ANGÉLICA INFANTE-GREEN
Commissioner

DR. JAVIER MONTAÑEZ
Superintendent

Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
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www.providenceschools.org

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: **Cortex XDR Pro Renewal**

DATE AND TIME TO BE OPENED: **Thursday, December 21, 2023 at 1:00PM**

PRE-BID CONFERENCE (IF APPLICABLE): **None**

SUBJECT MATTER EXPERT (NAME): **Raul Samayoa**

SUBJECT MATTER EXPERT (EMAIL): **Raul.Samayoa@ppsd.org**

QUESTION DEADLINE: **Monday, December 11, 2022 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. Postmarks shall not be considered proof of timely submission.
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 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.

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.

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 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.

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: Cortex XDR Pro Renewal

DATE AND TIME TO BE OPENED: Thursday, December 21, 2023 at 1:00PM

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

Total Cost (in writing): _____

Total Cost (in numbers): _____

_____

Signature of Representation

_____

Title

REQUEST FOR QUOTE

Cortex XDR Pro Renewal (REBID)

Objective

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

Item	QTY	Product	Part Number	Term
1	4600	Cortex XDR Pro License - 1 endpoint - includes 30 days of data retention	PAN-XDR-ADV-EP	12 Months
2	1	Palo Alto Networks Premium Success Plan Technical support - for Cortex XDR - phone consulting - 24x7	PAN-XDR-PREM-SUCCESS	12 Months