ANGÉLICA INFANTE-GREEN
Commissioner

DR. JAVIER MONTAÑEZ
Acting Superintendent

Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
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www.providenceschools.org

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: Reconditioning of Athletic Equipment – Three Year Contract (FY23-FY25)

DATE AND TIME TO BE OPENED: Wednesday, February 23, 2022 at 1:00PM

PRE-BID CONFERENCE (IF APPLICABLE): None

SUBJECT MATTER EXPERT (NAME): Jason Menard

SUBJECT MATTER EXPERT (EMAIL): Jason.Menard@ppsd.org

QUESTION DEADLINE: Thursday, February 3, 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
   ATTN: Molly Hannon
   797 Westminster 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, 2025** 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: Reconditioning of Athletic Equipment – Three Year Contract (FY23-FY25)

DATE AND TIME TO BE OPENED: Wednesday, February 23, 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

Providence Public School District

Request for Proposals for

Reconditioning of Athletic Equipment

Three Year Contract (FY23-FY25)

Funding Source (Contingent on Funding): Local

I. Background

The Providence Public School Department is soliciting proposals from qualified vendors to perform reconditioning of athletic equipment for various high schools throughout the district as needed.

II. Contract Term

The district intends to award a three-year contract as a result of this solicitation.

Year 1: July 1, 2022 to June 30, 2023
Year 2: July 1, 2023 to June 30, 2024
Year 3: July 1, 2024 to June 30, 2025

III. Proposal Requirements

Bids must include the following items:

- Bid Form 1 (Bidder's Information; page 5 of this document)
- Bid Form 2 (Pricing; pages 8-13 of this document)
- Letters from Riddell and AHI certifying authorization to recondition football equipment
- Copy of product completed Liability Insurance Policy
  - Minimum $12,000,000.00 coverage must be submitted with bid
  - Insurance must be *per occurrence* **NOT** claims made
- Sample copy of your firm's helmet TRAK system detailing the information we request inside our bid

PPSD reserves the right to consider bids missing any of the above documents unresponsive.

Bids must be submitted in accordance with the instructions on page 1 of this document. No electronic bids will be accepted. Digital signatures are acceptable.

IV. 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.

V. Questions

Questions concerning this solicitation should be emailed to Jason Menard at Jason.Menard@ppsd.org by Thursday, February 3, 2022 at 4:30PM.

BID FORM 2: PRICING

I. Base price for reconditioning of a helmet:

	2022/2023	2023/2024	2024/2025
HELMET	$_____	$_____	$_____

PLEASE NOTE: ALL RETURNING RECONDITIONED HELMETS **MUST** MEET THE 4 STAR CRITERIA.

Please place an "X" next to the items on the following list that are covered by your base price and enter cost of those not covered.

A. Disassemble or remove from shell ("X" or cost):

	2022/2023	2023/2024	2024/2025
1. Air liners	$_____	$_____	$_____
2. Stabilizer blocks	$_____	$_____	$_____
3. Jaw pads	$_____	$_____	$_____
4. Chin straps	$_____	$_____	$_____
5. Sweat band	$_____	$_____	$_____
6. Front & Back Sizers	$_____	$_____	$_____
7. Face mask	$_____	$_____	$_____

B. Cleaning ("X" or cost):

	2022/2023	2023/2024	2024/2025
1. Helmet Shell	$_____	$_____	$_____

2. Air liners	$_____	$_____	$_____
3. Jaw pads	$_____	$_____	$_____
4. Chin straps	$_____	$_____	$_____
5. Sweat bands	$_____	$_____	$_____
6. Buffing of shell for painting or polishing	$_____	$_____	$_____
7. Face mask	$_____	$_____	$_____

C. Refinishing Shell ("X" or cost):

	2022/2023	**2023/2024**	**2024/2025**
1. Painting	$_____	$_____	$_____
2. Polishing	$_____	$_____	$_____

D. Case History of Each Helmet ("X" or cost): Inventory of Each Helmet

	2022/2023	**2023/2024**	**2024/2025**
1. Permanent identification	$_____	$_____	$_____
2. Style of helmet	$_____	$_____	$_____
3. Date of manufacture	$_____	$_____	$_____
4. Size of helmet	$_____	$_____	$_____

5. Style cage on helmet	$_____	$_____	$_____
6. Record of new parts attached to each helmet	$_____	$_____	$_____
7. Copy of inventory sheet sent to Athletic Director, Coach and Business Office upon delivery of equipment	$_____	$_____	$_____

E. Inspection ("X" or cost):

	2022/2023	**2023/2024**	**2024/2025**
1. Air liners (test for leakers)	$_____	$_____	$_____
2. Jaw pads	$_____	$_____	$_____
3. Chin straps	$_____	$_____	$_____
4. Sweat bands	$_____	$_____	$_____
5. Front & Back Sizers	$_____	$_____	$_____
6. Face mask	$_____	$_____	$_____
7. Helmet Shell (Recertification) NOCSAE TESTING	$_____	$_____	$_____

F. Reassemble ("X" or cost):

	2022/2023	2023/2024	2024/2025
1. Air liners to same shell it was	$_____	$_____	$_____
2. Front & Back Sizers	$_____	$_____	$_____
3. Jaw pads	$_____	$_____	$_____
4. Chin straps	$_____	$_____	$_____
5. Face mask remounted to same shell removed from & with new hardware	$_____	$_____	$_____

G. Final Inspection ("X" or cost):

	2022/2023	2023/2024	2024/2025
1. Warning labels	$_____	$_____	$_____
2. Sizing sticker	$_____	$_____	$_____

Please include a sample of item "D" (Inventory Sheet) for our inspection

Below is a list of commonly replaced helmet parts. Please show your price for the following parts:

	2022/2023	2023/2024	2024/2025
VSR Pocket Sweatband	$_____	$_____	$_____
VSR Front Pads	$_____	$_____	$_____
VSR Backs	$_____	$_____	$_____
WD-1 Tops	$_____	$_____	$_____
RIDDELL Jaw Pads	$_____	$_____	$_____
RIDDELL Chin Straps	$_____	$_____	$_____
AHI Nose Snubber	$_____	$_____	$_____
AHI Front Sizer	$_____	$_____	$_____
AHI Back Sizer	$_____	$_____	$_____
AHI Jaw Pads	$_____	$_____	$_____
AHI HI Hookup 4PT Chin Strap	$_____	$_____	$_____
Air Power Liner	$_____	$_____	$_____
Pro Air Liner	$_____	$_____	$_____
OPO Mask	$_____	$_____	$_____

NOPO Mask

$_____ $_____ $_____

NJOP Mask

$_____ $_____ $_____

JOP Mask

$_____ $_____ $_____

This is not a complete parts list. These parts are the most frequently purchased / replaced by PPSD.

Any helmet "REJECTED" please return to the sending school fully intact.

In the event of helmet replacement, only the following helmets will be accepted:

5 STAR RATING SYSTEM

Riddell 360
Rawlings Quantum Plus
Riddell Revolution Speed

4 STAR RATING SYSTEM

Schutt 4D
Schutt DNA
Rawlings Impulse
Riddell Revolution
Rawlings Quantum
Riddell Revolution IQ