

ANGÉLICA INFANTE-GREEN
Commissioner

DR. JAVIER MONTAÑEZ
Superintendent

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:

2. Bidders must include 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 [R.I. General Law Section 38-2 et seq.](#), without exception, submitted to the Subject Matter Expert via email by the question deadline listed above. Questions will be answered via addendum to be posted publicly on the Providence Schools website. Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

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 these taxes.
6. 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.
7. Awards shall be subject to the General Terms set forth herein, which terms shall be deemed accepted by the Bidder upon submission of the bid proposal, subject to the provisions of this paragraph, and shall be further deemed to be incorporated into the contract upon issuance of the award. Any proposed exceptions, modifications, or additions to the General Terms shall be clearly identified and shall be subject to the provisions of the General Terms.

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, without limitation, all trademarks, trade names, service marks and copyrights in the Products and all underlying software programs and related documentation. District agrees and acknowledges that District and any school shall not acquire any right, title or interest in or to any Company's intellectual property (IP), including, without limitation, software, trademarks, copyrights and other intellectual property of Company and no other rights are granted by Company to the District or any school in Company's IP by implication, estoppel or otherwise. District further acknowledges and agrees that Company shall continue, during the term hereof, to expand and modify its Products, in its sole discretion.
30. Data and Release (Representations and Warranties):
 - a. In connection with Company's provision of the Products to District and to allow for the proper functioning and purpose of the Products, the District agrees to and shall release certain data to the Company and agrees to permit the Company to collect certain data from District's users of the Products (collectively, "**Data**"). Certain of this Data may be subject to the Family Educational Rights and Privacy Act ("**FERPA**") (20 U.S.C. § 1232g; 34 CFR Part 99), in which case it will be known as FERPA Data ("**FERPA 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 alis m

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

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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 the

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

Signature of Representation

Title

