

# REQUEST FOR PROPOSALS

**ITEM DESCRIPTION: IT Consulting/Assessment Services**

**DATE AND TIME TO BE OPENED: Thursday, December 28, 2023 at 1:00PM**

**PRE-BID CONFERENCE (IF APPLICABLE): December 13, 2023 at 11:00AM**

**Vendors must attend a mandatory virtual pre-bid conference. The pre-bid link will be emailed 24 hours in advance.**

**SUBJECT MATTER EXPERT (NAME): Salvador Pellerano**

**SUBJECT MATTER EXPERT (EMAIL): [Salvador.pellerano@ppsd.org](mailto:Salvador.pellerano@ppsd.org)**

**QUESTION DEADLINE: Friday, December 15, 2023 at 3:00PM**

## 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: Thomas Morgan  
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 [R.I. General Law Section 38-2 et seq.](#), without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
5. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered.

website for all addenda distributed in response to questions and requests for additional information.

## **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 from the terms, conditions, and specifications contained herein must be listed and fully explained on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. Such proposed exceptions, modifications, or deviations shall be an additional variable for consideration by the Providence Public School District in addition to vendor qualifications, price, quantity, and/or scope of services. In all cases not indicated by Bidders as an exception, modification, or deviation, it is understood that the terms, conditions and specifications of the Providence Public School District shall apply. No exception, modification, or deviation shall be deemed accepted, approved, or otherwise incorporated into the contract unless expressly set forth in the award notice.
8. Proposals must meet the attached specifications. Bids may be submitted on an "equal in quality" basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.
9. A bidder who is an out of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law [Section 7-1.2-1401](#) et seq. as amended)
10. Delivery dates must be shown in the bid. If no delivery dates are specified, it will be assumed that an immediate delivery from stock will be made.



24.



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

- e. District represents and warrants that:
  - i. any such FERPA Data released to Company has been released pursuant to, among other things, a limited exception under FERPA acting for the District as a “*School Official*” with a legitimate educational interest for the purposes of providing the Products; and
  - ii. District has complied fully with FERPA and, among other things, has specified at least annually in a FERPA notification to parents/guardians that it uses outside contractors/consultants as “School Officials” to provide certain institutional services and functions such as those set forth in this Agreement.
- f. Company shall function as a school official of the District and agrees to the following conditions, as required by 20 U.S.C. Section 1232g and 34 C.F.R. Section 99.31:
  - i. Company is performing a service or function for which the District would otherwise use employees;
  - ii. Company is under the direct control of the District with respect to the use and maintenance of education records;
  - iii. Company is subject to the requirements of 34 C.F.R. Section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records; and
  - iv. Company represents that it has the knowledge, skill and resources necessary to provide and maintain a web-based educational product or platform that is sufficiently secure and encrypted to protect confidential information.
- g. Company and District each represent and warrant that any COPPA Data and FERPA Data released and/or shared by Company and/or District for the purposes of this Agreement shall be covered by that party's respective agreement with the other party regarding FERPA Data and COPPA Data and no further agreement shall be needed by the other party for such release or sharing.
- h. Company and District agree that all such FERPA Data is provided on an "as is" basis and neither party shall be liable for any express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Further, absent gross negligence or willful misconduct, neither party shall be liable to the other for any damages in whatever form or under any theory of

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**

~~It is the intention of the parties to this Agreement that all information provided by either party to the other party shall be deemed confidential and shall be protected as such.~~



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

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.

**BID FORM 1: BIDDER INFORMATION**

**Agrees to Bid on: IT Consulting Services**

**DATE AND TIME TO BE OPENED: Thursday, December 28, 2023 at 1:00PM**

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

## **I. Background**

The Providence Public School Department is soliciting proposals for IT Consulting Services. PPSD is planning to improve the efficiency of its IT department through hiring a consulting firm with experience in the K-12 education environment. The IT department is now

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

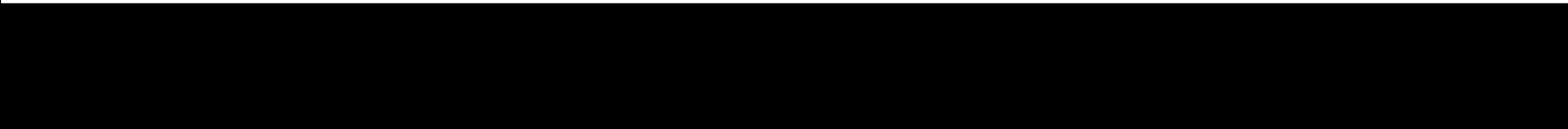
Experience with supporting technology in the K-12 setting.

Extensive knowledge of developing/maintaining a 21st century learning environment in large districts.

Experience supporting hiring technology department leads.

#### **IV.**





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