



**Notice to**



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 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.
  18. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the Director of Purchasing.
  19. The Contractor shall not be paid in advance.
  20. The contract shall be in effect from the date of award through **June 30, 2024** or for such other duration as may be agreed to in writing and signed by the parties, unless terminated by either party at any time, with or without cause.
  21. In the event of termination by District or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
  22. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications.
  23. The Contractor must conduct a criminal background check, at the Contractor's expense, of all employees employed under the contract who interact with students, except District employees.
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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 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
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*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.

- 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, but are not limited to: web hosting, assisting with providing customer support, database reporting, analytics, and assisting with marketing or billing. As a result of this relationship, Third Party Service Providers may have access to Personally Identifiable Information. Company Partners are obligated to take appropriate commercially reasonable steps to maintain the confidentiality of all District information they receive in connection with Company Product and are subject to other legal restrictions that prohibit the use of District information for any purpose other than that described below for specific Company purpose. Any data exchanged with Third Party Service Providers will be deleted or transferred, per District request, when no longer needed, or at contract expiration. Company Partners should be submitted when bidding.
  - c. Company assures that data is secured and protected in a manner consistent with industry standards at a minimum and has attached documentation reflecting Company’s existing data privacy and security guidelines and/or policies. The guidelines and/or policies will apply to both Personally Identified Information and De-Identified Data. Company’s use of Personally Identifiable Information shall be for the exclusive use of the District and/or third parties identified and approved by the District. Company may use De
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31. **Data Transfer Protocol.** The District will assign a team representing technical and academic expertise (“District team”) to work with Company to establish the is15 TD002 Co215 a



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





- g. Breaches and Misuse. A Security Incident is a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to 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, 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**

Name of Bidder (Firm or Individual): \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Total Cost (in numbers): \_\_\_\_\_



**REQUEST FOR PROPOSAL**  
What's Up Gold Network Monitoring Tool

**Objective**

The Providence School Department hereby requests proposals from qualified vendors to provide all technical items listed below.

<b>Item</b>	<b>QTY</b>	<b>Product</b>	<b>Part Number</b>
		<b>Renewal</b> <b>WhatsUp Gold Premium 2500 Service Agreement with up to 1 Year Service</b> <b>Serial Number: 15P3JAJD0XSN7J</b> <b>Start Date: 01-July-2024</b> <b>End Date: 30-June-2025</b>	NM-7R3Z-0170
		<b>Renewal</b> <b>WhatsUp Gold Virtual Monitoring 2500 Service Agreement with up to 1 Year Service</b> <b>Serial Number: 5IC38YBTMMFI78P</b> <b>Start Date: 01-July-2024</b> <b>End Date: 30-June-2025</b>	NA-7RIR-0170
		<b>Renewal</b> <b>Network Traffic Analysis 50 New Sources with 2 Year Service</b> <b>Serial Number: NONE</b> <b>Start Date: 01-July-2024</b> <b>End Date: 30-June-2025</b>	NA-6LIQ-0170

