HARRISON PETERS
Superintendent



Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045
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# **REQUEST FOR PROPOSALS**

ITEM DESCRIPTION: Lumber and Supplies - One Year Contract (FY22) with Two Option Years

DATE AND TIME TO BE OPENED: Wednesday, April 21, 2021 at 1:00PM

PRE-BID CONFERENCE (IF APPLICABLE): None

**SUBJECT MATTER EXPERT (NAME): Molly Hannon** 

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

**QUESTION DEADLINE: Wednesday, April 7, 2021 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 Westminster Street Providence, RI 02903

- 2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a CD or 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. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained. 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.
- 8. 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 <u>Section 7-1.2-1401</u> et seq. as amended)
- 9. 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.
- 10. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 11. 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 <u>Section 37-13-1</u> et seq. as amended).

- 12. 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).
- 13. 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.
- 14. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
- 15. Prior to commencing performance under the contract, the successful bidder (the "Contractor") shall attest to compliance with provisions of R.I. General Law <u>Section 28-29-1</u>, 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.
- 16. 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.
- 17. 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.
- 18. The Contractor shall not be paid in advance.
- 19. 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. Notwithstanding the foregoing, in no case shall the duration of the contract exceed the period of one year.
- 20. 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.
- 21. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, and Acts of God.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.
- 27. 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**

Title

Signature of Representation

### Providence School Department Lumber – One Year Blanket Contract (FY22) with Two Option Years

### **Scope of Work**

Providence Public School Department (PPSD) a vendor to provide lumber and associated items for a one-year period (FY22 – July 1, 2021 to June 30, 2022) with two one-year options upon mutual agreement of the district and the awarded vendor(s) for FY23 (July 1, 2022 to June 30, 2023) and FY24 (July 1, 2022 to June 30, 2023).

The district does not maintain a storage facility for lumber and will pick up lumber and materials on an as-needed basis. For this reason, the district expects that the selected vendor will maintain a stock of materials on hand at their location.

Selected vendor must accept Purchase Orders with Net 30 terms.

Selected vendor will be expected to reference the PPSD purchase order number and the specific work order number on all invoices for tracking purposes.

#### **Submission Requirements**

- 1. Bid Form 1 (Bidder's Information page 5 of this document)
- 2. Bid Form 2 (Pricing pages 7-9 of this document)

Electronic submissions will not be accepted. Vendors looking to hand-deliver their submissions to the Purchasing Department should contact Molly Hannon via email at <a href="Molly.Hannon@ppsd.org">Molly.Hannon@ppsd.org</a> to arrange a time for delivery.

#### **Evaluation**

Preference will be given to vendors located within a **20-mile radius** of Providence Public School Department Central Office (located at 797 Westminster Street, Providence, RI 02903). In determining lowest cost vendor, the district may include the cost of travel time to and from the location to pick-up materials.

#### **Ouestions**

Questions regarding this solicitation should be sent to Molly Hannon at Molly.Hannon@ppsd.org no later than Wednesday, April 7, 2021 at 4:30PM Questions will be answered via addendum on or after Thursday, April 8, 2021.

#### **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.

# BID FORM 2: PRICING Lumber Supplies – One Year Contract

Year 1: July 1, 2021 to June 30, 2022

Quantity	Description	<b>Unit Cost</b>	Total
200	2x4-5/8 Fissured Tile #942 Item #32300160A		
80	4x8-5/8 ACS Fir Plywood Item #20100130A		
80	4x8-3/4 ACX Fir Plywood Item #20100140A		
80	2x4-8 #2 & BTR KD Euro Spruce Item #4200108A		
40	1x3-RL Spruce Furring KD Item #2750100A 10/8		
30	1x6-RL C Select EW Pine S4S 1/10 Item #7200200A		
80	4x8-1/2 L/W Gypsum Panel Item #34100272A		
10	BDL 1"1"48" Survey Stakes (25) Item #50100410A		
30	4x8-1/4 VC Exterior Lauan Item #21400110A		
15	BDL 16" WC Utility Shingles Item #13200110A		
20	50 LB Hydraulic Water Stop Item #38100385A		
20	4x8090 White FRP Liner Panel Item #22670100A		
10	7/8" DW Furring Channel 12' Item #34400400A		
80	4/8-5/8 L/W F/C Gypsum Panel Item #34100285A		
40	1x6-RL #2-Finish Prim Pine S4S 1/10 Item #6400200A		
20	5-gallon pail of joint compound		

## BID FORM 2 (CONT): PRICING Lumber Supplies – One Year Contract with Two Option Years

Option Year 1: July 1, 2022 to June 30, 2023

Quantity	Description	<b>Unit Cost</b>	Total
200	2x4-5/8 Fissured Tile #942 Item #32300160A		
80	4x8-5/8 ACS Fir Plywood Item #20100130A		
80	4x8-3/4 ACX Fir Plywood Item #20100140A		
80	2x4-8 #2 & BTR KD Euro Spruce Item #4200108A		
40	1x3-RL Spruce Furring KD Item #2750100A 10/8		
30	1x6-RL C Select EW Pine S4S 1/10 Item #7200200A		
80	4x8-1/2 L/W Gypsum Panel Item #34100272A		
10	BDL 1"1"48" Survey Stakes (25) Item #50100410A		
30	4x8-1/4 VC Exterior Lauan Item #21400110A		
15	BDL 16" WC Utility Shingles Item #13200110A		
20	50 LB Hydraulic Water Stop Item #38100385A		
20	4x8090 White FRP Liner Panel Item #22670100A		
10	7/8" DW Furring Channel 12' Item #34400400A		
80	4/8-5/8 L/W F/C Gypsum Panel Item #34100285A		
40	1x6-RL #2-Finish Prim Pine S4S 1/10 Item #6400200A		
20	5-gallon pail of joint compound		

## BID FORM 2 (CONT): PRICING Lumber Supplies – One Year Contract with Two Option Years

Option Year 2: July 1, 2023 to June 30, 2024

Quantity	Description	<b>Unit Cost</b>	Total
200	2x4-5/8 Fissured Tile #942 Item #32300160A		
80	4x8-5/8 ACS Fir Plywood Item #20100130A		
80	4x8-3/4 ACX Fir Plywood Item #20100140A		
80	2x4-8 #2 & BTR KD Euro Spruce Item #4200108A		
40	1x3-RL Spruce Furring KD Item #2750100A 10/8		
30	1x6-RL C Select EW Pine S4S 1/10 Item #7200200A		
80	4x8-1/2 L/W Gypsum Panel Item #34100272A		
10	BDL 1"1"48" Survey Stakes (25) Item #50100410A		
30	4x8-1/4 VC Exterior Lauan Item #21400110A		
15	BDL 16" WC Utility Shingles Item #13200110A		
20	50 LB Hydraulic Water Stop Item #38100385A		
20	4x8090 White FRP Liner Panel Item #22670100A		
10	7/8" DW Furring Channel 12' Item #34400400A		
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20	5-gallon pail of joint compound		