

## REQUEST FOR PROPOSALS

**ITEM DESCRIPTION: Therapy Swings and Accessories**

**DATE AND TIME TO BE OPENED: Wednesday, May 11, 2022 at 1:00PM**

**PRE-BID CONFERENCE (IF APPLICABLE): None**

**SUBJECT MATTER EXPERT (NAME): Molly Hannon, Director of Purchasing**

**SUBJECT MATTER EXPERT (EMAIL): Molly.Hannon@ppsd.org**

**QUESTION DEADLINE: Friday, April 22, 2022 at 4:30PM**

### Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the Item Description shown above on the outside of the envelope. The proposal envelope and any information relative to the proposal must be addressed to:

**Purchasing Department, Suite 206  
797 Westminister Street  
Providence, RI 02903**

2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a flash drive.
3. Proposal responses must be in ink or typewritten.
4. Bidders are advised that all materials submitted to Providence Public Schools for consideration in response to this Request for Proposals shall be considered to be public records as defined in [R.I. General Law Section 38-2 et seq.](#), without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
5. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.
6. Questions regarding this request for proposals must be submitted to the Subject Matter Expert via email by the question deadline listed above. Questions will be answered via addendum to be posted publicly on the Providence Schools website. Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

## **Notice to Vendors General Terms**

1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
3. No proposal will be accepted if it is made in collusion with any other bidder.
4. Providence Public Schools reserves the right to award to a single vendor, to split the award between multiple vendors and to reject any and all proposals. Unless otherwise specified, Providence Public Schools reserves the right to make the award by item or items or by total as may be in its best interest.
5. As Providence Public Schools is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
6. In case of error in the extension of prices quoted, the unit price will 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.
7. Awards shall be subject to the General Terms set forth herein, which terms shall be deemed accepted by the Bidder upon submission of the bid proposal, subject to the provisions of this paragraph, and shall be further deemed to be incorporated into the contract upon issuance of the award. Any proposed exceptions, modifications, or deviations from the terms, conditions, and specifications contained herein must be listed and fully explained on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. Such proposed exceptions, modifications, or deviations shall be an additional variable for consideration by the Providence Public School District in addition to vendor qualifications, price, quantity, and/or scope of services. In all cases not indicated by Bidders as an exception, modification, or deviation, it is understood that the terms, conditions and specifications of the Providence Public School District shall apply. No exception, modification, or deviation shall be deemed accepted, approved, or otherwise incorporated into the contract unless expressly set forth in the award notice.
8. Proposals must meet the attached specifications. Bids may be submitted on an "equal in quality" basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.
9. A bidder who is an out of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law [Section 7-1.2-1401](#) et seq. as amended)
10. Delivery dates must be shown in the bid. If no delivery dates are specified, it will be assumed that an immediate delivery from stock will be made.

11. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
12. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law [Section 37-13-1](#) et seq. as amended).
13. All proposals will be disclosed at the opening date and time listed above. After a reasonable lapse of time, tabulation of proposals may be viewed on the Providence Public School's website (<https://www.providenceschools.org/Page/4634>).
14. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
15. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
16. Prior to commencing performance under the contract, the successful bidder (the "Contractor") shall attest to compliance with provisions of R.I. General Law [Section 28-29-1](#), et seq. If exempt from compliance, the Contractor shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
17. Prior to commencing performance under the contract, Contractor shall, submit a certificate of insurance, in a form and in an amount satisfactory to Providence Public Schools.
18. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the Director of Purchasing.
19. The Contractor shall not be paid in advance.
20. The contract shall be in effect from the date of award through **June 30, 2022** or for such other duration as may be agreed to in writing and signed by the parties, unless terminated by either party at any time, with or without cause.
21. In the event of termination by District or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
22. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications.
23. The Contractor must conduct a criminal background check, at the Contractor's expense, of all employees employed under the contract who interact with students, except District employees.

The Contractor shall provide a copy of the background check report(s) to the District, upon request.

24. The Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
25. The Contractor understands products produced as a result of the contract are the sole property of the District and may not be used by the Contractor without the express written permission of the District.
26. The Contractor agrees to hold District and the City of Providence harmless from any and all damages incurred by District or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
27. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party. Notwithstanding the foregoing, and subject to the provision concerning exceptions, modifications, or deviations set forth in Paragraph 7 hereinabove, the General Terms shall not be modified or amended in any way by subsequent agreement. In the event of a conflict between the General Terms and any subsequent modification or amendment to the contract, the General Terms shall control.
28. The Contractor expressly submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island.

**BID FORM 1: BIDDER INFORMATION**

**Agrees to Bid on: Therapy Swings and Accessories**

**DATE AND TIME TO BE OPENED: Wednesday, May 11, 2022 at 1:00PM**

Name of Bidder (Firm or Individual): \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title

## **I. Background**

The Providence Public School Department is soliciting proposals for the purchase and assembly of eleven (11) Therapy Swings and various accessories.

The awarded vendor must accept a Purchase Order with Net 30 terms.

Please submit questions regarding this solicitation to Director of Purchasing Molly Hannon at [Molly.Hannon@ppsd.org](mailto:Molly.Hannon@ppsd.org) using the subject line “**Therapy Swings RFQ Question**” no later than **Friday, April 22, 2022 at 4:30PM**.

Bids must be submitted in accordance with the instructions on page 1 (one) of this document. No electronic bids will be accepted.

## **II. Limitations**

This Request for Proposals (RFP) does not commit the Providence School Department to award any contract or pay for the preparation of any proposal submitted in response to this RFP. The Providence School Department may withdraw or amend this RFP in its entirety or in part, at any time if it is in the best interests of the organization to do so. This award is contingent upon the receipt of funding.

## **III. Proposal Requirements**

Proposals must include the following documents:

- Bid Form 1: Bidder Information (page 5 of this document)
- Bid Forms 2-12: Pricing for eleven schools (pages 7-17 of this document)
- Warranty Information
- W9

Bids may be submitted on an “equal in quality” basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.

**BID FORM 2: PRICING**  
**For Young Woods Elementary School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 2)		\$	\$
Haley's Joe Balance Buddy (Size 2)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 2)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Young Woods Elementary School</b> 674 Prairie Avenue Providence, RI 02905	N/A	N/A	\$
		Total Cost	\$

**BID FORM 3: PRICING**  
**For Carnevale Elementary School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 2)		\$	\$
Haley's Joe Balance Buddy (Size 2)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 2)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Carnevale Elementary School</b> 50 Springfield Street Providence, RI 02909	N/A	N/A	\$
		Total Cost	\$



**BID FORM 4: PRICING**  
**For Pleasant View Elementary School**

Equipment	Quantity	Unit Cost	Total Cost
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 2)		\$	\$
Haley's Joe Balance Buddy (Size 2)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 2)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Pleasant View Elementary School</b> 50 Obediah Broad Road Providence, RI 02909	N/A	N/A	\$
		Total Cost	\$

**BID FORM 5: PRICING**  
**For Del Sesto Middle School**

Equipment	Quantity	Unit Cost	Total Cost
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Del Sesto Middle School</b> 152 Springfield Street Providence, RI 02909	N/A	N/A	\$
		Total Cost	\$

**BID FORM 6: PRICING**  
**For Nathan Bishop Middle School**

Equipment	Quantity	Unit Cost	Total Cost
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Nathan Bishop Middle School</b> 101 Sessions Street Providence, RI 02906	N/A	N/A	\$
		Total Cost	\$

**BID FORM 7: PRICING**  
**For Nathanael Greene Middle School**

Equipment	Quantity	Unit Cost	Total Cost
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Nathanael Greene Middle School</b> 721 Chalkstone Avenue Providence, RI 02908	N/A	N/A	\$
		Total Cost	\$

**BID FORM 8: PRICING**  
**For Mt Pleasant High School**

Equipment	Quantity	Unit Cost	Total Cost
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Mt Pleasant High School</b> 434 Mt. Pleasant Avenue Providence, RI 02908	N/A	N/A	\$
		Total Cost	\$

**BID FORM 9: PRICING**  
**For Hope High School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Hope High School</b> 324 Hope Street Providence, RI 02906	N/A	N/A	\$
		Total Cost	\$

**BID FORM 10: PRICING**  
**For Dr. Jorge Alvarez High School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>Dr. Jorge Alvarez High School</b> 375 Adelaide Avenue Providence, RI 02907	N/A	N/A	\$
		Total Cost	\$

**BID FORM 11: PRICING**  
**For JSEC High School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>JSEC High School</b> 182 Thurbers Avenue Providence, RI 02905	N/A	N/A	\$
		Total Cost	\$



**BID FORM 12: PRICING**  
**For 360 High School**

<b>Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Haley's Joy On the Go Swing Frame, 3-pt Suspension (Size 3)		\$	\$
Haley's Joe Balance Buddy (Size 3)		\$	\$
Haley's Joy Carrying Bag for Balance Buddy		\$	\$
Haley's Joy Small Platform Board for Frame (Size 3)		\$	\$
Haley's Joy Large Platform Board for Frame (Size 3)		\$	\$
Assembly		\$	\$
Shipping & Handling TO: <b>360 High School</b> (Co-located at the JSEC Complex) 182 Thurbers Avenue Providence, RI 02905	N/A	N/A	\$
		Total Cost	\$

## Delivery Locations

One swing will be shipped to and assembled at each of the eleven (11) locations below.

**Young Woods Elementary School**

674 Prairie Avenue  
Providence, RI 02905

**Carnevale Elementary School**

50 Springfield Street  
Providence, RI 02909

**Pleasant View Elementary School**

50 Obediah Broad Road  
Providence, RI 02909

**Del Sesto Middle School**

152 Springfield Street  
Providence, RI 02909

**Nathan Bishop Middle School**

101 Sessions Street  
Providence, RI 02906

**Nathanael Greene Middle School**

721 Chalkstone Avenue  
Providence, RI 02908

**Mt Pleasant High School**

434 Mt. Pleasant Avenue  
Providence, RI 02908

**Hope High School**

324 Hope Street  
Providence, RI 02906

**Dr. Jorge Alvarez High School**

375 Adelaide Avenue  
Providence, RI 02907

**JSEC High School**

182 Thurbers Avenue  
Providence, RI 02905

**360 High School**

(Co-located at the JSEC Complex)  
182 Thurbers Avenue  
Providence, RI 02905