

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 Contractor shall provide a copy of the background check report(s) to the District, upon request.

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, notis

b empB

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 for the purpose of facilitating and enhancing the use and functionality of the Products and in connection with Company’s providing the Products to District and its users. Company will access, use, restrict, safeguard and dispose of all FERPA and COPPA Data in accordance with FERPA and COPPA. FERPA 2002, Title 35.63 -1.1.

d. “Personally

31. **Data Transfer Protocol.** The District will assign a team representing technical and academic expertise (“District team”) to work with Company to establish the automated data transfer. The project timeline, services provided by Company, and tasks required of the District Team will be finalized in a Statement of Work provided by Company and agreed upon by the District. 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, but is not limited to, all information that is confidential under applicable law, including trade secrets, know-how, inventions, patents, processes, procedures, methods, formulas, algorithms, software, code, data, databases, information, reports, documents, communications, and any other information that is confidential under applicable law.

not **ögst4j te3on,**

g. Brea(t)]2 (e)

BID FORM 1: BIDDER INFORMATION

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

Signature of Representation

Title

Providence Public School District



VII. Questions

