

## REQUEST FOR PROPOSALS

**ITEM DESCRIPTION: Special Education Program Review Services**

**DATE AND TIME TO BE OPENED: Wednesday, December 9, 2020 at 1:00PM EST**

**PRE-BID CONFERENCE (IF APPLICABLE): None**

**SUBJECT MATTER EXPERT (NAME): Barbara Mullen**

**SUBJECT MATTER EXPERT (EMAIL): [Barbara.mullen@ppsd.org](mailto:Barbara.mullen@ppsd.org)**

**QUESTION DEADLINE: Monday, November 16, 2020 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 Westminister 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.

## **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 February 19, 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.

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: Special Education Program Review Services**

**DATE AND TIME TO BE OPENED: Wednesday, December 9, 2020 at 1:00PM EST**

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

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

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

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

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

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

\_\_\_\_\_

Signature of Representation

\_\_\_\_\_

Title

## **BACKGROUND**

Specialized Instruction and Services serves the Providence Public Schools community through a variety of special education programs for students who are differently abled. This includes providing Individual Education Plan programming for every child in the District with a special education disability, ages 3-21, toward achieving their current and post-secondary goals. The special education department seeks to improve the performance of students who are differently abled and assist in narrowing the achievement gap by ensuring equal access to the curriculum and differentiated instruction in the least restrictive environment.

## **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified firms who can provide external special education program review services. Responses will be evaluated by an internal committee based on the functional requirements as identified by PPSD and its constituents.

## **ELIGIBILITY AND MINIMUM REQUIREMENTS**

Respondents must meet the following minimum qualifications; failure to meet the minimum qualifications will result in rejection of the Proposal:

- Respondent shall have performed special education audit services in the government sector for a minimum of five (5) years.
- Respondent shall demonstrate experience in performing special education review services in a minimum of three (3) differing school districts/local education agencies. This experience must include analysis of extant data of student performance, special education identification and placement and staffing, review of special education guidance on policies and procedures, review of parent feedback and concerns, Individual Education Plan process review based on a randomly selected de-identified sample of students, development of IEPs, equitable access, data driven decision making, parent and staff survey feedback synthesis, and process improvement recommendation methodology.
- *Qualifications and Experience of Staff:* The Respondent must identify the team that will be responsible for providing the required review services, including the partners, managers, and supervisors, for this review. Resumes for each partner, manager and supervisor to be assigned to the team will be submitted.

## **SCOPE/FUNCTIONAL REQUIREMENTS**

The purpose of this functional review of special education is to provide administrators and other personnel with independent, third-party, objective recommendations for improving special education programs in the District for the purposes of identifying improvement targets that may result from the recommendations of this review and report. The successful Respondent shall provide independent special education program services to PPSD to examine PPSD's special education/specialized services and issue an opinion through the delivery of such a report. The report will be comprised of the following information:

- Introductory Section
- Management's Discussion and Analysis
- Areas of Strength/Areas in Need of Improvement
- Recommendations
- Other Supplemental Information
- Statistical Section

## EVALUATION

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 meet 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).

The committee will evaluate vendors based on the qualifications of the Firm and staff; approach to the review, and price proposal. Proposals will be evaluated and ranked based on the following evaluation rubric:

| PROPOSAL SCORING                                  | TOTAL POSSIBLE POINTS |
|---|-----------------------|
| Qualifications/experience of the proposing firm   | 25                    |
| Qualifications/experience of individuals assigned | 15                    |
| Approach to the program review                    | 20                    |
| Prior program review sample(s)                    | 20                    |
| Evaluation of References                          | 20                    |

Grand Total: 100