

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.
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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.
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, 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.
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.

Data”) is data generated from usage of Company Products from which all Personally Identifiable Information has been removed or obscured so that it does not identify an individual student and there is no reasonable basis to believe the remaining information can be used to identify a student. For the purposes of this agreement De-Identified Data will not be considered Personally Identifiable Information and, thus, shall not be deemed FERPA Data, as defined above, or COPPA Data, as defined below. Personally Identifiable Informati

Company will need to provide a detailed data definition and layout document that the District team will use to map their data system(s) to Company's data feed specification. At that point, Company will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol ("SFTP") site hosted by Company. Company will provide their data validation rules to the District team. Every time new data is published to the SFTP, Company will validate the data, load the successful records into the Company data system, and send an email to the District team notifying them of potential errors.

32. Ownership and Protection of Confidential Information

- a. By virtue of this Agreement and providing District with the Products, the parties may have access to information of the other party that is deemed confidential ("Confidential Information"). Confidential Information includes information, ideas, materials or other subject matter of such party, whether disclosed orally, in0 Tc 0 1 (et)-2 (he)4 [I]-1 (n)-4 (f)3 (or)-1 (n)

- c. Method of Transfer. Company will employ industry best practices, both technically and procedurally, to protect the Data from unauthorized physical and electronic access during transfer.
- d. Restrictions on Use. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement, with the understanding that the Company also retains aggregate, de-identified, anonymized information for improvement, research and development purposes. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, subcontractors or agents who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but with no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
- e. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent a party receiving a judicial order or other legal obligation from disclosing Confidential Information of the other party, provided that the other party is promptly notified and cooperates to allow intervention to contest or minimize the scope of the disclosure (including application for a protective order). Otherwise, neither Company nor any of its personnel may release confidential data or results if such data -2 (s)-1 (a)-1 (a)-1 6c 0.0()TjEMC ETBT/Ptye iy,u2 (de)4

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: Contract Monitoring for Integrated Facilities Management Contract
DATE AND TIME TO BE OPENED: Thursday, November 16, 2023 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

I. Background

Providence Public School Department (PPSD) is soliciting proposals from qualified organizations to provide contract monitoring services for its integrated facilities management (IFM) contract. Those integrated services include all custodial services, operations & maintenance services, landscaping & grounds services, and hardscape services of all schools and facilities required by PPSD. In the 2023-24 school year, Providence Public Schools has 37 buildings currently being serviced by the IFM service provider that would be included in the scope of work covered in the resulting contract.

The current 35-month contract for IFM was awarded in August 2023 to ABM Industries. The service specifications in this contract are highly detailed and require both monthly reports and quarterly presentations. PPSD is seeking consulting services for a qualified third party, to be managed by PPSD, for monitoring adherence with these contract specifications and meeting standards for performance-based incentives on a quarterly basis. In addition, the consultant is expected to provide analysis of the service provider's performance and contract specifications as compared to industry standard best practices.

II. Scope of Work and Key Deliverables

The monitoring will begin with an initial onboarding and review period (quarters 1 - 3) followed by typical quarterly review (quarters 4 - 12).

During the entire duration of the contract, the consultant will, on a quarterly basis:

- ” Conduct in-person site visits to a cross-section of schools and administrative facilities by qualified members of the consultant's team.

- | Schedule additional in-follpysl()Tj[f]3 3.8 22 BDC /C2_0 1 Tf-20.99 -1.135e S4 (t 1 7

- ” There is no incentive compensation review during the first 6 months of the Service Provider contract.
- ” During the onboarding period, the consultant shall provide guidance, tactical support, and attend meetings with director of facilities and capital planning teams:
 - | Support on transition questions, providing clarifications as they relate to the IFM contract.
 - | Develop an IFM contract reference document
 - | Continue to conduct brief, informal meetings for the PPSD Facilities team to help ensure proper interpretation of service & contract compliance; in

IV. Timeline for Implementation

The period of performance will be one-year with two options for renewal upon mutual agreement between PPSD and the awarded vendor, subject to the availability of funds.

- " Year 1: December 1, 2023 to June 30, 2024
 - | August thru December - Review (Quarterly) end of December
 - | January/February/March - Review (Quarterly) end of March
 - | April/May/June- Review (Quarterly) end of June 2024
- " Option Year 1: July 1, 2024 to June 30, 2025
- " Option Year 2: July 1, 2025 to June 30, 2026

The district may, at its discretion, exercise its option to renew the contract for up to two (2) additional one (1) year terms, for a total of three (3) years, provided that the district has sufficient funds available to fund the contract.

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.

VI. 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.

VII. Reference Documents

The services specifications section of the IFM contract with ABM can be supplied to interested bidders upon request. Please request via Thomas Morgan, Senior Director of Purchasing and Asset Management at thomas.morgan@ppsd.org. Please indicate in the subject line IFM Service Specifications Request.

VIII. Questions

Questions regarding this solicitation should be sent to Brian Lemay, Senior Director of Facilities, no later than Friday, October 20, 2023 at 3:00pm. Questions will be answered via addendum posted on the PPSD website and on BidNet Direct.

