



NEW ROCHELLE CITY SCHOOL DISTRICT
PURCHASING DEPARTMENT
515 NORTH AVENUE
NEW ROCHELLE, NEW YORK 10801

RFP 23-08
ACCESS POINT REPLACEMENT
DUE: FRIDAY, APRIL 19, 2024, 10:00AM

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The Board of Education of the City School District of New Rochelle invites sealed proposals for providing **ACCESS POINT REPLACEMENT**. The Request for Proposal (“RFP”) including forms for proposal, certifications, General Information and Conditions, and Specifications may be obtained from the District’s Purchasing Department at 515 North Avenue, New Rochelle NY 10801.

Interested firms are invited to submit one original signed proposal and one (1) separate digital copies (individual flash drives) in PDF format. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered, no later than **FRIDAY, APRIL 19, 2024 10:00AM** to the following address:

City School District of New Rochelle
Purchasing Department
Attn: Meilisa Arlt, Purchasing Agent
515 North Avenue
New Rochelle, NY 10801

In all cases, it must be understood that the General Information and Conditions and Specifications of the City School District of New Rochelle shall apply. The Board of Education reserves the right to reject all proposals, to request clarifications or corrections to proposals received, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to negotiate any portion of the proposals received, to re-advertise and solicit additional proposals or to cancel this RFP if it is in the best interest of the District to do so.

Proposals will be evaluated by the District. Any aspects of the service not addressed by the General Information and Conditions, or Specifications are left for the proposer to address. Alternatives to the General Information and Conditions, Specifications or additions to the Specifications are to be clearly identified by the proposer.

INTRODUCTION

City School District of New Rochelle is requesting proposals from qualified vendors to provide us with **ACCESS POINT REPLACEMENT**. The services will include,

- A. Structured cabling materials
- B. Removal and Installation services

It is desired that vendors quote all the services being requested in this request for proposals (RFP). Vendors may partner with another provider to supply a complete and turnkey solution. If your response contains proposed services or equipment from multiple providers, all responding parties must be clearly identified, and a synopsis of the partner relationship as well as the party that will serve as the prime vendor/contact for the District must be detailed. The District reserves the right to proceed with the provider deemed most suitable.

DESCRIPTION OF THE DISTRICT

City School District of New Rochelle is in Westchester County, New York. The District continues its long tradition as one of the most forward-thinking school districts in the nation, in a community that supports public education. We have an enrollment of more than 10,000 students. The District is comprised of a High School, a Middle School with two campuses, 6 elementary schools and the Alternative High School. Detailed information on the District can be accessed on the District's website www.nred.org.

SCOPE & REQUIREMENTS

This RFP is for labor only. NYS PRC # 2024003460

All Access Points are interior. Vendor will have to work around the school day and events. Most instructional classrooms are available after 4pm during the school year. Most school buildings are available between 7am and 9pm. Installation can not interfere with instruction. Evening, Saturday (when available) and summer recess work is preferred. Most existing access points can be reached with via an 8–12-foot A-Frame step ladder. There are some areas where specialty equipment may be needed.

Remove old Access Point. Install new mounts and Access Point. Cut ceiling tiles as needed. Mounting excludes all gym and theater locations. Logging / inventorying and labeling AP's is part of this project.

Old APs will be put into new AP box and left in 1 central location at each school.

High School Swap 250 APs (-6 Gym locations, 5 cafes, require lift) QTY: 244

Albert Leonard 100 APs to swap (-6 Gym locations, require lift) QTY: 94

Issac 100 APs to swap (-8 gym locations, require lift) QTY: 92

Label AP's and log in excel QTY: 35

LOCATIONS SITES

NEW ROCHELLE HIGH SCHOOL 265 Clove Road, New Rochelle, NY 10801
ALBERT LEONARD MIDDLE SCHOOL 25 Gerada Lane, New Rochelle, NY 10804
ISAAC E. YOUNG MIDDLE SCHOOL 270 Centre Avenue, New Rochelle, NY 10805

INSPECTION OF WORKSITE

If necessary, vendors can request access for site visits from City School District of New Rochelle by contacting **Ms. Anastasia Tzortzatos, Director of Information Technology**, atzortzatos@nredlearn.org. We do not believe on-site access and review will be required prior to the project and, therefore, requests may be denied.

PROJECT TIMELINE

Legal Notice/Publication of RFP:	March 27, 2024
Proposal Due Date:	April 19, 2024 10:00AM
Estimated Contract Start Date:	May, 2024

Proposal Evaluation/Award:

- CSDNR will award services to the firm which, in the District's judgment, is in District's own best interest.
- CSDNR reserves the right to reject any and/or all proposals when such rejection is in the interest of the District in its sole and absolute discretion.

RESERVATION OF RIGHTS

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis.

CSDNR reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or without cause.

CSDNR further reserves the right to waive any irregularity or informality in the RFP process or any proposal.

CSDNR further reserves the right to make corrections or amendments due to errors identified in proposals by the District or the bidder.

CSDNR further reserves the right to modify and/or amend the final contract in negotiation with the contractor as needed.

CSDNR further reserves the right to select one or more bidders to perform the service.

EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following scale:

Criteria Description	Criteria Value
Pricing	35%
Experience and Quality	30%
Responsiveness and Qualifications to the Stated Requirements	20%
Past Performance and References	15%
Grand Total	100%

END OF SECTION

City School District of New Rochelle
Purchasing Department
515 North Avenue
New Rochelle, NY 10801

RFP Appendices & Forms

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX A - AFFIDAVIT
THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says, that as an

Owner/operator of: _____: I hereby represent to the City School District of New Rochelle that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a misdemeanor or felony that was not expunged or sealed.

_____ (C) The corporation and or officers/owners have not had any lawsuits filed against them.

_____ (D) The corporation and or officers/owners have pending lawsuits filed against them.

If B is checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s); for what misdemeanor(s) or felony(ies) the owners/officers were convicted; the jurisdiction(s) by which the owners/officers were convicted (attach additional sheets, if needed).

If either or both of C or D are checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s) (attach additional sheets if needed).

I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or (C) terminate the resulting contract and any fees pending.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

**RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX B – CONFLICT OF INTEREST
THIS FORM MUST BE SIGNED AND NOTARIZED**

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

First That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.

Second That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

Third That no member of the Board of Education of the City School District of New Rochelle nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX C-NON-COLLUSIVE PROPOSAL CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

Pursuant to Section 103-D of New York State General Municipal Law, every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer, and affirmed by such proposer as true under the penalties of perjury:

a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or potential competitor.

2) Unless otherwise required by law, the prices which have been quoted on this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor or potential competitor, and

3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of the certificate as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, General Information and Conditions, Appendices and Specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal, the Board of Education of the New Rochelle City School District may terminate the resulting contract as set forth in the General Information and Conditions of the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

Subscribed and sworn to before me.

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX D – HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the City School District of New Rochelle, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the proposer, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with the performance of the resulting contract.

However caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected proposer, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the proposer upon or in connection with performance under the resulting contract.

The assumption or indemnity, liability, and loss hereunder shall survive proposer's completion of service or other performance hereunder and any termination of the resulting contract.

The proposer at its own expense and risk shall defend any such legal proceedings that may be brought against the District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that proposer may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the proposer.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX E-IRAN DIVESTMENT ACT 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the proposal if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The City School District of New Rochelle makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX F-SEXUAL HARRASSMENT POLICY AND TRAINING CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 2024

Notary Public

RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX G-PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL
GOVERNMENT'S SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, under penalty of perjury, that the above-named proposer is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
____ day of _____, 2024

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Proposer completes only portion of the form above this line. The portion of this form below this line will be completed by City School District of New Rochelle (CSDNR) employee requesting new or updated vendor information.

Print CSDNR Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Proposer Name: _____

Check the one that applies:

_____ Proposer was NOT included on U.S. Government's SAM's Exclusion List

_____ Proposer was included on U.S. Government's SAM's Exclusion List

CSDNR Employee Signature: _____

**RFP 23-08 ACCESS POINT REPLACEMENT
APPENDIX H PROPOSER WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with all laws and regulations of the State of New York. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy for at least the amount of coverage required in the attached Request for Proposal ("RFP") for the willful or negligent acts, or omissions of any of its owners, operators, directors, officers, employees or agents.
- B. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract resulting from the attached RFP without the express prior written permission of the City School District of New Rochelle.
- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- D. Proposer warrants he/she/it has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached RFP.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX I SAMPLE AGREEMENT FOR PROFESSIONAL SERVICE

REQUEST FOR PROPOSALS 23-08 ACCESS POINT REPLACEMENT

AGREEMENT SAMPLE

THIS AGREEMENT made this ____ day of _____, 2024 by and between CITY SCHOOL DISTRICT OF NEW ROCHELLE (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 501 North Avenue, New Rochelle, New York 10801, and _____ (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at _____.

WITNESSETH:

WHEREAS, CONSULTANT is in the business of _____; and

WHEREAS, SCHOOL DISTRICT desires that CONSULTANT provide said services to it as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** The CONSULTANT shall provide _____ services. The CONSULTANT shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

The CONSULTANT represents that it has the requisite knowledge and skills to provide all such services. The CONSULTANT recognizes that this Agreement does not grant The CONSULTANT the exclusive right to perform the above-described services for SCHOOL DISTRICT and that SCHOOL DISTRICT may enter into agreements with other providers for the same or similar services.

All services shall be provided in strict compliance with law, in compliance with the terms and conditions of the Request for Proposals ("RFP") issued by SCHOOL DISTRICT, and in compliance with the description provided in SERVICE PROVIDER's proposal dated _____. In the event of a conflict or inconsistency between this Agreement, the RFP and/or The CONSULTANT's proposal, the terms and conditions of this Agreement shall supersede and control over the RFP and proposal and the terms and conditions of the RFP shall supersede and control over the proposal.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT

4. **INVOICE DUE ON MONTHLY BASIS:** CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within sixty (60) days from receipt of invoice from CONSULTANT. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that it will not hold itself, its employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the

payments for tax purposes.

8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

9. **COMPLIANCE WITH LAW:** CONSULTANT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

10. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

11. **PHOTO I.D.:** CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

12. **TERMINATION:**

a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.

b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon (3) days' written notice from the SCHOOL DISTRICT to CONSULTANT.

13. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish,

discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as “education record”). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT’s policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT’s Parents’ Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as “student data”).
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT’s obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT’s Parents’ Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data

- protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).
- g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).
- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

14. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in

connection with such responsibilities.

15. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

16. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on CONSULTANT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive **date must** precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. State that CONSULTANT's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by CONSULTANT that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms.
- f. CONSULTANT agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **Workers' Compensation and N.Y.S. Disability:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state.

iii. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of CONSULTANT performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

iv. **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

h. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CONSULTANT is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.

17. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

[CONSULTANT}
[CONSULTANT ADDRESS]

City School District of New Rochelle
501 North Avenue
New Rochelle, New York 10801
Attn: Assistant Superintendent for Business

18. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

19. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status,

sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

20. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

21. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

22. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

23. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

25. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

26. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

27. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY SCHOOL DISTRICT OF NEW ROCHELLE

Date: _____ By: _____

Date: _____ By: _____

