

Purchasing Department
797 Westminister Stre
Providence, R029034045

shown above on the outside of the envelope. The proposal envelope and any information relative

6. Questions regarding this request for proposals must be 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.

Notice to Vendors
General Terms

1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsive 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 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 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 offer or 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 7-1.2-4](#) 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.
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 (
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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. 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 District harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the District or its employees, agents, or representatives in connection with the performance of the contract.

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 and retain 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 ("PII"). 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 use Deidentified Data for the following purposes: to improve the Product, to demonstrate the effectiveness of the Product, and for research or other purposes related to developing and improving the Product. Company's use of such Deidentified Data may survive termination of this Agreement.

- d. "Personally Identifiable Information" or "PII" means information provided to Company in connection with Company's obligations to provide the Products under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such 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 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) govern the use and 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.

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- 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 of 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 liability for the "as is" data, even if advised of such.

Company, the District, and each school partner will maintain the confidentiality of any and all Personally Identifiable Information exchanged as part of the Agreement. Confidentiality requirements will survive the termination or expiration of this Agreement. To ensure the continued confidentiality and security of student data, Company and school security plans will be followed

- b. Ownership Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its 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 Compa(d b)-10 (

- f. Destruction of Confidential Information. At no cost to the party that owns the Confidential Information, the other party shall upon (a) written request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of the written request ~~any~~ or requested portion of Confidential Information that may be in the other party's possession or control.
- 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~~ a 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 ~~har~~ 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 typ

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: RFP

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

Request for Proposals

Responsive Project Based Learning

2023-2024

Funding Source (Contingent on Funding): SIG 1003 Grant / ESSER

I. Background

The Providence Public School Department (PPSD) is soliciting proposals for the introduction and development of project based learning in select elementary, middle and high schools. As part of an initiative to turnaround the school district, PPSD is seeking to implement project based learning to support deep, relevant and engaging educational experiences for our youth to prepare them for success in school and beyond. PPSD is seeking comprehensive services related to PBL including professional development in PBL, creation of initial projects, and gradual release support and coaching to ensure the success of implementation throughout the district beginning with the 5 secondary schools designated as requiring redesign and 2 elementary schools in a new P-12 school facility.

II. Scope of Work & Key Deliverables

The successful applicant will be expected to work under the supervision of the Executive Director of Teaching and Learning, the Executive Director of School Improvement and in close partnership with th

III. Required Qualifications

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

Experience designing, organizing, and facilitating professional development for schools in implementing project based learning

Capacity to support PPSD leaders and staff in implementing project based learning on a consistent basis throughout the year(s).

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V. Proposal Requirements

Bids should include the following:

Bid Form 1: Bidder Information

Executive Summary

Project and Bidder Narrative, including the following topics:

A detailed description of the organization including approach and philosophy, experience, and capacity that demonstrate the required qualifications listed in Section III.

A detailed description of work to be conducted and deliverables to be produced in response to the required scope of work described in Section II. The bidder's ability to provide exemplar projects and initial projects to launch project based learning.

The bidder's ability to empower district and school leadership to eventually lead and support the project based learning effort.

A proposed detailed budget and budget narrative for the project through June 2024.

Resumes of all potential team members.

Evidence of s

VIII. Evaluation of Proposals

Each vendor proposal will be reviewed and scored against the criteria in the table below. A review committee with at least three members will evaluate the proposals. Each member of the committee will conduct a thorough, independent evaluation of each proposal. The committee will then meet for a discussion after which members will have the option to revise their scores. The technical score will be determined by averaging each member's score in each category.

The maximum number of points scored is 100. The threshold to advance to cost proposal review is 75 points. Proposals scoring below 75 points will be deemed technically unacceptable and will not be considered in the cost proposal review.

The award will then be made to the lowest cost, technically acceptable proposal(s).

Vendor Name	
Technical Proposal Category	Score
<p style="text-align: center;">Executive Summary (0 – 5 points) <i>Executive summary included; specific mention of meeting PPSD's needs; clear vision</i></p>	
<p style="text-align: center;">Previous Experience and Background (0 -5 points) <i>-experience in urban districts through references -research-based effectiveness (Evidence of student achievement growth for all subgroups) -experience with diverse student populations</i></p>	
<p style="text-align: center;">Capability, Capacity, Staffing and Qualifications of the Vendor (0 -20 points) <i>Ability to provide PD to all schools on the same day, experienced workforce, staff has led this work in schools, diverse staff that reflect the identities of Providence students</i></p>	
<p style="text-align: center;">Project Plan/Approach Proposed/Professional Development (0-30 points) <i>Clear progression of</i></p>	

The ability of the resource to support the needs of Multi-language learners and students with differing abilities.

(0-20 points)

Available in English/Spanish as a minimum with toggling capabilities; embedded scaffolds; develops all 4 language domains-listening, speaking, reading, writing; culturally-