STATE OF RHODE ISLAND

**SUPERIOR COURT** 

PROVIDENCE, SC

GOLOCALPROV, LLC

Plaintiff;

v. C.A. No.: PC-2023-

PROVIDENCE PUBLIC SCHOOL DEPARTMENT and CITY OF PROVIDENCE,

Defendants.

#### **VERIFIED COMPLAINT**

#### I. NATURE OF THE ACTION

1. The Providence Public School Department ("PPSD") and the City of Providence ("Providence") have either failed to timely provide or have provided heavily inappropriately redacted documents to Plaintiff GoLocalProv, LLC ("GoLocal"). The documents requested by GoLocal are the bids for the multi-year, multi-million-dollar contract let by PPSD for "integrated facilities services." On information and belief, the "integrated facilities services" contract has a value of more than seventy-two (72) million dollars each year for a term of three (3) to five (5) years. The information requested by GoLocal – and not provided by Defendants – is essential for letting the public know how their tax dollars are being spent and if they are being spent appropriately.

GoLocal brings this Verified Complaint pursuant to the Rhode Island Access to Public Records Act, R.I.G.L. §§ 38-2-1 *et seq.* ("APRA"), so that it can obtain these documents and provide the public with relevant details about the bids, how much is being spent by the PPSD

1

for "integrated facilities service," who will be receiving this money and why a specific firm was selected to provide these services.

#### II. PARTIES

- 2. Plaintiff GoLocalProv, LLC ("GoLocal") is a Rhode Island limited liability company with a principal place of business at Providence, RI. GoLocal is a leading local source for digital news and information pertaining to State and municipal government. GoLocal ideates, researches, and compiles news stories on issues and events of importance to the general public. It collects information and verifies the facts of different situations. GoLocal writes articles and reports for public distribution.
- 3. Defendant Providence Public School District ("PPSD") is an "agency" or "public body" within the meaning of R.I.G.L. §38-2-2(1) as a department or division of the municipal government of the City of Providence.
- 4. Defendant City of Providence ("Providence") is an "agency" or "public body" within the meaning of R.I.G.L. §38-2-2(1) as the municipal government of the City of Providence.

  Providence operates the Providence Open Records Portal that received, logged, and responded to the open records request in issue in this case.

#### **III. JURISDICTION AND VENUE**

- 6. Jurisdiction to hear and determine civil actions brought under the Access to Public Records Act is vested in the Superior Court. R.I.G.L. §38-2-9(a).
- 7. Venue over this matter properly lies in Providence County.

#### IV. OPERATIVE FACTS

8. On July 17, 2023, Josh Fenton, editor and reporter for GoLocal, sent Jay Wegimont, Public Information Officer for Defendant PPSD, an email stating:

Jay,

Can you send over the Facilities Services bids that were opened on May 4th AND the final versions opened at the end of the month?

I think there were three bidders. I don't see the bids on the website.

It would be great to receive them by the end of the tomorrow – Monday.

Thanks,

Josh Fenton

A copy of the email is included in Exhibit 1, the Public Records Request 23-943, posted by Defendants on the "Open Records Portal" of the City of Providence, located at https://providenceri.nextrequest.com/requests/23-943. Exhibit 1 is attached hereto and incorporated herein.

- 9. Defendant PPSD appropriately treated Mr. Fenton's e-mail, quoted above, as an APRA request. See Exhibit 1, attached, and caused the same to be recorded as an APRA request on the Open Records Portal of Defendant City of Providence. As an APRA request on the Open Records Portal, upon information and belief, Defendants assigned review and fulfillment of the request to PPSD.
- 10. On or about August 9, 2023, Defendants responded to Mr. Fenton's request, in pertinent part, as follows:

The final documents for this request have been released. Please be advised that documents have been withheld pursuant to 38-2-2(4)(B) and 38-2-2(4)(K) and that documents have been redacted pursuant to RIGL 38-2-2(4)(A)(I)(b), 38-2-2(4)(B) and 32-2-2(4)(K).

See Exhibit 1, attached.

- 11. Defendants did not provide a log of what documents were withheld in their entirety, or the specific exemption relied upon for each redaction. In its open records request, set forth in paragraph 8, Plaintiff limited its request to Facilities Services bids submitted and opened by PPSD. Thus, Plaintiff cannot evaluate what documents were withheld in their entirety and whether such withholding is proper under APRA.
- 12. APRA Section 2(4)(B) deems that records are not public if they are "Trade secrets and commercial or financial information obtained from a person, firm or corporation that is a privileged or confidential nature."
- 13. The redactions by Defendants in the bid documents provided in response to the open records request include information that are not trade secrets and that is not privileged or confidential.
- 14. APRA Section 2-(4)(A)(I)(b), provides that the names and remuneration of employees of contractors "shall be public." The documents redacted by Defendants are not personnel or other personal individually identifiable records otherwise deemed confidential pursuant to APRA Section 2-(4)(A)(I)(b).
- 15. APRA Section 2(4)(K) deems that records are not public if they are "Preliminary drafts, notes, impressions, memoranda, working papers, and work products, ...provided, however, *any documents submitted at a public meeting of a public body shall be deemed public.*" (Emphasis added.)
- 16. The documents redacted by Defendants are not preliminary drafts, notes, impressions, memoranda working papers and work products. Rather, they are bids that are required by law to be opened in public and were opened in public.

- 17. PPSD solicited bids for the integrated services contract by issuing a Request For Proposals, a copy of which is attached as Exhibit 2 and incorporated herein.
- 18. The Request For Proposals states in its Instructions, paragraph 4:

Bidders are advised that all materials submitted to the 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 Laws Section 38-2-et seq. without exception* and may be released for public inspection. (Emphasis added.)

19. Upon information and belief, under the Home Rule Charter of the City of Providence, all purchases or contracts for supplies, materials, equipment, and services required by the school department are subject to competitive bid procedures for the City of Providence, including but not limited to a requirement to open sealed bids at a public meeting as specified in the notice and which shall be open to the public and publicly read.

#### **COUNT I**

# ACCESS TO PUBLIC RECORDS VIOLATIONS VIOLATION OF SECTION 7 – 10 DAY RESPONSE

- 20. Plaintiff GoLocal incorporates by reference all allegations made in paragraphs 1 through 19 of this Verified Complaint as if set forth in full.
- 21. Defendants were required to provide public records within ten (10) business days after receiving a request. R.I.G.L. §§ 38-2-7.
- 22. The request in this case was made on July 16, 2023, and responded to no earlier than August 9, 2023. No exercise of extension of time was asserted. Thus, more than ten (10) business days passed from the request for records to Defendants' response.

#### **COUNT II**

# ACCESS TO PUBLIC RECORDS VIOLATIONS WRONGFUL WITHHOLDING AND/OR REDACTION OF RECORDS

- 23. Plaintiff GoLocal incorporates by reference all allegations made in paragraphs 1 through22 of this Verified Complaint as if set forth in full.
- 24. Defendants have advised that "documents have been withheld" but have not advised about the nature of these documents. Upon information and belief, because Plaintiff limited its request to actual bid documents submitted in competitive bidding to a public body, the documents withheld in their entirety are public records that should be disclosed under APRA.
- 25. Neither the trade secrets nor preliminary draft exceptions to the APRA justify Defendants' redaction of documents produced.
- 26. Plaintiff has a legal right to obtain the requested documents withheld and the requested documents redacted without redactions, and no legal basis exists for Defendants' failure to disclose them in full.
- 27. Defendants' failure to disclose all responsive records violates their statutory obligations to make the requested records promptly available to the public pursuant to the APRA.

#### **COUNT III**

#### **DECLARATORY JUDGMENT**

28. Plaintiff GoLocal incorporates by reference all allegations made in paragraphs 1 through 27 of this Verified Complaint as if set forth in full.

- 29. Plaintiff has a right under Rhode Island law to review and inspect public documents in a manner and time frame prescribed by law.
- 30. Defendants have denied Plaintiff the right to review and inspect public documents.
- 31. Defendants have failed to provide records within the time period in which APRA requests are to be fulfilled rather than complying with the time periods set forth in the statute.
- 32. Defendants failed to comply with the APRA in that the documents they produced are excessively and impermissibly redacted so as to be virtually unintelligible.
- 33. Defendants failed to comply with the APRA in that they did not produce public records.

#### WHEREFORE, Plaintiff GoLocalProv, LLC respectfully demands:

- A. That the Court advance this matter on the calendar pursuant to R.I.G.L. §38-2-9(c).
- B. That the Court order all records responsive to the APRA request set forth in paragraph 8 of this Verified Complaint be made available in an unredacted form for inspection and review within twenty-four (24) hours.
- C. That the Court find that the Defendants have knowingly and willfully violated the Rhode Island Access to Public Records Act.
- D. That the Court impose a fine upon Defendants in an amount prescribed by R.I.G.L. §38-2-9(d). and provide the records at no cost to Plaintiff.
- E. That Plaintiff be awarded reasonable attorney fees and costs.
- F. That the Court order such other relief that is just under the circumstances of this case.

# STATE OF RHODE ISLAND PROVIDENCE, Sc.

#### **VERIFICATION**

I, Josh Fenton, first being duly sworn, do hereby state that I am authorized to verify the complaint on behalf of Plaintiff GoLocalProv, LLC, and that the statements made in this Verified Complaint are true and correct to the best of my knowledge, information, and belief.

Date: Oct 20, 2023

Josh Penton

Subscribed and sworn to before me, a Notary Public, this 20 day of October, 2023.

Lynette Labinger
Notary Public, State of Rhode Island
My Commission Expires June 27, 202

Notary Public

Plaintiff

GoLocalProv, LLC

By their attorneys,

/s/ Fausto C. Anguilla

Fausto C. Anguilla (#3959) 70 Romano Vineyard Way, Suite 135 North Kingstown, RI 02882 (401)270-5474 fausto@anguillalaw.us

/s/ Lynette Labinger

Lynette Labinger #1645 128 Dorrance St., Box 710 Providence, RI 02903 (401) 465-9565 ll@labingerlaw.com

Cooperating counsel, AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF RHODE ISLAND Skip to main content

**Public Record Requests** 

#### Exhibit 1

#### City of Providence

# Request 23-943 Closed

#### **Dates**

#### Received

July 19, 2023 via web

## Staff Assigned

Departments

Schools

Point of contact Sara Pierson

## Request

Please Note: Requested July 16, 2023 by Josh Fenton to PPSD.

Jay,

Can you send over the Facilities Services bids that were opened on May 4th AND the final versions opened at the end of the month?

I think there were three bidders. I don't see the bids on the website.

It would be great to receive them by the end of the tomorrow - Monday.

Thanks,

#### **Josh Fenton**

#### **CEO** and Co-Founder

GoLocal24.com

#### **NEW ADDRESS**

Suite 100

Turks Head Building

Providence, RI

401-497-0186

GoLocalProv.com

GoLocalWorcester.com

GoLocalPDX.com

GoLocalLIVE

###

Hi Josh,

I will make sure that it is noted in the formal APRA that you requested the information on Sunday, July 16, 2023. Will follow up in morning. Thank you and have a good night.

-Jay

Jay G. Wegimont

**Public Information Officer** 

**Pro**√idence Public School District

(O): 401-456-9100 X12115

(C): (401) 541-0704

www.providenceschools.org

From: jfenton@golocalprov.com <jfenton@golocalprov.com>

Sent: Tuesday, July 18, 2023 5:26 PM

To: Wegimont, Jay <Jay.Wegimont@ppsd.org>

Cc: Johnson, Emily < Emily. Johnson@ppsd.org>

Subject: Re: Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Readily available documents should be forwarded. If you want to make it a formal APRA please remember I asked for the documents on Sunday.

----Original Message-----

From: "Wegimont, Jay" <Jay.Wegimont@ppsd.org>

Sent: Tuesday, July 18, 2023 5:04pm

To: "jfenton@golocalprov.com" <jfenton@golocalprov.com>

Cc: "Johnson, Emily" < Emily. Johnson@ppsd.org>

Subject: Re: Request

Hi Josh,

For this inquiry, I can file an Access to Public Records Act (APRA) request on the Open Records Portal on your behalf using your emailed inquiry, or please submit via https://providenceri.nextrequest.com/. My colleague Emily Johnson from PPSD Legal Services is cc'd in this email. Please let me know if you'd like me to follow through on filing. Thank you and I hope you are doing well.

-Jay W.

Jay G. Wegimont

**Public Information Officer** 

**Pro**√idence **Public School District** 

(O): 401-456-9100 X12115

(C): (401) 541-0704

www.providenceschools.org

From: jfenton@golocalprov.com <jfenton@golocalprov.com>

Sent: Monday, July 17, 2023 5:41 PM

To: Wegimont, Jay < Jay. Wegimont@ppsd.org>

Subject: Re: Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

We await the docs -- thanks.

----Original Message----

From: "Wegimont, Jay" < Jay. Wegimont@ppsd.org>

Sent: Monday, July 17, 2023 5:38pm

To: "jfenton@golocalprov.com" <jfenton@golocalprov.com>

Subject: Re: Request

Totally understand. When are you looking to publish the story?

-Jay

From: jfenton@golocalprov.com <jfenton@golocalprov.com>

Sent: Monday, July 17, 2023 5:21 PM

To: Wegimont, Jay < Jay. Wegimont@ppsd.org>

Subject: RE: Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jay,

Super busy week with some work and private issues.

There were three bids submitted at the beginning of the month of May and three submitted later in the month (we have copies of some).

Just looking for a full set of all six.

Thanks,
Original Message
From: "Wegimont, Jay" <jay.wegimont@ppsd.org></jay.wegimont@ppsd.org>
Sent: Monday, July 17, 2023 3:28pm
To: "jfenton@golocalprov.com" <jfenton@golocalprov.com></jfenton@golocalprov.com>
Subject: RE: Request
Hi Josh,
When you have some time, do you mind giving me a shout at 401-456-9100 X12115 plz? I left you a voicemail this morning, I have a quick q for you. Thanks!
-Jay
Jay G. Wegimont
Public Information Officer
Pro√idence Public School District
(O): 401-456-9100 X12115
(C): (401) 541-0704
www.providenceschools.org
From: Wegimont, Jay
<b>Sent:</b> Monday, July 17, 2023 9:44 AM
To: jfenton@golocalprov.com
Subject: RE: Request
Hi Josh,
Confirming I received your email. Will circle back to you on the bids. Hope you are well.
-Jay

Jay G. Wegimont
Public Information Officer
Pro√idence Public School District
(O): 401-456-9100 X12115
(C): (401) 541-0704
www.providenceschools.org
From: jfenton@golocalprov.com <jfenton@golocalprov.com></jfenton@golocalprov.com>
<b>Sent:</b> Sunday, July 16, 2023 8:33 PM
To: Wegimont, Jay <jay.wegimont@ppsd.org></jay.wegimont@ppsd.org>
Subject: Request
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Jay,
Can you send over the Facilities Services bids that were opened on May 4th AND the final versions opened at the end of
the month?
I think there were three bidders. I don't see the bids on the website.
Tulling there were tillee bluders. Fuolitisee the blus on the website.
It would be great to receive them by the end of the tomorrow - Monday.
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Thanks,
Josh Fenton
CEO and Co-Founder
GoLocal24.com
NEW ADDRESS
Suite 100
Turks Head Building

Providence, RI

401-497-0186

GoLocalProv.com

GoLocalWorcester.com

GoLocalPDX.com

GoLocalLIVE

Show less

#### **Timeline** Documents

#### Request Published

Public

September 9, 2023, 12:35am



Public

Good Morning,

The final documents for this request have been released. Please be advised that documents have been withheld pursuant to 38-2-2(4)(B) and 38-2-2(4)(K) and that documents have been redacted pursuant to RIGL 38-2-2(4))(A) (I)(b), 38-2-2(4)(B) and 38-2-2(4)(K).

In accordance with R.I. Gen. Laws § 38-2-8, you may wish to appeal this decision to the Chief Administrative Officer. In this instance, Dr. Javier Montanez of the School Department, fulfills that role. You may also wish to file a complaint with the Department of the Attorney General or the Rhode Island Superior Court.

This request is now closed.

Sincerely,

SJP

Document(s) Released to Requester

Requester + Staff

Aramarkbidresponse.redacted.pdf

Document(s) Released to Requester

Requester + Staff

Aramark BAFO Response\_Redacted.pdf

Document(s) Released to Requester

Requester + Staff

UG2 BAFO FINAL.pdf

Document(s) Released to Requester

Requester + Staff

ABM - Best Final Offer (BAFO-2) for Providence Public Schools - 6-9-23 Final\_Redacted.pdf

Document(s) Released to Requester

Requester + Staff

Request 25-945 - NextRequest - Modern FOIA & Public Records Request Software	
ABM - Best Final Offer (BAFO) for Providence Public Schools - 5-30-23 Final_Redacted.pdf	
Document(s) Released to Requester	Requester + Staff
UG2 Proposal for Facilties Management for Providence Public School District - FINAL REDACTED VERSION.pdf	
Document(s) Released to Requester	Requester + Staff
ABM Proposal for Integrated Facilities Management IFM for Providence Public School District 5.4.2023 Final Redacted.pdf	
Department Assignment	Public
Schools	
□ Request Opened	Public
Request received via web	
July 19, 2023, 8:13am by the requester	

FAQS HELP PRIVACY TERMS CITY OF PROVIDENCE WEBSITE



ANGÉLICA INFANTE-GREEN Commissioner

DR. JAVIER MONTAÑEZ Superintendent



Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401. 456.9252
www.providenceschools.org

## REQUEST FOR PROPOSALS

ITEM DESCRIPTION: Integrated Facilities Management (IFM) for Providence Public School District

DATE AND TIME TO BE OPENED: Monday, May 1, 2023 at 1:00PM

PRE-BID CONFERENCE (MANDATORY): Thursday, April 6, 2023 at 10:00AM (Virtually); Interested vendors should email Molly.Hannon@ppsd.org to obtain call information

SUBJECT MATTER EXPERT (NAME): Molly Hannon

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

QUESTION DEADLINE: Tuesday, April 18, 2023 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 two paper versions and a digital 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.

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status.

#### 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 <u>Section 7-1.2-1401</u> 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 <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.
- 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**, **2026** 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.

## **Providence Public School District**

**Facility Services** 

## Service Provider Bidders Package

**Issued 27 March 2023** 

# Providence Schools

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## **BID PACKAGE CONTENTS**

- 01 Instructions to Bidders
- 02 Services Specification
- 03 Terms & Conditions
- 04 Bid Form (Spreadsheet)
- 05 Facilities & Fields Lists (Spreadsheet)
- 06 Site Plans & Floor Plans
  - a. Facilities List
  - b. District Map
  - c. Elementary Schools
  - d. Middle Schools
  - e. High Schools
  - f. Administration / Offices / Other

## 07 Supplemental Resources

a. 2022-2023 Providence Public Schools Academic Calendar

ALL questions regarding the RFP Content and Process must be submitted in writing to:

Molly Hannon

PPSD Director of Purchasing

molly.hannon@ppsd.org





Sub-contractor Charg	e/Reimbursable Rates (rate	s chargable Base	to Provide	nce Public Option	: School Di Period 1	strict) Option	Period 2
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Mark-up for individual Charges tran \$19,900 more

Mark-up of Sub-contractor and Supplier Charges

Service Providers Employer	charge/Reimbursable Rate	es (rales chargeable to		Providence	e Public Sc	hool Distri	et)
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