations under any contract resulting from their proposal.
18. **Contract Documents:** This RFP is the contract between the District and the awarded Offeror. The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirement of this solicitation. Offerors may submit documents that clarify the Offeror's submission. Submitting such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the District. The District's RFP supersedes any Offeror's proposed document(s).
19. **Covenant Against Contingent Fees:** The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to cancel this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
20. **Correction or Error in the Proposal:** All prices and notation should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initiated by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
21. **District Closings:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or per-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.psdri.net
22. **District Policies:** The Offeror(s) and his/her/its representatives shall follow all District policies while on District property. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.
23. **Excusable Delay:** The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Offeror. If the failure to perform arises out of causes beyond the control of the Offeror and without the fault or negligence of the Offeror, the

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Offeror shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the Offeror were obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule.

- 24. Explanation to Prospective Offerors:** Any prospective Offeror desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Offeror before submissions of their proposals. **Deadline for submission of questions: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.**
- Any response to a request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other **explanation or interpretations.**
 - **Oral explanation and/or instructions given before the award of the contract shall not be binding.**
 - Any information given to a prospective Offeror pertaining to this solicitation shall be furnished promptly to other known prospective Offerors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Offerors.
- 25. Examination of Records:** The District shall have until three (3) years after final payment under this contract to access and/or examine any of the Offeror's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- 26. Licenses and Permits:** During the term of the contract, the Offeror shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract. Offeror shall provide a copy of same to the District with their submittal.
- 27. Offeror Responsibility:** Each Offeror shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve the Offeror of any obligations with respect to this RFP or contract.
- 28. Proper Invoice:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business
 - Contract number, Purchase Order Number, or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
 - Other substantiating documentation as required by the contract.
- 29. Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified offerors and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.
- 30. Responses:** All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offeror(s) must be able to meet or exceed any and all requirements.
- 31. Subcontracting:** The Offeror shall not subcontract any portion of this contract without prior written approval from the District, which consent shall not be unreasonably withheld, provided, Offeror remains liable for performance of all terms of this contract.
- 32. Unlawful Acts:** The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other persons or company engaged in the same line of business or commerce, or any other fraudulent act punishable under federal or state laws.

Proposal Content: Each Offeror must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in the Offeror's proposal being deemed non-responsive:

1. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means of contact for the representative.
2. **Previous experience and references:** Offerors shall provide as references, the names of at least three (3) current customers, similar in size and nature to work to be performed under this solicitation. Please provide name and telephone number. A brief description of the services provided shall accompany each reference. The District reserves the right to consider the level of customer satisfaction in award of the proposal. The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.
3. **Previous Default:** Have you ever defaulted on a contract or been denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances in your submission.

In submitting a proposal, the Offeror understands that the District will determine at its discretion, or in its best interest, which proposal, if any, is accepted. The Offeror waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Offeror.

Instructions to Offerors:

1. The District requires that one (1) original and two (2) copies of the proposal be submitted to the Chief Operating Officer no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
2. All proposals must be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the Offeror's name and address thereon.
4. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm -
Address -
Bid Proposal -
Bid Opening -

Notification:

The contract resulting from this RFP shall be awarded to the most responsive and responsible Offeror whose proposal is determined to be the most advantageous to the District. The District reserves the right, however, to reject any and all or portions of proposals received, and, in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP.

General Terms and Conditions:

1. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chief Financial Officer.

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2. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. The Offeror acknowledges (1) that District will contact various persons who are familiar with the Offeror's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that Offeror will not take any action against any person who responds truthfully and in good faith to a bona fide inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
3. **Governing Laws:** All proposals submitted in response to this solicitation are governed under the laws of the State of Rhode Island. The Offeror must be authorized and/or licensed to do business in the State of Rhode Island. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in the state, by the signing of this Agreement, the Offeror agrees to subject itself to the jurisdiction and process of the federal and state courts in Rhode Island as to all matters and disputes rising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
4. **Indemnification:** The Offeror(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act of omission of the Offeror(s).
5. **Minority Business:** Specify if your firm is a certified minority and/or women owned business. If so, please provide the District a copy of the certificate.
6. **Right to Protest:** Any Offeror who is aggrieved in connection with the awarding of a contract shall protest to the Chief Financial Officers within five (5) calendar days of the date of Award by the School Committee. The Protest should be emailed to Dale McGhee, Chief Financial Officer at mcgheed@psdri.net. **Submission of Data:** Each Offeror, upon request, shall submit evidence of liability insurance, Worker's Compensation insurance, and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The Contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The Offeror must furnish a statement of Worker's Compensation insurance as required by law and by entering into contract guarantees that the Offeror will not file a claim against the District. Upon request and/or prior to the commencement of work hereunder, potential Offerors shall furnish to the District a certificate that satisfies the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the Offeror. The insurance coverage listed in this RFP must be procured by the Offeror(s) at their own expense.
7. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the Contractor.
 - a. **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Offeror shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision of this RFP shall apply.

The District may, by written notice of default to the Offeror, terminate this contract in whole or in part if the Offeror fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

b. **Termination for Non-appropriations:**

- i. **Reduction in Scope:** Any contract entered into by the District shall be subject to cancellation without damages or further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the District reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

Specifications:

I. Introduction

The Pawtucket School Department (PSD) is soliciting proposals from qualified contractors to furnish all labor, materials, equipment, and services necessary for the installation of a radon mitigation system at Potter-Burns Elementary School, located at 973 Newport Avenue, Pawtucket, RI 02861.

The purpose of this RFP is to address elevated radon levels identified in previous testing, in compliance with Rhode Island Department of Health (RIDOH) and Environmental Protection Agency (EPA) standards.

II. Scope of Work

The awarded vendor will be expected to:

1. Review recent radon testing reports provided by PSD.
2. Design and install a radon mitigation system that ensures radon levels remain below 4.0 pCi/L, consistent with EPA action level guidance.
3. Coordinate work sequencing with PSD Facilities to ensure that installations align with building operations and instructional schedules.
4. Perform post-installation radon testing to confirm system effectiveness and provide a written report of test results.
5. Provide system documentation, including as-built drawings, manufacturer specifications, warranties, maintenance schedules, and brief operator training for PSD facilities staff.
6. **Maintain cleanliness and protect the learning environment throughout all phases of work:** Contain dust/debris from coring/boring (e.g., barriers, drop cloths, HEPA vacuuming, negative air where appropriate).
 - Protect adjacent finishes, furniture, technology, materials, and instructional areas.
 - Remove all waste daily and return all affected spaces to their prior condition at the end of each shift.
 - The site is an active learning environment; the contractor must stage, secure, and clean in a manner that prevents disruption and exposure to students and staff.
7. Provide adequate staffing and follow school-appropriate safety procedures at all times to complete work efficiently and safely in an operational school setting.

III. Work Hours (Second Shift)

1. All on-site activities shall be performed during second shift: 3:30 PM – 11:30 PM, Monday–Friday, unless otherwise approved in writing by PSD.
2. Any required exceptions (e.g., brief access during school hours) must be requested 48 hours in advance and coordinated with PSD Facilities.

IV. Mandatory Pre-Bid Walkthrough

1. (By Appointment) A mandatory site walkthrough is required for all bidders prior to bid submission.
2. Appointments must be scheduled with the Director of Facilities, John Cote, via email at cotej@psdri.net (phone scheduling available upon request). Only firms that complete the walkthrough will be eligible for the award. Attendance will be recorded; substitutions are not permitted without prior approval.

V. Proposal Requirements

To be considered responsive, each proposal must include the following information in the order listed:

1. **Cover Letter**
 - A brief introduction on company letterhead, signed by an authorized representative, outlining the contractor's interest in the project and commitment to meeting the requirements.
2. **Company Information**
 - Legal name of firm, address, and contact information.
 - Proof of licensure/certification for radon mitigation in the State of Rhode Island.
 - Proof of insurance coverage (general liability, worker's compensation, automobile, etc.).
3. **Qualifications and Experience**
 - Description of experience with radon mitigation installations, particularly in educational or institutional facilities.
 - Resumes of key personnel who will be assigned to the project.
 - List of at least three (3) references for similar projects within the last five (5) years, including contact information.
4. **Technical Approach**

Narrative description of the proposed mitigation strategy and system design.

 - Explanation of how the system will be integrated into the existing building layout.
 - Description of quality control and safety measures, including protection of students, staff, and school operations during installation.
5. **Project Timeline**
 - Detailed schedule including start and completion dates.
 - Identification of critical milestones (e.g., mobilization, installation phases, testing, training).
6. **Cost Proposal**
 - Itemized breakdown of all costs, including labor, equipment, materials, permits, testing, and training.
 - Identification of any optional or alternate items with associated costs.
 - Hourly rates for personnel (to be used for any additional services beyond the defined scope).
7. **Post-Installation Services**
 - Description of post-installation testing protocol.
 - Warranty terms for equipment and workmanship.
 - Maintenance recommendations and training for PSD facilities staff.
8. **Addenda Acknowledgment**
 - Confirmation of receipt and acknowledgment of any addenda issued during the RFP process.

VI. Contractor Qualifications

Respondents must demonstrate:

- Licensure and certification in radon mitigation in the State of Rhode Island.
- Proven experience with radon mitigation installations in educational or comparable facilities.
- Familiarity with RIDOH and EPA radon protocols.
- Adequate staffing, resources, and safety procedures to complete work in an operational school environment.

VII. Submission Requirements

Proposals must include:

1. Company profile, licenses, and certifications.
2. Detailed description of proposed mitigation approach and system design.

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3. Itemized cost proposal, including labor, equipment, materials, permits, and testing.
4. Proposed project timeline.
5. References from at least three (3) recent projects of similar scope.

VIII. Evaluation Criteria

Proposals will be evaluated based on:

- Technical qualifications and relevant experience.
- Compliance with RFP requirements.
- Cost competitiveness and clarity of proposal.
- References and past performance.
- Ability to meet the proposed timeline.

IX. Terms and Conditions

- PSD reserves the right to accept or reject any or all proposals.
- All work must comply with applicable federal, state, and local codes.
- Contractors are responsible for obtaining all necessary permits.
- Insurance coverage (general liability, worker's compensation, etc.) must be provided.

INSPECTION:

The District shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the District. Any items rejected shall be removed from the premises of the District and/or replaced at the entire expense of the successful Offeror.