

Commissioner

DR. JAVIER MONTAÑEZ
Superintendent

Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045

- [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. Postmarks shall not be considered proof of timely submission.
 6. Questions regarding this request for proposals must be submitted to the ~~RFI~~ subject

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 wages 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 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.
17. Prior to commencing performance under the contract, Contractor shall submit a certificate of insurance in a form and in an amount satisfactory to Providence Public Schools, (see Form #1637) and Form #1638.

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 District is not a contractor and is not responsible for the Contractor's actions.

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 Data and COPPA Data related to this Agreement in accordance with FERPA and COPPA, respectively. Notwithstanding such release or collection, the FERPA Data, COPPA Data, and Personally Identifiable Information remain the property of the District.

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- b. Company in providing Products to the Customer may use external service providers as required to facilitate a variety of operations, known as Third Party Service Providers. Outsourced operations may include...

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d. "PersonallyIdentifiableInformation"

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 o

licensors as applicable. Neither party shall possess or 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 ~~enforceability~~) of the Disclosing Party's Confidential Information Policy.

- g. Breaches and Misuse. A Security Incident is a suspected, attempted or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction of or of District Data. In the event of a Security Incident, Company shall investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident. If the Security Incident results in a Security Breach, a documented, insecure 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.

I. Background

The Providence Public School Department is soliciting quotations from qualified vendors to purchase a Virtual Reality/ 3D Dissection table. The product will be utilized to support healthcare instruction in the Rhode Island Department of Education approved Career and Technical Education Healthcare program at Alvarez High School in Providence, Rhode Island.

II. Scope of Work & Key Deliverables

The vendor must deliver a high quality virtual reality / 3D dissection table that is appropriate for secondary school use. The vendor will provide secure, white glove delivery, and installation and staff training.

Vendor must accept a purchase order with Net 30 payment terms. PPSD does not pre-pay and does not pay deposits.

III. Timeline for Implementation

The table must be delivered and installed no later than June 30, 2023.

On-site training will be conducted in August and September 2023.

IV. Proposal Requirements

Proposals must be submitted in accordance with the instructions on page 1 of this document. Late bids will not be considered. Digital signatures (vs. wet ink signatures) are acceptable.

Bids should include:

- Bid Form 1: Bidder Information
- Organization Information/Background
- Three references for secondary schools that have purchased this product
- Cost Proposal that Includes:
 - o Cost of Table
 - o Cost of Delivery and Installation
 - o Training Costs
 - o Annual service and maintenance plan
 - o Annual software cost (if applicable)
- Product Warranty Information

V. Limitations

This Request for Proposal (RFP) does not commit the Providence School Department to award any contractor 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

