REQUEST FOR PROPOSALS

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: RoseLorenzo 797 Westminster Street Providence.RI 02903

- 2. Bidders must include at leastone original, one copy, and a digital PDF 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 thisth

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 th-1.5 in the Tex2.06 0 Tdf (Pittings) (Text) (Total) (Total)

- 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 <u>Section 37-13-1</u> 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 <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, 2024 or for suchother 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

- 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.
- 29. District agrees and acknowledges that Company and its licensors own all intellectual property rights in and to the Products including with that a problem in the products including the product the products including the product the

as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, PII 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, among other things, dieas. 002 Tw [A)4 (p)-8 (p)2 (lic)6 TJ0 Tc 0 Tw 3.36 0.013 Tw [Td()Tj-0.004 Tw 1.004 Tw



- parties by the other party or commercially exploited by or on behalf of Company, its employees or agents.
- c. <u>Method of Transfer</u>. Company will employ industry best practices, both technically and procedurally, to protect the Data from unauthorized physical and electronic access during transfer.
- d. <u>Restrictions on Use</u>. 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 the



BID FORM 1: BIDDER INFORMATION

Agreesto Bid on: Health Curriculum (textbooks and digital applications) Middle & High School
DATE AND TIME TO BE OPENED: Thursday, July 27, 2023 att:00PM

Name of Bidder (Firm or Individual):

Business Address:

Contact Name:

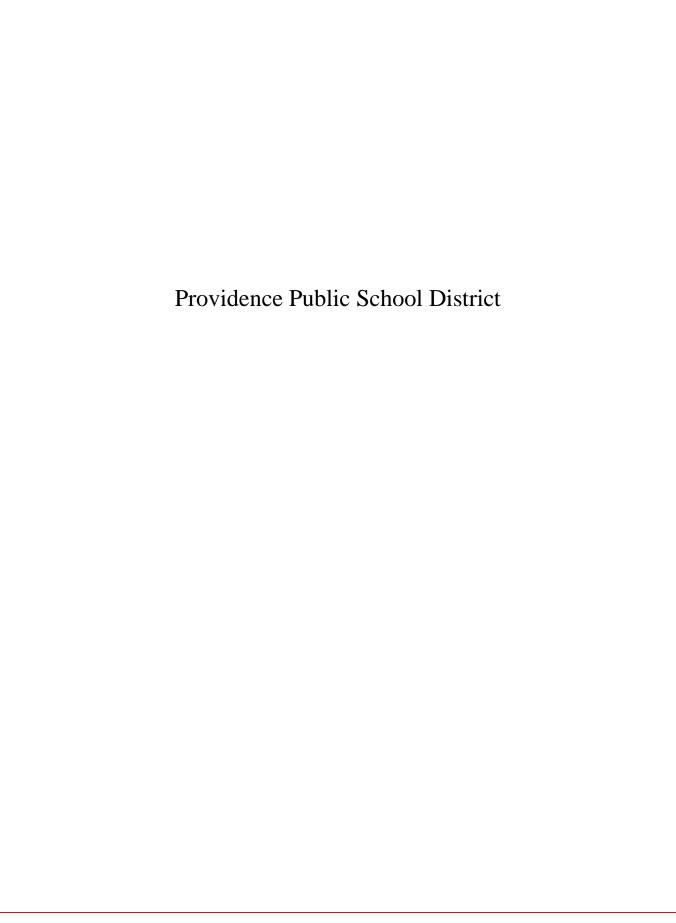
Contact Email Address:

Contact Phone Number:

Delivery Date:

Signature of Representation

Title



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.



