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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: Rose Lorenzo 797 Westminster Street Providence, RI 02903

- 2. Bidders must include at least one 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 this Request for Proposals shall be considered to be public records as defined in <u>R.I. General Law Section 38-2 et seq</u>, without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
- 5.et submission.

- 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. 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).
- 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 **August 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 requilize 0t2 Tride 142 for tax 4 construction 1.55 0 Td(00cl) TJ0 7 (x052-2) 3.g() TjETEMC 1.55 0 Td() Tj5 0 Td(00cl) TJ0 7

Data"). Certain portions of the Data may be considered Personally Identifiable Information ("**Personally Identifiable Information**"). De-Identified Data ("**De-Identified 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 Information may be collected from students under the age of 13 during the normal course of such students' use of the Products and thus may be subject to the Children's Online Privacy Protection Act, in which case it will be known as COPPA Data ("**COPPA Data**"), but with respect to both COPPA Data and FERPA Data, such Data may only be used **DetaTyIDBTC** 2d -3**d**.OP TO **TOPOD2** TA §e0 **Tet** Tds.. (ift)2f6-0.Tj0.002 T d. "Personally Identifiable Information"

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. <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 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 use**D** r

g. <u>Breaches and Misuse.</u> A Security Incident is a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data. In the event of a Security Incident, Company shall investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident. If the Security Incident results in a Security Breach, a documented, unsecured disclosure, access, alteration or use of the data, not permitted in this Agreement, which poses a significant risk of financial, 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.

33. In the event of termination by District or Company prior to completion of the contract, only the segment of

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender

Providence Public School District

Request for Proposals

Fiscal Agent for CTE Student Stipends – One Year Contract (FY24) with Two Option Years

Funding Source (Contingent on Funding): Categorical Grant

I. Background

The Providence Public School Department (PPSD) is soliciting proposals from qualified organizations to serve as a fiscal agent to pay stipends to Career & Technical Education (CTE) students that complete internships or workforce development programming during the spring and summer of 2023.

The fiscal agent will provide stipends for CTE students to work in companies o50g

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high wage/high growth fields. P

• Have an employability ratir