

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 herein above, 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 contractor 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 any right, title or interest in or to any Company's intellectual property (IP), including, without limitation, software, trademarks, copyrights and other intellectual property of Company and no other rights are granted by Company to the District or any school in Company's IP by implication, estoppel or otherwise. District further acknowledges and agrees that Company shall continue, during the term hereof, to expand and modify its Products, in its sole discretion.
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 agree to permit the Company to collect certain data 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 ("DI")

) is data generated from usage of Company Products from which alis m

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 aggregated, anonymized data derived from an identified or identifiable individual

t[(CTc 0.0Tw 3.4)5 (ic0.000 0.002 T4.1 (r)]TJ 0 Tc 0 Tw19 0 Td ()Tj -0.(s)-5 ((tif)5 (Tc

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 the

I. Background

As outlined in the Providence Public School District's (PPSD) Turnaround Action Plan, PPSP is committed to transforming education for all students in the City of Providence in order to promote equitable, city-wide access to the district's exams schools and to ensure that the educational experience of all students is enriched by socioeconomic, geographic, and racial diversity. The exams school admissions policy in the Providence Public Schools would like to start offering the high school placement test in the five

III. Timeline for Implementation

This project will span from October 2023 to August 2024.

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: October 20, 2023 to June 30, 2024

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

Option Year 2: July 1, 2025 to June 30, 2026

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).

IV. Proposal Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manners specified.

The Proposal shall be submitted with tabs as set forth below:

Title Page Bid Form 1: Bidder Information (page 10 of this document)

Tab 1- Table of Contents

Tab 2- Executive Summary

Tab 3- Case studies or exemplar projects that demonstrate the bidder's experience completing the same or similar scopes of work in districts that are demographically similar to Providence Public Schools

Tab 4- The resumes of key team

Tab 5- A description of the proposed project approach and a detailed work plan including project timeline and key deliverables

Tab 6- A project budget and a budget narrative/justification for the key deliverables

Tab 7- Proposed exceptions, modifications, or deviations to Standard Terms

In accordance with #7 of the Notice to Vendor Section, any proposed exceptions, modifications, or deviations from the terms, conditions, and specifications contained herein listed and fully explained on a separate sheet.

Proposals may also be submitted to the following email address: PPSD-BID@psd.k12.providence.rhodeislands.gov

Proposals must be submitted in accordance with the instructions on page 1 of the document. Late proposals will not be considered.

V. Limitations

This solicitation does not commit the Providence School Department to award any contract or 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 in part, at any time if it is in the best interests of the organization to do so. This award is contingent upon the receipt of funding.

VI. Questions

Questions concerning this solicitation should be emailed to Sandra Stuart, Chief of Student Support Services. Questions are ofch(t,)JTJ>TBDC002d7jTEM03LPdy(ts)MCDd 8xBB68 /TT6

