





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.



**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 CO6 as defined, and so - I -









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 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.

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

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

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

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

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

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

\_\_\_\_\_

**Signature of Representation**

\_\_\_\_\_

**Title**







Proposals must be submitted in accordance with the instructions on page 1 of this document. Late proposals will not be considered.

This solicitation 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.

Questions concerning this solicitation should be emailed to Sandra Stuart, Chief of Student Support Services. Questions are due by Wednesday, July 5, 2023 at 3:00PM. Questions will be answered via addendum.

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

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