ANGÉLICA INFANTE-GREEN
Commissioner

HARRISON PETERS
Superintendent

Providence Schools

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: Consultant for Leave Policy Analysis

DATE AND TIME TO BE OPENED: Wednesday, January 20, 2021 at 1PM

PRE-BID CONFERENCE (IF APPLICABLE): None

SUBJECT MATTER EXPERT (NAME): Zack Scott

SUBJECT MATTER EXPERT (EMAIL): Zachary.scott@ppsd.org

QUESTION DEADLINE: Tuesday, January 5, 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.

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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).

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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 **March 31, 2021** 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.

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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: Consultant for Leave Policy Analysis

DATE AND TIME TO BE OPENED: Wednesday, January 20, 2021 at 1PM

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

_____

Signature of Representation

_____

Title

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I. Background

The Providence Public School Department (PPSD) is soliciting proposals for consulting services for an analysis of PPSD's leave of absence policies for personnel.

II. Required Qualifications

Vendor must have previous experience in human resources consulting for a school district of similar size and demographics to Providence Public School District.

III. Scope of Work

RFP process for selecting a vendor will ensure the attainment of satisfactory levels of service provided by the consulting company:

1. Review PPSD leave policies, including leave policies including the PPSD Employee Manual and relevant collective bargaining agreements. Specific attention should be paid to:
    i. Sick leave policies, including federal/state/contractual long-term leave entitlements
    ii. Other long-term leaves (e.g., sabbaticals)
    iii. Use of paid time off (sick, vacation, personal)
    iv. Employee notification requirements and timelines
2. Review of leave policies in other K-12 districts to identify best practices that enable districts to effectively balance the need for staff members to take leave with the needs of students
3. Assessment of leave policy implementation, as well as a review of the leave submission/approval process
    i. Assessment should include interviews with HR staff members, school leaders, and other individuals who interact with PPSD's leave policies
    ii. Specific attention should be paid to communication of leave requests, and role of employee, supervisor, and human resources
4. Based on the above, a report that outlines:
    i. Review of PPSD leave policies in key areas with a comparison to national best practices to identify areas of strength and areas of growth
    ii. Recommendations on changes to leave policy implementation, and process flow of leave submission/approval

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.

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V. Proposal Requirements

Proposals should include the resumes of key team members, a description of the proposed project approach, and a lump sum fixed fee price proposal for the scope of work outlined above.

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VI. Questions

Questions concerning this solicitation should be emailed to Zack Scott, Chief Operating Officer at zachary.scott@ppsd.org no later than close of business (4:30PM) on **Tuesday, January 5, 2021.** Questions will be answered via addendum.

VII. Evaluation of Proposals

Each vendor proposal will be reviewed and scored against the criteria in the table below. A review committee with at least three members will evaluate the proposals. Each member of the committee will conduct a thorough, independent evaluation of each proposal. The committee will then meeting for a discussion after which members will have the option to revise their scores. The technical score will be determined by averaging each member's score in each category.

The maximum number of points scored is 100. The threshold to advance to cost proposal review is 75 points. Proposals scoring below 75 points will be deemed technically unacceptable and will not be considered in the cost proposal review.

The award will then be made to the lowest cost, technically acceptable proposal(s).

Vendor Name	
Technical Proposal Category	**Score**
Executive Summary (0 - 10 points)	
Previous Experience and Background (0 -10 points)	
Capability, Capacity, Staffing and Qualifications of the Vendor (0 -40 points)	
Work Plan/Approach Proposed (0-40 points)	
Total Score	

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.