

Addendum #1

Working with Community Partners to Advance Integrated Student Support Teams & Build A Multi-Tiered System of Social-Emotional, Behavioral & Mental Health Supports (MTSS-SEB)

Issue Date: Wednesday, February 28, 2024

Bids Due: Thursday, March 21, 2024 at 1:00 PM

Questions for this RFQ have been extended to **March 8, 2024** and an addendum will be posted on March 12, 2024 with answers to all the questions.

Questions can be email to Natalie.Fleming@ppsd.org or Wendy.Susa@ppsd.org

e addressed to:

**Purchasing Department, Suite 206
Attn: Thomas Morgan**

1. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
2. No proposal will be accepted if it is made in collusion with any other bidder.
3. 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.
4. 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.
5. 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.
- 6.

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](#)). [\(i\)-2 \(l\)-2 \(l\)-2 \(be\)4 \(\)/Link 391.2 527rtif77.040 1 rg473.76 693.3](#)
12. All proposals will be disclosed at the opening date and time listed above.
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-](#)

can be used to identify a student. For the purposes of this agreement De-

does not include aggregate, anonymized data derived from an identified or identifiable individual

e. District represents and warrants that:

i. any such FERPA Data released to Company has been released pursuant to 34 CFR 101.117 (a)(3)(i)

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.

31. 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, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**"). For the purposes of this agreement De-Identified Data will not be considered Confidential Information. Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party in violation of this Agreement, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.

Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

Company, the District, and each school partner will maintain the confidentiality of any and all Personally Identifiable Information exchanged as part of the Agreement. Confidentiality requirements will survive the termination or expiration of this Agreement. To ensure the continued confidentiality and security of student data, Company and school security plans will be followed

- b. Ownership. Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party or any part thereof, will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of Company, its employees or agents.

- 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. [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.] (b) (3)

reputational or other harm to the affected End User or the District, Company shall, (i) timely provide any notifications to individuals affected by the Security Breach that Company is required to provide, and, (ii) notify District of the Security Breach, subject to applicable confidentiality obligations and to the extent allowed and/or required by Applicable Laws. Except to the extent prohibited by Applicable Laws, Company shall, upon District's written request, provide District with a description of the Security Breach and the type of data that was the subject of the Security Breach.

The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

32. In the event of termination by District or Company prior to completion of the contract, only the segment of fees attributable to non-licensing shall be subject to proration. Compliance with FERPA and COPPA is subject to survival of any provisions in accordance with their specific terms. Company obligations to comply with FERPA requirements will survive the expiration or termination of this contract.