

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 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 deviations upon issuance of the award shall be deemed null and void.

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. 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

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, 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 order of the District.

Data”). Certain portions of the Data may be considered Personally Identifiable Information (“***Personally Identifiable Information***”). De-Identified Data (“***De-Identified Data***”) is data

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 information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or (s)-5 (u)-4 (b)-4 (j)-6 (e39MtsTJ0

- 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. 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 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 uses to protect its own proprietary information of a similar nature or sensitivity, but with no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
 - e. Exclusions. Notwithstanding the foregoing, this Agreement

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1. Research based Spanish phonics program that provides explicit and systematic instruction aligned to Spanish Language Arts literacy standards and CCSS en Español
2. Offers benchmarks and practices evidenced as critical for students in Bilingual/Dual Language programs that align to the three pillars of DLE
3. Encompasses phonemic awareness, phonics, vocabulary, comprehension and writing using a variety of modalities and cross linguistic strategies
4. Resource values and demonstrates cultural diversity and multilingualism
5. Includes an online and paper based assessment component to evaluate student progress and allows teachers to plan and differentiate instruction based on student data (formative and summative assessments)
6. Onsite job embedded coaching and PD support on program implementation

Spanish Language Arts Instructional Resources for Grades 6-8

1. Core Spanish Language Arts (SLA) curriculum framework aligned to the Spanish Language Arts Common Core state standards and Spanish Language Development Standards
2. Core SLA curriculum resource that focuses on literacy skill development through literature including fiction, non-fiction, composition, grammar concepts, vocabulary study, communication and research skills through themes aligned with ELA district curriculum (American Reading Company)
3. Includes an online component with student/teacher resources
4. Includes an online assessment component with formative and benchmark goals
5. Authentic Spanish literature that is culturally and linguistically responsive
6. Onsite job embedded coaching and PD support on program implementation

Dual Language Professional Development

1. Provide virtual and in person training on the following:
 - Bilingual/Dual Language Education
 - Theory, Research and Practice
 - Guiding Principles of Dual Language Education
 - WIDA and SLA Standards,
 - Program V/TT0 1 Tfoict

III. Required Qualifications

PPSD requires a vendor to meet the qualifications and specifications listed below:

1. Have a proven track record of supporting Bilingual/Dual Language programs results in large, urban districts
2. Capacity for providing high quality in-person and virtual PD in large urban district
3. Research-based approach to instruction and dual language acquisition

IV. Timeline for Implementation

The period of performance will be one-year with two one-year options for renewal upon mutual agreement between PPSD and the awarded vendor(s) and on the availability of funds.

Year 1: July 1, 2023 to June 30, 2024

Option Year 1: July 1, 2023 to June 30, 2024

Option Year 2: July 1, 2024 to June 30, 2025

The district may choose to award a multi-year contract as a result of this solicitation. Bidders are encouraged to submit pricing for a one-year contract with two option years and multi-year contract pricing (if different).

V. Proposal Requirements

Vendors responding to this RFP should submit a proposal that includes:

- 1.

In accordance with #7 of the Notice to Vs 3o Noti

