

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: Gym Floor Repairs and Refinishing

DATE AND TIME TO BE OPENED: Wednesday, July 14, 2021 at 1:00PM

PRE-BID CONFERENCE (IF APPLICABLE): None

SUBJECT MATTER EXPERT (NAME): Jaime Audette

SUBJECT MATTER EXPERT (EMAIL): Jaime.audette@ppsd.org

QUESTION DEADLINE: Friday, July 2, 2021 at 1:00PM

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: Gym Floor Repairs and Refinishing

DATE AND TIME TO BE OPENED: Wednesday, July 14, 2021 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

Providence Public School District

Request for Proposals

Gym Floor Repairs and Refinishing

2021-2022

Funding Source (Contingent on Funding): Stimulus Funds

I. Background

The Providence Public School Department (PPSD) is soliciting proposals from qualified vendors to repair and refinish the wood gym floors in schools throughout the District.

II. Required Qualifications

PPSD requires a vendor to meet the qualifications and specifications listed below.

- a. Experience with maintenance and repairs to gym floors in an academic environment. Provide 3 examples, if available.
- b. References by a minimum of 3 administrators
- c. Insurance in accordance with the information on page 12 of this document

III. Scope of Work

Projects planned throughout the District include, but are not limited to the following:

- a. Vartan Gregorian ES
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- b. Alfred Lima ES
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- c. Nathanael Greene MS Gym A
 - Removal of affected wood flooring and sub-floor (approximately 75 sf)
 - Replace section with like material using proper clips and weaving into existing floor.
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- d. Nathanael Greene MS Gym B
 - Removal of affected wood flooring and sub-floor (approximately 75 sf)

- Replace section with like material using proper clips and weaving into existing floor.
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- e. Spaziano ES
- Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- f. Bailey ES
- Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- g. Webster ES
- Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- h. Carl Lauro ES
- Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.
- i. DelSesto MS
- Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.

Alternate:

Due to a recent glycol leak in the DelSesto gym, which has since been remediated, the wood flooring may need to be replaced due to staining. This will need to be determined once the floor is sanded.

- j. George J. West
 - Removal of affected wood flooring and sub-floor (approximately non-linear 300 sf)
 - Replace section with like material using proper clips and weaving into existing floor.
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.

- k. Mt. Pleasant HS Small Gym
 - Removal of affected wood flooring and sub-floor (approximately non-linear 300 sf)
 - Replace section with like material using proper clips and weaving into existing floor.
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.

- l. Mt. Pleasant HS Large Gym
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.

- m. Hopkins MS Gym A
 - Removal of affected wood flooring and sub-floor (approximately non-linear 100 sf)
 - Replace section with like material using proper clips and weaving into existing floor.
 - Sand and refinish affected area to match existing floor as closely as possible.
 - Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
 - Ensure all appropriate court markings are appropriately painted and visible.

- n. Hopkins MS Gym B
 - Removal of affected wood flooring and sub-floor (approximately non-linear 150 sf)

- Replace section with like material using proper clips and weaving into existing floor.
- Sand and refinish affected area to match existing floor as closely as possible.
- Repaint and refinish existing gym floor using MFMS approved oil based gym finish material.
- Ensure all appropriate court markings are appropriately painted and visible.

This list of projects is not inclusive of all projects. Additional projects may be identified based on the availability of funds as well as the needs of the District.

IV. Cost Proposal

PPSD shall pay the Vendor on a time and material basis. Certain out of pocket expenses such as filing fees, and permit fees that are normally paid by the Owner, shall be deemed reimbursable expenses and shall not be included under the fee cap described above.

Non-reimbursable items shall be paid by the Vendor. The items include, but are not limited to, travel expenses, sustenance, telephone, facsimile, electronic mails, postage and delivery expenses, unless specifically required under separate clauses in the contract.

V. 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.

VI. Proposal Evaluation

Criteria	Possible Points
Capacity and Qualifications of Vendor	20 Points
Previous Project Experience/ References	20 Points
Work Plan	20 Points
Cost Proposal	40 Points
Total Possible Points	100 Points

** Cost Proposal Evaluation:

The vendor with the lowest cost proposal shall receive 100 percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

VII. Proposal Requirements

1. Executive Summary with history and background of your company
2. Hourly rates for the proposed team.
3. Minimum of three (3) references

Providence Public Schools may choose to seek clarifications from vendors with regard to their proposals. All responses will be provided in writing, and incomplete and/or unclear responses may result in a proposal being deemed technically unacceptable. Providence Public Schools reserves the right to make a selection without requesting clarification. Additionally, Providence Public Schools may not necessarily seek clarifications from all vendors submitting proposals.

PPSD's Insurance Requirements

The Vendor shall carry insurance coverage as specified below for not less than the following limits, unless a greater amount is required by law.

1. Workers Compensation Insurance, with Employers Liability Insurance, as required by law or the limits set forth below, whichever is greater:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease-Each Employee
\$500,000 Bodily Injury by Disease-Policy Limit

2. Commercial General Liability Insurance, with limits not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Personal Injury Liability
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

3. Auto Liability Insurance, with limits not less than:

\$1,000,000 Combined Single Limit of Liability

4. Umbrella Liability Insurance

\$5,000,000 Each Occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate

5. Environmental Liability Insurance, with limits not less than:

\$2,000,000 Each Claim
\$2,000,000 Aggregate Limit

Certificate Holder shall read as **Providence Public School District**. Further, **Providence Public School District**, as well as **The City of Providence**, shall be included as Additional Insured on all policies except Vendor's workers' compensation policy. Policies with respect to which the Owner is an additional insured shall include an endorsement that the Vendor's insurance is primary and the Owner's insurance is secondary with respect to covered losses.