ANGÉLICA INFANTE-GREEN
Commissioner

HARRISON PETERS
Superintendent

Providence Schools

Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401. 456.9252
www.providenceschools.org

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: Contract services for high quality curricular resources for Literacy Products, Resources and/or Manipulatives to Support Literacy Instruction Aligned to CCSS Grades 9-12 (SY22)

DATE AND TIME TO BE OPENED: Friday, December 18, 2020 at 1:00PM

PRE-BID CONFERENCE (IF APPLICABLE): None

SUBJECT MATTER EXPERT (NAME): Clarise Brooks

SUBJECT MATTER EXPERT (EMAIL): Clarise.Brooks@ppsd.org

QUESTION DEADLINE: Wednesday, December 2, 2020 at 4:30PM

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
   797 Westminster Street
   Providence, RI 02903

2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a CD or 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.

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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. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained. 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.

8. 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)

9. 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.

10. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.

11. 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).

12. 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).

13. 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.

14. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.

15. 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.

16. 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.

17. 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.

18. The Contractor shall not be paid in advance.

19. The contract shall be in effect from September 1, 2021 to August 31, 2022 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. Notwithstanding the foregoing, in no case shall the duration of the contract exceed the period of one year.

20. 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.

21. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, and Acts of God.

22. 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.

23. 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.

24. 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.

25. 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.

26. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.

27. 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.

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: **Contract services for high quality curricular resources for Literacy Products, Resources and/or Manipulatives to Support Literacy Instruction Aligned to CCSS Grades 9-12 (SY22)**

DATE AND TIME TO BE OPENED: **Friday, December 18, 2020 at 1:00PM**

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

_____

Signature of Representation

_____

Title

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City of Providence
Providence Public Schools

Request for Proposals

(Pending Funding)

Contract services for high quality curricular resources
for
Literacy Products, Resources and/or Manipulatives to
Support Literacy Instruction Aligned to CCSS Grades 9-12 (SY22)

RFP for Academic Year 2021-2022 with Two One-Year Options
Funding Source: Title I and Local

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status.

The Providence Public School Department (PPSD) Purchasing Office is soliciting Requests for Proposals from qualified organizations capable of providing literacy products, resources, and/or materials to support Tier 1, Tier 2, and/or Tier 3 literacy instruction aligned to Common Core State Standards in English Language Arts for grades 9-12. Additional details of this request are described elsewhere herein.

All costs associated with developing or submitting a proposal in response to this request, or to provide oral or written clarification of its content shall be borne by the offeror. The Providence Public School District assumes no responsibility for these costs. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.

I.Background

Providence District Grant Funding Source

PPSD receives an annual formula grant from the Federal Government in Title 1, Title 2, and Title 3, local and private sources. Our goal is to maximize our spending to assure students are college and career ready.

PPSD's Procurement Process - PPSD Master Pricing List

By bidding on this RFP, approved products will be listed on the PPSD master pricing sheet and made available for schools to purchase for the 2021-2022 school year with two option years for 2022-2023 and 2023-2024.

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II. Required Qualifications

The district intends to consider and award to curricular resources that are rated on EdReports as being high-quality curriculum and are "green" in all three gateways: (1 & 2) alignment to standards with depth and quality in the content area, and (3) usability of instructional materials for teachers and students. Additional qualifications are as follows:

1. Supports CCSS aligned multi-tiered literacy instruction in grades 9-12;
2. Has a proven regional and national performance and has demonstrated student achievement growth for all subgroup populations and provides evidence, case studies, data, and metrics that show specific growth in achievement over a course of time for all sub populations;
3. Identifies specific scaffolded supports that encourages academic language development and engagement, without compromising rigor, in areas of multilingual learning, special education, urban, and social/emotional support;
4. Promotes the fluid integration of reading comprehension, authentic writing, speaking skills, listening, and academic vocabulary to support students in acquiring and advancing literacy and academic oral language development as they analytically engage in the content;
5. Is founded on a research and evidence based approach that provides students opportunities to master the content standards at the appropriate grade level when they arrive from multiple entry points;
6. Provides instruction and practice in the grammar and language conventions specified by the language standards at each grade level;
7. Includes culturally relevant and social/emotional content that is timely and reflective of our student population, and that strongly portrays characters and settings that represent cultures, genders and identities reflective of our community and everchanging world;
8. Offers real time data reporting including, but not limited to, diagnostic support, formative assessment data, and projected student readiness for performance on the PSAT and SAT tests;
9. Provides resources to support use and analysis of standards-based assessments including interim, formative, and summative resources, that measure and support high-yield instructional practices that can be differentiated to meet the needs of all learners;
10. Provides opportunities for teachers to communicate with families about learning opportunities and student progress in multiple languages;
11. Identifies how resource supports community/higher ed/career/and government pillars;
12. Provide ongoing product technology support to school and district teams;
13. Supports an automated roster-management feature for secure district integration;
14. Digital components can be used with ease across multiple platforms (chromebooks, pc, macs, ipads etc.); and,
15. Is easily transferable from in-person to distance learning - including access to digital texts. **(Include a full explanation of how product(s) can be used in distance learning situations)**

III. Work Scope

The vendor retained through this RFP will be required to perform the following work scope:

1. Meet the individual needs of Providence Public Schools by providing an overview and needs assessment with participating site.
2. Provide a preliminary overview training for teachers and principal from participating site.
3. Provide job-embedded professional development that includes instructional support, lesson plans, and high-yield strategies for teachers and coaches.

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4. Create a scope, sequence and training calendar for participating site that includes lesson planning, demonstration of instructional strategies within lessons, debriefing sessions, and follow-up supports.
5. Support data integration via Clever, One Roster of SFTP (CSV file format) as applicable with our SIS, Skyward. Any vendor who will send, receive or house student data must utilize a common data standard such as EdFi (For further information please visit Ed-Fi.org.)
6. Ensure delivery of materials inside school buildings

IV. Timeline for Implementation

The timeline for the 2021-2022 budgeting process is as follows:

1. Thursday, November 19, 2020 - RFP Released
2. Friday, December 18, 2020 - Bids due by mail or in person to Providence Public School District Purchasing Department in accordance with the submission requirements outlined on page 1 of thisdocument.
3. Beginning Monday, December 21, 2020 - Bids are reviewed and vendors who have met the criteria in this RFP are notified via email listing which products have been approved for the PPSD master pricing list.
4. Late December 2020 / Early January 2021 - Vendors will submit electronic pricing for approved products by completing google doc sent out from the PPSD Teaching and Learning gmail account.
5. January and February2021 - Principals finalize the 2021-2022 budget files and a master opening of schools order is created.
6. April - May 2021 - Contracts between PPSD and vendors are finalized and presentations are made to Providence Public School District School Board for review as necessary The Educational Technology Contract Template that will be used for this purchase can be found in this document in Appendix C.

V. Performance Metrics

If awarded a contract, the Consultant will be expected to meet mutually agreed upon benchmarks and performance targets in the following performance domains. The District will review the performance targets and establish numeric value to each performance domain in collaboration with the Consultant. These metrics should be in alignment to individual School Improvement Plans (from each participating school) and the District's Strategic goals to revise the performance targets and benchmarks. The Consultant will be required to adhere to accountability requirements that include:

Annual performance measures would include the following targets:

1. Utilization of effective teaching strategies in each classroom which demonstrates growth along a continuum as evidenced through classroom walkthroughs
2. Attendance of staff at professional development as evidence through attendance sheets.
3. Feedback on professional development through exit slips and/or surveys.
4. Evidence of student achievement growth for all subgroups.
5. Additionally, the consultant will evaluate partnership satisfaction using a mid-year and end-of-year survey distributed to Principals, District liaisons, and partner teachers
6. Quarterly report on student progress across the school year and/or multiple school years.
7. Annual report on all activities and a data summary identifying success and challenges

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VI. Period of Performance

The period of performance will be:

- Year One - September 1, 2021 to August 31, 2022
- Option Year One - September 1, 2022 to August 31, 2023
- Option Year Two - September 1, 2023 to August 31, 2024

Contingent upon funding

VII. Limitations

This Request for Proposals (RFP) 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 interest of the organization to do so.

VIII. Proposal Requirements

Vendors responding to this RFP should submit a proposal that includes:
Their qualifications and experience providing training, equipment and completing related work.
Evidence that services meet standards and required qualifications outlined in this RFP
A detailed project plan for providing services
A proposed budget for year 2021-2022 that includes:

- Per pupil cost
- Per classroom set, based on 30 students if discounted
- Site based cost if pupil cost is discounted

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

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

Title Page
Bid Form 1: Bidder's Information

Tab 1 - Table of Contents
Clearly identify the materials by sections and page numbers

Tab 2 - Profile of the Proposer

- Consultant's qualifications and experience providing training, equipment and completing related work.
- Proven track record and/or research related to the effectiveness of product, submitted in this RFP, in large, urban school districts. Specific references should be included.

Tab 3 - Demo Account Access
Access to a demo account as a student, teacher, parent/guardian, school administrator, and district administrator to review platform

Tab 4 - A Detailed Project Plan for Providing Service

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Clearly describe the scope of the work and/or services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the RFP. Respond to each item listed.

Tab 5 - Confirmation that consultant's digital platform integrates with Skyward, PPSD's data integration system as verified via signed Project Unicorn Pledge

Tab 6 - Pricing
Any and all pricing information, including any alternative pricing proposals that may be acceptable for individual components and/or supplemental products/services that meet all or some of the criteria listed in this RFP.

District may request pricing to be submitted electronically at a future date

Tab 7 Addenda
Insert all addenda under this section.

IX. Proposal Questions, Submission and Deadline

Questions concerning this solicitation should be e-mailed to the Supervisor of Literacy, clarise.brooks@ppsd.org no later than the end of the business day on Wednesday, December 2, 2020 and responses will be answered via addendum. The addendum will be posted on the Bids and Contracts page of the Providence Public School District website here.

NOTE: Proposals received after the due date and time will not be considered. By state law, proposals cannot be accepted by email.

X. Budget and Contract Award

The criteria to be used includes cost; staff qualifications; capability, capacity, and qualifications; creative approach; and client references.

Proposals, found to be technically or substantially non-responsive at any point in the evaluation process, will be rejected and not considered further.

The School Department may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

NOTE: Proposals received after the due date and time will not be considered. **By state law, proposals cannot be accepted by email. No exceptions will be made.**

Appendix A

RFP Title: **Literacy Products, Resources and/or Manipulatives to Support Literacy Instruction Aligned to CCSS Grades 9-12 (SY22)**

Vendor Name: _____

Product Name(s):	Targeted Grade (s)	Core/ Supplemental/ Ancillary	Type of Resource (Consumable, digital, PD, manipulatives)

Address: _____

Contact Person: _____

Contact Person's Title: _____

Contact Person's Email: _____

Contact Person's Phone #: _____

Date: _____

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APPENDIX B

Proposals will be reviewed by a Technical Review Committee that consists of staff from the Providence Public Schools District (PPSD).

PPSD reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the instructional goals in the content area of this Request for Proposals; and reserves the right not to accept or fund any proposals not of its selection. Proposals will be reviewed and scored based upon the following criteria:

Criteria:	**Possible Points:**
Degree to which the vendor shows evidence of meeting the "Required Qualifications" described in Section II of this RFP	50 points
Degree to which the Proposal plan described by the vendor meets the needs of and is applicable to PPSD population	25 points
Quality of product as determined by access to review its demo site and access to manipulatives	25 points
Total Possible Points:	**100 points**

Applicants may be required to submit additional written information or be asked to make a presentation before the technical review committee in order to clarify statements made in their proposal or to demonstrate additional information about its product.

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Appendix C

The Educational Technology Contract template that will be used for the contract resulting from this award can be found on the following eight (8) pages.

Providence Schools
OUR SCHOOLS. OUR FUTURE.

Educational Technology Company Agreement
CONTINGENT ON FUNDING

The Providence School District ("District"), a department of the City of Providence, and Click here to enter text. ("Company") enter into a contract on Click here to enter a date. for the provision of software, licensing, and ancillary services ("Products").

1. **Scope of Work and Accountability Requirements**
   District agrees to engage Company, and Company agrees to provide and perform, in a manner satisfactory to District, the following services:

   Click here to enter text.

   The Company must adhere to the following expectations for customer service by providing:
   a. Technical assistance to District and its schools when needed;
   b. Troubleshooting and resolution of issues with the Product and its functionality, preferably within a 24 hour period;
   c. Informal training for District and school staff in support of the use of the Product; and
   d. End of year usage reports that include both educator and student datapoints.

2. Data and Release (Representations and Warranties)

2.1 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 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 ("***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.

2.2 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 are listed below.

Name of Third Party Service Provider (Product)	Service/Product Description
Click here to enter text.	Click here to enter text.

2.3 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 (Click here to enter text.). 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-Identified 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. Click here to enter text. Company's use of such De-Identified Data may survive termination of this Agreement.

2.4 "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.

2.5 District represents and warrants that:

(a) 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

(b) 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.

2.6 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:

(a) Company is performing a service or function for which the District would otherwise use employees;

(b) Company is under the direct control of the District with respect to the use and maintenance of education records;

(c) Company is subject to the requirements of 34 C.F.R. Section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records; and

(d) 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.

2.7 Company and District each represent and warrant that any COPPA Data and FERPA Data released and/or shared by Company and/or District for the purposes of this Agreement shall be covered by that party's respective agreement with the other party regarding FERPA Data and COPPA Data and no further agreement shall be needed by the other party for such release or sharing.

2.8 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 for 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.

3. **Data Access, Acquisition, and Requirements**

3.1 Data Elements. From the District, Company will receive the following Personally Identifiable Information for all students in the school(s) it will serve as part of this Agreement:

☐student local identification
☐student state identification
☐student name (first and last, middle name or initial)
☐student date of birth
☐student grade
☐student demographics (i.e., gender, race, EL status, FRL status, special education status)
☐student language
☐school name
☐district name
☐school address
☐school identification
☐teacher name
☐teacher email
☐teacher identification
☐class name
☐class/course and section identification

3.2 Timeframe and Frequency of Data Transfer. The District will provide current academic year data to Company on Choose an item. basis via a secure file transfer from the District to Choose an item..

3.3 Schools. Unless discontinued earlier by District, this Contract is intended to cover the following schools:

School Name	School Address	Grade

		Levels
Click here to enter text.	Click here to enter text.	Click here to enter text.

3.4 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 finalized in a Statement of Work provided by Company and agreed upon by the District. Company will need to provide a detailed data definition and layout document that the District team will use to map their data system(s) to Company's data feed specification. At that point, Company will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol ("SFTP") site hosted by Company. Company will provide their data validation rules to the District team. Every time new data is published to the SFTP, Company will validate the data, load the successful records into the Company data system, and send an email to the District team notifying them of potential errors.

4. Ownership and Protection of Confidential Information

4.1 Confidential Information. By virtue of this Agreement and providing District with the Products, the parties may have access to information of the other party that is deemed confidential ("***Confidential Information***"). Confidential Information includes information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("***Disclosing Party***") to the other party ("***Receiving Party***"). For the purposes of this agreement De-Identified Data will not be considered Confidential Information. Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party in violation of this Agreement, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.

Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

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.

4.2 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 Company, its employees or agents.

4.3 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.

4.4 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 nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but with no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

4.5 Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent a party receiving a judicial order or other legal obligation from disclosing Confidential Information of the other party, provided that the other party is promptly notified and cooperates to allow intervention to contest or minimize the scope of the disclosure (including application for a protective order). Otherwise, neither Company nor any of its personnel may release confidential data or results if such data or results include individual person, District- or state-identifiable data or results, either directly or inferentially, unless agreed by the parties in writing on a case by case basis. Notwithstanding the foregoing, nothing in this Agreement shall limit Company's ability to use De-Identified Data for product development and research purposes as permitted under FERPA.

4.6 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, all or any requested portion of Confidential Information that may be in the other party's possession or control

4.7 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.

5. **Payment**. District agrees to pay Company a fee of Click here to enter text. **and 00/100 Dollars ($**Click here to enter text.**.00)** as compensation for Products and/or services rendered; Company shall not be paid in advance.

School	Product	Unit Quantity	Price
Click here to enter text.	Click here to enter text.	Click here to enter text.	**$**Click here to enter text.
	Total		**$**Click here to enter text.

6. **Term.** This Agreement shall be in effect from Click here to enter a date. to Click here to enter a date., unless terminated by either party at any time, with or without cause. 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.

7. **Restrictions on Transfer.** Company may not assign this contract to a third party without the prior written consent of the District. Notwithstanding the foregoing or anything to the contrary in this Agreement, Company shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of Company, or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Company hereunder.

8. **Indemnity.** Company agrees to hold District and the City of Providence harmless from any and all damages incurred by District or City by reason of Company's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

9. **Intellectual Property Rights.** 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.

10. **General Provisions**

10.1 Background Checks. Company must conduct a criminal background check, at the Company's expense, of all employees employed under this contract who have direct contact with students, except District employees.

10.2 No Employment. Company 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 Company.

10.3 Entire Agreement. This Agreement is entire and complete, and no representations or warranties, agreements, or covenants, express or implied, or any kind of character whatsoever have been made by either party hereto to the other, except as in this Agreement expressly set forth. This Agreement may not be modified or amended in any way except by mutual agreement in writing and signed by each party.

10.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument. A signature sent via facsimile or e-mail of a .pdf document shall be considered an original signature for purposes of executing this Agreement.

10.5 Construction. This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

10.6 Jurisdiction. The parties hereto expressly submit themselves to and agree that all actions arising out of or related to this agreement or the relationship between the parties hereto shall occur solely in the venue and jurisdiction of the State of Rhode Island.

IN WITNESS WHEREOF, Providence Public School Department and Company have executed this contract, effective the date first herein written.

Providence Public School Department

Superintendent: _____

or

Chief Financial Officer: _____

Date: _____

Click here to enter text.

Company Representative: _____

Printed Name and Title: _____

Date: _____

Social Security/Federal Tax ID Number: _____

Approved as to form and correctness.

_____

Charles A. Ruggerio, Esq.
General Counsel and Deputy City Solicitor

Signature of PPSD Staff Contact Person: _____

Phone Number: _____

Date of Board Approval: _____
(For contracts of $5,000 or more)

Revised February 2020