

## REQUEST FOR PROPOSALS

**ITEM DESCRIPTION: Warehouse Lease for Providence Public School District (FY22-FY24) – Three-Year Contract with Three One-Year Options**

**DATE AND TIME TO BE OPENED: Wednesday, March 24, 2021 at 1:00PM**

**PRE-BID CONFERENCE (IF APPLICABLE): Monday, March 8, 2021 at 11:00AM (Virtual, Non-Mandatory; see page 7 for details)**

**SUBJECT MATTER EXPERT (NAME): Joseph DiPina**

**SUBJECT MATTER EXPERT (EMAIL): Joseph.DiPina@ppsd.org**

**QUESTION DEADLINE: Friday, March 12, 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  
Attn: Molly Hannon  
797 Westminster Street  
Providence, RI 02903**

2. Bidders must include **at least** one original, one copy, and a 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 [Section 7-1.2-1401](#) 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 [Section 37-13-1](#) 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 [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.
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, 2024** 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**

**Agrees to Bid on: Warehouse Lease for Providence Public School District (FY22-FY24) – Three-Year Contract with Three One-Year Options**

**DATE AND TIME TO BE OPENED: Wednesday, March 24, 2021 at 1:00PM**

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

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

Warehouse Location Address: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Title

# Warehouse Lease

## Three-Year Lease with Three One-Year Options (Contingent Upon Funding)

### Background

Providence Public School Department (PPSD) is seeking proposals for a three-year lease with three (3) one-year options for a well-ventilated and appropriately lit warehouse space located in Providence, Rhode Island.

### Property Requirements and Specifications

The property must:

- Be located in Providence, Rhode Island
- Meet all federal and local building and accessibility guidelines
- Have 15,000 to 20,000 sq ft of warehouse space made available to PPSD
- Be able to accommodate vehicles with 15 ft. height
- Provide two means of egress **OR** a 65 ft turning radius
- Have a loading bay (loading dock preferred)
- Have an automatic door that is 15 ft by 10 ft
- Have at least 4 offices with separate heating and air-conditioning from warehouse space
- Have secured parking accommodations for at least ten (10) vehicles
- Have two separated bathrooms with handicap accessibility
- Have at least one utility closet
- Have one (1) 10-gallon or more hot water tank
- Have at least one (1) slop sink
- Be available for occupancy on July 1, 2021
- Be one floor, or if multiple floors, have a freight elevator

Bids **must** include at least \$1,000,000.00 in liability insurance plus fire insurance. Building and facility upkeep will be the responsibility of the lessor, not Providence Public School Department. Bids should **not** include heat and utilities; Providence Public School Department will be responsible for heat and utilities.

PPSD is looking to fence off at least 10,000 sq. feet of space, preferably on one floor, for sensitive materials that require additional security.

### Bid Requirements

Bids must include:

- Bid Form 1: Bidder Information (page 5 of this document)
- Bid Form 2: Pricing (page 8 of this document)
- An executive summary describing the property and its specifications
- A floorplan of the property
- Proof of liability insurance
- Proof of fire insurance

## **Contract Term**

This request for proposals is for a three-year contract with three one-year options for renewal:

Years 1 - 3:	July 1, 2021 to June 30, 2024
Option Year 1:	July 1, 2026 to June 30, 2025
Option Year 2:	July 1, 2027 to June 30, 2026
Option Year 3:	July 1, 2028 to June 30, 2027

## **Pre-Bid Conference**

An optional pre-bid conference will be held virtually with staff from Providence Public School Department on Monday, March 8, 2021 at 11:00AM. Vendors interested in this solicitation are encouraged to attend this optional pre-bid to ask questions and learn more about the solicitation. If you are interested in attending this pre-bid, please contact Director of Purchasing Molly Hannon via email no later than Friday, March 5, 2021 to obtain the call info. Please use the subject line **“Warehouse Lease Pre-Bid Conference.”**

## **Questions**

Questions concerning this solicitation should be emailed to Joseph DiPina, Assistant Superintendent of Administration, at [Joseph.DiPina@ppsd.org](mailto:Joseph.DiPina@ppsd.org). Questions are due via email by Friday, March 12, 2021 at 4:30PM and will be answered via addendum. No questions will be accepted over the phone. PPSD is not obligated to answer late questions.

## **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.

## **Evaluation and Award**

Staff from PPSD will review all bids against the requirements of this Request for Proposals. Bidders whose properties meet the minimum requirements may be contacted for a walk-through of the property. PPSD may include the one-time cost of moving materials from the current warehouse to the new warehouse in determining the lowest cost bid.

**BID FORM 2: Pricing**

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

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year

**Year 2: July 1, 2022 to June 30, 2023**

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year

**Year 3: July 1, 2023 to June 30, 2024**

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year

**TOTAL FOR YEAR 1 TO YEAR 3**

\$ \_\_\_\_\_

**Option Year 1: July 1, 2024 to June 30, 2025**

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year

**Option Year 2: July 1, 2025 to June 30, 2026**

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year

**Option Year 3: July 1, 2026 to June 30, 2027**

\$ \_\_\_\_\_ / month x 12 months = \$ \_\_\_\_\_ / year