



SYRACUSE CITY SCHOOL DISTRICT

Jaime Alicea, Superintendent of Schools

Department of Finance

Suzanne Slack, Chief Financial Officer

August 16, 2019

Subject: Request for Proposal #SCSD2020-002
Expanded Pre-kindergarten ("EPK Round 4") Services

Dear Vendor:

Attached is a Syracuse City School District Request for Proposal (RFP) seeking a contract to provide Expanded Pre-kindergarten ("EPK Round 4") Services. The District is seeking high quality Proposers to provide excellent services in this area.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the designated District staff person identified in the RFP.

The original proposal with five (5) copies of the proposal, AND one electronic PDF copy of the proposal on flash drive or CD/DVD must be submitted all together in a sealed package to the Syracuse City School District, Attn: Deanne Dwyer, 1025 Erie Boulevard West, Syracuse, NY 13204, no later than 3:30 p.m., on September 11, 2019.

Thank you for your anticipated interest in providing this service to the Syracuse City School District. If it is not your intention to submit a proposal, please notify us via email at RFP@scsd.us before the proposal close date.

Sincerely,

Suzanne Slack
Chief Financial Officer

Attachments

SYRACUSE CITY SCHOOL DISTRICT *REQUEST FOR PROPOSAL*

Expanded Pre-kindergarten (“EPK Round 4”) Services

RFP #SCSD2020-002

*Syracuse City School District
Finance Department*

*REQUEST FOR PROPOSAL
RFP REFERENCE # SCSD2020-002*

Syracuse City School District

ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES OF THE PROPOSAL
AND ONE (1) ELECTRONIC PDF COPY OF THE PROPOSAL ON A FLASH
DRIVE OR DVD/CD

ALL TOGETHER IN A SEALED PACKAGE
MUST BE RECEIVED PRIOR TO 3:30 P.M., Wednesday,
September 11, 2019 AT THE FOLLOWING ADDRESS:

*SYRACUSE CITY SCHOOL DISTRICT
ATTN: DEANNE DWYER
1025 ERIE BOULEVARD WEST
SYRACUSE, NY 13204*

NO EXCEPTIONS

SPECIAL NOTE:

Proposal packages must be sealed and clearly marked on the exterior showing
the proposal name and reference number as listed in this solicitation.

PROPOSAL REFERENCE # SCSD2020-002

Expanded Pre-kindergarten (“EPK Round 4”) Services

PLEASE PRINT THE WORDS “ORIGINAL” ON YOUR ORIGINAL COPY
AND LABEL ALL COPIES WITH THE WORD ‘COPY’.

GENERAL INFORMATION

The Syracuse City School District, Syracuse, New York (the District) is soliciting written proposals for Expanded Pre-kindergarten from Proposers that have had experience in providing high quality services of this type to comparable clients/municipalities of similar size and scope, and that have the staff capacity and expertise to do so for the District.

This Request for Proposal provides general information regarding the District and the specific requirements for proposals to be submitted.

The anticipated initial term of the contract will be for one half (1/2) school year (5 months) beginning on January 27, 2020 and ending on June 30, 2020.

BUDGETARY FUNDING

Execution of a definitive agreement for the initial proposal year and for any year beyond the initial proposal year is contingent upon the annual appropriation of sufficient funds for this contract and approval of the Board of Education.

It is understood by and between the parties hereto that this contract shall be deemed executor only to the extent of the monies appropriated and available for the purpose of this contract and no liability on account thereof shall be incurred by the District beyond monies appropriated and available for the purpose thereof.

PROPOSAL SUBMITTAL REQUIREMENTS

Only complete signed proposals addressed to Syracuse City School District, Attn: Deanne Dwyer and submitted prior to or by the appointed time and date at the designated delivery address in this RFP # SCSD2020-002, will be considered valid.

Proposals received by the due date and time will be recorded in private at the Syracuse City School District Finance Department and given to appropriate District personnel for further review.

PUBLIC ATTENDANCE IS NOT PERMITTED.

Proposals submitted after the stated time and date will not be considered and will be returned to the Proposer unopened.

SPECIFICATION AVAILABILITY

Proposers may review an electronic copy of the RFP specification on the District's website (www.syracusecityschools.com). Proposers shall affirm in their responses that they have had the opportunity to review the specifications.

EXAMINATION OF SOLICITATION DOCUMENTS & ADDENDA

Prospective proposers shall examine Solicitation Documents carefully before submitting a proposal. Proposers are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Proposer's risk.

Any questions, or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents **must be submitted in writing by e-mail to RFP@scsd.us no later than 3:30PM on August 23, 2019. No exceptions.**

If any substantive requests for information are received and responded to by the District, a written addendum to this RFP will be issued and shall be binding on all Proposers.

The District's response to such substantive written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers.

Please provide complete contact information with email address as soon as possible after receiving this request through email to RFP@scsd.us so responses, if required, can be distributed uniformly via addendum.

Only written addenda issued by the District's Finance Department shall be binding. No officer, employee, or agent of the Syracuse City School District is authorized to clarify or amend the Solicitation Documents by any other method. Any such clarification or amendment, if given, is not binding on the Syracuse City School District.

TIMELINE

The timeline set out herein represents the District's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the submission deadline, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the proposal submission deadline of the RFP will be posted on the District's website (www.syracusecityschools.com) as an official, written addendum prior to the proposal submission deadline of this RFP. After the close of the RFP, the District reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

The anticipated schedule is as follows:

Advertise RFP on District's website	August 16, 2019
Final Date for Submission of Questions	August 23, 2019
Addendum Issued by District (if necessary)	August 30, 2019
Proposal Submission Deadline	September 11, 2019
RFP Evaluations Begin	September 12, 2019
Evaluation Committee Recommendation	September 30, 2019
Award Recommendation (Work Session)	November 18, 2019
Expected Award Date (Board of Education)	December 11, 2019
Expected Contract Start Date	January 27, 2020

ACCEPTANCE PERIOD

All proposal information may be considered proprietary during the evaluation period. After award of the contract(s), all information will be considered public and will be made available for inspection by appointment and/or via the Freedom of Information Law (FOIL) process.

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officer Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposal's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."** The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

MODIFICATION AND/OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by the Proposer following the time and date designated for the receipt of proposals.

Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing under the signature of the Proposer and must be received by the District prior to the official closing time and date for receipt of proposals.

Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to Proposers.

DURATION OF PROPOSAL

To be considered, proposals must be held firm for a minimum of one hundred fifty (150) days from the deadline for submission of the proposals to allow for acceptance by the District.

CONTRACT AGREEMENT

The selected Proposer will be required to enter into and sign a formal written contract (**See Attachment #1**) between the District and the Proposer, reviewed by legal counsel for the Syracuse City School District. This RFP and the response of the successful Proposer will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

The District retains the option of canceling the award if the successful Proposer fails to accept such obligations.

CONTRACT AVAILABILITY (“Piggybacking”):

The District will make this contract available to all municipalities, school districts and political subdivisions subject to eligibility under state law. Contracted vendors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality, school district and/or political subdivision make their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. The District is not responsible for determining an entity’s ability to piggyback, and that right is reserved exclusively to local counsel. Extension of the contract to additional entities is optional for the vendor.

NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

NOTE TO PROPOSERS

Please retain a copy of this complete document for your records. This is the only copy you will receive.

You will be forwarded notice of the awarded services only.

The Syracuse City School District reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Please be advised that any exceptions to these specifications may be cause for your proposal to be disqualified.

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

TERMINATION

Either party may terminate this Agreement:

1. without cause by giving the other party ninety (90) days' prior written notice of such termination;
2. immediately upon a party failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from the other party; or
3. immediately upon reasonable cause and notice to the other party.

This Agreement shall be deemed executory only to the extent of monies appropriated and available to the SCSD for the purpose of this Agreement, and no liability on account thereof shall be incurred by the SCSD beyond the amount of such monies. The Agreement is not a general obligation of the SCSD. Neither the full faith and credit nor the taxing power of the SCSD are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement. SCSD may terminate this Agreement immediately and without penalty upon the revocation or unexpected discontinuance of relevant funding.

In the event of early termination of this Agreement, Contractor shall reimburse SCSD for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

Termination will be effected by delivery to the Proposer of a written notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Contractor shall:

1. Stop all work
2. Assign to the District all right, title and interest in the work being developed.
3. Deliver forthwith to the District all completed work and work in progress.
4. Preserve and protect, until delivery to the District, all material plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the District or necessary to the completion of the work.
5. Return all supporting documents, data, or other materials supplied by the District to the Proposer; such conveyance to be in a manner so as to preserve the inherent or assumed confidential nature of such documents, data or other materials.

INSURANCE REQUIREMENTS

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, Contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on Contractor's insurance policies, with the exception of workers' compensation. Contractor shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by the District in its discretion, to cover potential claims arising out of the performance of this agreement.
- B. The policy naming the District as an additional insured shall:
- (i) Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer.
 - (ii) State that Contractor's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - (iii) The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
 - (iv) The certificate of insurance must describe the specific Services provided by Contractor that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$1,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
 - (v) At the District's request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Contractor will provide a copy of the policy endorsements and forms.
 - (vi) Contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
 - (vii) Copies of the certificates of insurance shall be mailed to the District two (2) weeks after the RFP is awarded including the declaration pages from the policies showing the endorsement that the District is listed as an additional insured.
 - (ix) The certificates shall be issued to the District with a provision that in the event the policy is either cancelled or diminished, at least thirty (30) days prior notice thereof shall be given to the District.
 - (x) The Proposer acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

C. Indemnification:

Contractor agrees to indemnify and hold harmless District from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Proposal, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any claim or demand is asserted against it which reasonably may result in liability to the District that Contractor shall give prompt notice thereof in writing to the District and shall cooperate in the investigation of the claim and any defenses arising therefrom.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seem to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

AUTHENTICATION OF PROPOSAL AND AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

Authentication of proposal, affidavit of non-collusion and non-discrimination forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

BACKGROUND

Syracuse City School District

The Syracuse City School District is a dependent district of the City of Syracuse that provides quality educational services to over twenty two thousand (22,000) students in grades Pre-Kindergarten through Grade 12, in approximately forty (40) buildings. The District operates and maintains its own transportation, food service and maintenance programs. The District's fiscal year begins on July 1 and ends on June 30. The District is designated as a Large City School District (cities having a population in excess of 125,000) a/k/a/ a "Big 5" School District and is fiscally dependent on the City of Syracuse.

The District has eleven (11) bargaining units that cover approximately 4,200 employees.

The District has a seven (7) member Board of Education elected by seat.

The District's management consists of:

- Superintendent of Schools
- Chief of Staff
- Chief Academic Officer
- Chief Accountability Officer
- Chief Financial Officer
- Chief Human Resources Officer
- Chief Ombuds / Student Support Services Officer
- Chief Operations Officer

SCOPE OF SERVICES

The District is seeking qualified vendors to provide Expanded Pre-kindergarten as described below. Any aspects of the service not addressed in the Scope of Services are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its proposal rests.

The contract will be awarded to the best Proposer as determined by the District. It is appropriate to emphasize that the lowest Proposer may not be the best. In order to adequately measure the capabilities of the Proposer, the District will evaluate and score each proposal in accordance with the criteria presented in the Evaluation Criteria section below. The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

The Proposer shall furnish all necessary staff, materials, equipment, documentation and supplies necessary to provide Universal Pre-kindergarten Services as described below.

The Proposer is required to address each of the requirements identified below. The Proposer is encouraged to identify innovative breakthroughs and any one-of-a-kind programs exclusive to the Proposer.

The District is seeking qualified Proposer(s) to implement a Universal Pre-kindergarten program as follows:

I. REQUIRED PROJECT TIMELINE

1. Proposers will verify that they will operate the program according to the approved contract in alignment with the SCSD Calendar (minimum of 90 instructional days for students).
2. Proposers will recruit and submit registration documents for new students by Tuesday, January 21, 2020.

II. MINIMUM TRAINING & CERTIFICATION REQUIREMENTS

1. Current DSS licensing certificate or NYSED certificate for facility occupancy
2. By January 15, 2020, copies of teaching staff Pre-k (N-6) grade/Early Childhood B-2 grade, Special Education NYS teacher certification or 3-year written plan for bachelor's degree candidates with copy of onsite supervisors NYS teacher certification and child abuse clearance documents. In the event of pending staff changes, updated information must be sent immediately to the Pre-K Office
3. Meet the following professional development requirements:
 - Participate in all professional development opportunities that are **mandatory** for Pre- K staff. The eligible agency must provide substitutes for the staff to attend. If the Pre-K Program staff is provided by the District, the District will provide substitutes for those staff members to attend District professional development opportunities. These opportunities may occur during or after the school day. Pre-K staff will also be invited to participate in Saturday Academies which are not mandatory.
 - Participate in the SCSD Superintendent's Conference Day(s) per SCSD approved calendar.
 - Any new staff hired prior to the beginning of the school year will participate in the mandatory Prekindergarten New Teacher Orientation per SCSD approved calendar and the professional development sessions that are designed for first year teachers throughout the school year.
 - Directors, or their designee, must attend all mandatory Agency Directors' meetings.
4. Teaching assistants must have a high school diploma or equivalent and 6 hours of college credit
5. Teacher aides must have a high school diploma or equivalent

III. MINIMUM SERVICE REQUIREMENTS

1. Full-day programs must be a minimum of 5 hours per school day for the full school year and half-day programs must be a minimum of 2.5 hours per school day for the full school year. All programs must operate according to the approved contract in alignment with the SCSD Calendar (minimum of 90 instructional days for students during the initial contract period).
2. Meet required staff to student ratios for class size as follows:
 - Less than 19 students – there must be a teacher and a teaching assistant or aide.
 - For classrooms of 19-20 students – there must be a teacher and 2 teaching assistants and/or aides
 - For classrooms with 3-year-old students the adult to student ratio must be 1:8.

IV. MINIMUM PROJECT PLAN AND DELIVERABLES REQUIREMENTS

1. Providers must guarantee a classroom environment and instructional practices designed to support early childhood learning. The classroom environment – the classroom organization, schedule, routines, emotional climate, layout, furnishings, resources and materials – and the instructional practices should be designed in such a way as to provide children with the hands-on, engaging experiences necessary for children to learn.
2. Providers must follow NYSED guidelines for suspension and expulsion of students in addition to the guidelines established in the SCSD Code of Conduct, Character and Support to create a safe, orderly and nurturing environment in which all children can learn and thrive. The SCSD Code of Conduct is available at:

<http://www.syracusecityschools.com/districtpage.cfm?pageid=984>

3. Providers must ensure buildings and Pre-K classrooms meet all facility requirements of licensing agency.

PROPOSALS

Thank you for your anticipated interest in providing this service to the District. If it is not your intention to submit a proposal, please notify the District in writing before the proposal close date.

The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

To enable the District to compare the proposals received, the District asks that your proposal include the information specified below in the sequence listed, with each section of your proposal numbered to correspond to the number sequence below.

I. PROPOSED APPROACH

1. Describe, in narrative form, your proposed approach to this engagement, including a description of the services you intend to provide and your proposed approach to providing the requested services including the MINIMUM training and certification requirements, service requirements and project plan and deliverables requirements outlined in the Scope of Services sections I through IV, as well as:
 - a. What is your agency's mission/philosophy/purpose?
 - b. Describe your agency's organizational structure.
 - c. Describe your agency's background/experience in providing programs for pre-school children.
 - d. How many City of Syracuse resident children do you currently serve? Please delineate by age groups.
 - e. Please list licensure/certification/affiliations held by your agency and attach copies of these documents to this packet (i.e. OCFS, Quality Stars, NAEYC, DSS, etc.)
 - f. Please list and attach administrative/educational certification(s) held by on-site administrator/supervisor(s). If the agency operates classrooms at more than one physical location, please identify for each site.
 - g. Please describe and attach copies of your agency's recruitment, screening and hiring procedures for classroom staff. Please address how your agency ensures NYS mandated fingerprint clearance of employees.
 - h. Does your agency collaborate with any other agencies? If yes, please identify and describe those collaborations.
 - i. What professional development opportunities do you provide for your staff? Are these required of all employees or voluntary? Please describe professional development mandates/structures within your agency, as well as the credentials of the professional development provider(s).
 - j. Please identify the plan for appropriate classroom coverage (maintaining adult/child ratio as well as appropriate certification) in the event of staff absences.
 - k. Please describe the employee evaluation process/frequency utilized by your agency.
2. Complete the applicable "New York State Program Application Packet for Expanded Pre-kindergarten in High Need School Districts (EPK)" Attachment #2.
3. Please provide a detailed list of information that will be required from the District for the engagement, if applicable.

II. NUMBER OF SEATS AND PROGRAM BUDGET

4. Submit a fee proposal on the Agency Budget Form (Attachment #3) to provide the Expanded Pre-kindergarten ("EPK Round 4") Services as outlined in the above Scope of Services for the fiscal year ending June 30, 2020. With the exception of proposals requiring additional funding as described in Section II (#6) below, the fee proposal is an all-inclusive maximum price per student for the services proposed.

5. Confirm acceptance of the District's standard billing terms or describe any proposed modifications to the District's standard billing practices. Standard billing terms are as follows: Payments shall be made monthly contingent upon (i) Contractor's satisfactory completion of its responsibilities under this Agreement; (ii) Contractor's submission of a detailed PDF invoice for each payment to apayable@scsd.us; (iii) Payment will be made by credit card (MasterCard) on the basis of students served; (iv) In no instance will payment exceed the maximum allowable monthly charge for the number of students served on BEDS Day, as determined by The New York State Education Department (anticipated to be on or shortly after April 1, 2020)
6. During this initial contract period only, proposers may apply for \$20,000 in funding to cover the start-up costs of supplies for **NEW** Expanded Pre-kindergarten classrooms. Proposed expenses should be requested and detailed on the Agency Budget Form (Attachment #3).
 - For the purposes of this RFP, a **NEW** Expanded Pre-kindergarten classroom is defined as:
 - Any space that is not currently being used as a Pre-kindergarten classroom, nor was it used as a Pre-kindergarten classroom at any time during the 2018-19 District school year,

AND

 - Will be used for a class of students, who are **not** currently registered for the 2019-20 school year.
 - **Funding is available for supplies and materials only, not for equipment or retrofitting of physical space.**
 - This funding is **NOT** available for supplies for Proposers that are adding students to existing classrooms.

In the case of an error in the extension of prices in the proposal, unit prices will govern.

III. OTHER INFORMATION

7. Provide completed Proposer's Information Sheet with current IRS Form W-9.
8. Provide completed Statement of Qualifications Form.
9. Provide acknowledgement of Non-Collusive Bidding Certification and complete Non-Discrimination Questionnaire as detailed in the following pages of this document.
10. The Proposer should state whether or not they are a Minority and/or Women-Owned Business and submit their current M/WBE certificate if applicable.
11. The Proposer should state whether or not they have a physical business location within

the limits of the City of Syracuse and the address of such location.

12. Confirm the Proposer's acceptance of the District's standard contract template language (Attachment #1) or describe any proposed modifications to the District's standard contract template language.
13. Provide any other information that you believe will assist the District in making its selection. Such information may be in this last section of your proposal or may be presented in one or more appendices.

CHANGES TO KEY PERSONNEL

The personnel and commitments identified on any Proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other projects or changing the level of effort of the specified individuals, the Proposer must notify the District fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The Proposer will make no deviation without the prior written consent of the District. Replacement of personnel will be with personnel of equal or higher ability and qualifications.

The District shall have the right to reject any of the staff provided by the Proposer, who in the sole opinion of the District are unacceptable, with 24-hour notice, and the Proposer shall be able to provide an immediate, temporary replacement and within 30 days, provide a permanent replacement with acceptable technical experience and skills.

EVALUATION CRITERIA

The District will review the proposals and select a Proposer on the basis of the evaluation criteria listed. The District reserves the right to reject and/or to negotiate any and all proposals submitted, to request additional information from all Proposers and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the Proposer that, in its opinion, best meets the District's needs, not necessarily the Proposer whose fees are the lowest.

Evaluation Criteria and the maximum possible points to be awarded for each criterion will be as follows:

No.	Criteria	Maximum Points
1	Qualifications and experience of the Proposer, including comparable school district and/or governmental accounts of similar size and scope as this project (Also, includes status as an M/WBE certified business and/or a business with a physical location within the limits of the City of Syracuse as allowable under funding source guidelines)	20 points
2	Certifications of the key personnel and facility and applicable certification(s)	20 points
3	Adequate physical plant – square footage, indoor/outdoor gross motor etc.	20 points

4	Narrative description of the program	20 points
5	Agency Budget Form	20 points

The District reserves the right to consider all relevant and reasonable information relating to the evaluation criteria listed, which may or may not be explicitly stated in the Scope of Services description, when selecting the successful Proposer.

During the evaluation process, the Districts may, at its discretion, invite the top two (2) or more qualified Proposers for an interview. The District reserves the right to make a decision based on the interviews. The District will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal. Not all Proposers may be asked to make such oral presentations.

Points for cost will be assigned on the basis of ratio from low to high, meaning the Proposer with the lowest cost will be assigned the highest point value; second lowest cost will be assigned a point value in proportionate descending order in relation to how many RFP submittals are received and cost amount submitted. For example, Proposer 1's total cost is \$5,000. Proposer 2's total cost is \$4,000. Proposer 1 will receive the full 15 points. Proposer 2 will receive 12 points calculated as $\$5,000 / 15 \text{ points} * \$4,000$.

AWARD

The District hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the Proposer be awarded this contract, or any portion of this contract, the Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin or ancestry.

The District reserves the right to reject any or all proposals, to waive any informalities or technical defect in proposals, and unless otherwise specified by the District to accept any portion(s) of the proposal that may best serve the interest of the District including the right to award a contract without further discussion or negotiation with anyone proposing these services.

The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

Neither the contract nor any interest therein or payments to be made thereunder shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the District.

PRICE REDUCTION SUBSEQUENT TO AWARD

If at any time after the date of the proposal, the Proposer makes a general price reduction in the

comparable price of any material/service covered by the contract to customers generally, an equivalent price reduction based on similar quantities/considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general price reduction” under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the “Price Reduction” provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the District of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the District.

MONITORING AND EVALUATION OF SERVICES

SCSD reserves the right to monitor and/or evaluate the services provided under an agreement with the Contractor. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with District and funding source requirements and guidelines. All programmatic goals and decisions shall be made and determined by District.

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By submitting a proposal in response to this RFP, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

STUDENT PRIVACY

The Syracuse City School District (“SCSD”) is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from SCSD. The provisions of this section are intended to comply with Section 2-d in all respects.

As used in this section, the term "student data" means personally identifiable information from student records that Contractor receives from the District. By submitting a proposal in response to this RFP, the Contractor certifies that it will abide by these provisions if selected by the District to provide services.

Education Law Section 2-d (5) (d)

Contractor agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency’s policies on data security and privacy that protect the confidentiality of personally identifiable information.

Education Law Section 2-d (5) (e)

Contractor agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data. Education Law Section 2-d (3) (b) (1) and (c)(1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable SCSD to make use of the Services defined within the underlying Contractor Agreement. Student data received by Contractor, or by any of its assignees, from SCSD shall not be sold or used for marketing purposes.

Education Law Section 2-d (3) (c) (2)

Contractor shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this Agreement.

Education Law Section 2-d (3) (c) (3)

Upon expiration of this Agreement without a successor agreement in place, Contractor shall assist SCSD in exporting all student data previously received from SCSD, and, at the request of SCSD, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

Education Law Section 2-d (3) (c) (4)

Parents have the right to file complaints with SCSD about possible privacy breaches of student data by SCSD's third party contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. At this interim time, you may contact Timothy Moon, Chief Accountability Officer, with any such complaints by mailing him at 725 Harrison Street, Syracuse, NY 13210, (585) 435-4281. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Contractor by SCSD will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Contractor acknowledges that it has the following obligations with respect to any student data received from SCSD, and any failure to fulfill these statutory obligations shall be a breach of any agreement with SCSD:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in an agreement with SCSD;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the agreement, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- 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 U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

SCSD PARENTS' BILL OF RIGHTS

- The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record; and
- State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

DATA SHEET RFP # SCSD2020-002

Proposer's Information

Please complete and return the following form with your response along with a copy of Proposer's completed IRS Form W-9:

Company Name:	
Company Address: 	
City, State, Zip	
Contact Person:	
Name:	Title:
Email Address:	Fax No.:
Office Phone No.:	Mobile Phone No.:

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business_____.
2. Number of personnel employed Part time - _____, Full time - _____,
3. Is your company designated as a Minority and/or Women Owned Business (M/WBE):

☐ Minority Owned Business ☐ Women Owned Business ☐ Both ☐ Neither

4. ORGANIZATIONAL STRUCTURE OF PROPOSER (check all which apply)

- | | |
|--------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> general partnership | <input type="checkbox"/> corporation doing business under a trade name |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> individual doing business under a trade name |
| <input type="checkbox"/> limited liability corporation | <input type="checkbox"/> other (specify): _____ |
| <input type="checkbox"/> limited liability partnership | |

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled.

☐ Yes ☐ No

New York corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the proposal opening?

or

Out-of -state Corporation - Do you have a valid license to do business in the State of New York? (Evidence in the form of a Certificate of Authority from the New York Secretary of State will be required within 30 days of the proposal opening.)

☐ Yes ☐ No

6. Is your local organization an affiliate of a parent company? If so, indicate on the next page, the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

☐ Yes ☐ No

7. Have you failed to complete any contract awarded to you within the last 5 years? _____
If so, when, where and why? _____

8. Have liens or lawsuits of any kind been filed against you or any officer, director or partner of your organization, arising out of any of your contracts within the last 5 years? _____
If so, give details: _____

Business Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Name of Agent: _____

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the proposal opening will be required within 30 days of the proposal opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the proposal opening.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this proposal request.

NON-COLLUSIVE CERTIFICATION

- These prices 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 competitor.
- Unless otherwise required by law, the prices which have been quoted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly, or indirectly, to any other competitor, and
- No attempts have been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a quote for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the following statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

NON-DISCRIMINATION QUESTIONNAIRE **Complete all items**

Is your Firm:	Yes	No
• Currently employing less than 25 persons, exclusive of the parents, spouse or children of the employer?	_____	_____
• Quoting an amount which, added to the award amounts of other non-construction City of Syracuse contracts during this calendar year, totals less than \$10,000.00?	_____	_____

During the performance of this contract, the Proposer or vendor agrees:

- That they will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin, gender identity, marital status, familial status, domestic violence victim status, genetic predisposition, or military or veteran status.

SIGNATURE

The undersigned hereby declares that he/she is the only person interested in this quote that the quote is in all respects fair and without collusion or fraud, and that no member of the Board of Education or other officer of the Syracuse City School District, or any person in the employ of said District, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned hereby declares that he/she carefully examined the form of contract and specifications and will do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures of affirmations set forth therein are true and accurate.

Entity Making

Quote _____

SIGN BELOW

Signature of

Authorized Agent _____

Entity's Address _____

Print Name and Title of Authorized Person

Dated _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

Attachment #1

Standard

Contract

AGREEMENT
between
Syracuse City School District
and

Parties to the Agreement:

This agreement (the “Agreement”) is prepared for the purpose of identifying the terms under which _____ (the “Contractor”) will provide contracted services to the Syracuse City School District (“SCSD”).

Term and Termination:

This Agreement shall commence on _____, 201_ and terminate on _____, 201_ (the “Term”), if not previously terminated pursuant to the paragraphs below:

Either party may terminate this Agreement:

- i. without cause by giving the other party ninety (90) days’ prior written notice of such termination;
- ii. immediately upon a party failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from the other party; or
- iii. immediately upon reasonable cause and notice to the other party.

This Agreement shall be deemed executory only to the extent of monies appropriated and available to the SCSD for the purpose of this Agreement, and no liability on account thereof shall be incurred by the SCSD beyond the amount of such monies. The Agreement is not a general obligation of the SCSD. Neither the full faith and credit nor the taxing power of the SCSD are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement. SCSD may terminate this Agreement immediately and without penalty upon the revocation or unexpected discontinuance of relevant funding.

In the event of early termination of this Agreement, Contractor shall reimburse SCSD for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

Description of Services:

During the Term, Contractor will provide the following services (the “Services”):

[INCLUDE PROVISION BELOW FOR COMMUNITY AGENCY SERVICE PROVIDER CONTRACTS]

Additionally, SCSD and Contractor, a community agency, agree to abide by the Memorandum of Understanding attached hereto and made a part hereof as **Attachment C**.

Payment:

[CHOOSE ONE BELOW, DEPENDING ON WHETHER THERE IS TO BE ONE PAYMENT OR MULTIPLE PAYMENTS]

In consideration for the Services, SCSD agrees to pay Contractor a total of _____ Dollars (\$_____.00); provided that payment shall be contingent upon (i) Contractor's satisfactory completion of all of its responsibilities under this Agreement; and (ii) Contractor's submission of a detailed invoice for each payment at apayable@scsd.us.

OR

In consideration for the Services, SCSD agrees to pay Contractor on the following dates, provided (i) the services below are provided by the date the payment is due; and (ii) Contractor submits a detailed invoice for each payment at apayable@scsd.us.

Payment Date	Services Provided

Monitoring and Evaluation of Services:

SCSD reserves the right to monitor and/or evaluate the services provided under this Agreement. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with SCSD and funding source requirements and guidelines. All programmatic goals and decisions shall be made and determined by SCSD.

Representations and Warranties:

Contractor represents and warrants to SCSD that:

- i. It has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action;
- iii. Its entering into this Agreement with SCSD and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- iv. It and its employees have the required skill, experience, and qualifications to perform the Services; and,
- v. It and its employees shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
- vi. To the extent it receives, creates, keeps, holds, files, produces or reproduces records in the course of performing services pursuant to this Agreement, Contractor does so on behalf of and for the benefit of the SCSD, and accordingly, that such records constitute records of the SCSD. Contractor shall maintain such records on the SCSD's behalf for no less than the

minimum period of time set forth in the ED-1 Records Retention & Disposition Schedule (http://www.archives.nysed.gov/records/retention_ed-1), and shall promptly provide copies of any such records to the SCSD's Board of Education and to the Superintendent of Schools or their respective designees, upon request. This subdivision shall survive the termination of this Agreement.

- vii. Contractor agrees, to the maximum extent permitted by law, that all individuals providing Services under this Agreement who are reasonably expected to have direct, in-person face-to-face communication or interaction with the SCSD's students on the SCSD's premises for more than five (5) days during the school year will, prior to providing services pursuant to this Agreement, submit fingerprints, cooperate and comply fully with the required criminal background check and criminal clearance process through the New York State Education Department (NYSED), as set forth in the New York Education Law and regulations of the Commissioner of Education. It shall be the responsibility of the District to take the fingerprints furnished by Contractor and promptly submit such fingerprints to the NYSED's authorized designee(s) for the purpose of enabling the NYSED to obtain a criminal background report for each such person and to make the determination whether to criminally clear each such person to work with the SCSD's students. The SCSD shall not permit any person providing services under this Agreement who is reasonably expected to have direct, in-person, face-to-face communication or interaction with the SCSD's students as set forth above to provide services until such person has been criminally cleared by NYSED, except as explicitly authorized by the Education Law and regulations of the Commissioner of Education. In addition, the SCSD shall provide in-person supervision, by one or more of the SCSD's own employees, for any person providing services under this Agreement who has not been fingerprinted and criminally cleared because the person was not reasonably expected to have in-person, face to-face communication or interaction with the SCSD's students for more than five days during the school year, while such person is providing Services in direct contact with the SCSD's students on the SCSD's premises. Contractor will directly pay or reimburse the DISTRICT for all applicable fingerprinting and criminal clearance costs and fees.

SCSD hereby represents and warrants to Contractor that:

- i. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action.

Independent Contractors:

- i. The relationship of Contractor to the SCSD is that of an independent contractor. Any and all Services performed by Contractor and/or its officers, employees, agents representatives and/or subcontractors under this Agreement shall be performed in such capacity. Neither Contractor nor its officers, employees, agents, representatives and/or subcontractors shall hold itself/themselves out as, or claim to be, officers or employees of the SCSD, or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the SCSD, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement

membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the SCSD by its acts or omissions.

- ii. It is agreed by Contractor and the SCSD that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the SCSD on behalf of any of Contractor's officers, employees, agents, representatives and/or subcontractors. Said payments are to be made by Contractor in compliance with all federal, state, and local laws, rules or regulations. Contractor agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over it or its relationship with the SCSD. Contractor further agrees to indemnify and hold the SCSD harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to Contractor's nonpayment and/or underpayment of any such taxes or payments.
- iii. The SCSD acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor or its officers, employees, agents, representatives and/or subcontractors perform Services under this Agreement, except as provided herein, and as required by federal, state, or local laws, rules, and regulations.
- iv. Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with any other person and/or entity. Furthermore, Contractor affirmatively states that it is in the business of providing Services and provides Services to other entities.

Non-solicitation:

The Contractor agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not solicit or in any manner encourage, either directly or indirectly, any employee of SCSD to leave SCSD for any reason; nor will it interfere in any other manner with the employment or business relationships at the time existing between SCSD and its current or prospective employees.

Taxes:

Contractor shall be solely responsible and required to pay all income taxes, employment taxes, and insurances related to the services and remuneration hereunder. SCSD shall not be required to withhold from or to pay over for or on behalf of Contractor any workers' compensation, disability benefits, federal or state withholding taxes, Social Security, or any other deductions required by the Internal Revenue Service, Social Security Administration, or other administrative or governmental agency. Contractor shall indemnify and hold harmless SCSD from and against any and all liabilities (including legal fees), taxes, penalties, and other expenses and state and federal demands which SCSD may incur as a result of Contractor's failure to pay any federal or state taxes of any kind whatsoever or Contractor's failure to declare and/or pay all required taxes on the remuneration paid hereunder, or relating to Contractor's failure to maintain all insurance required to be maintained by Contractor.

Insurance:

Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, Contractor hereby agrees to effectuate the naming of the SCSD as an unrestricted additional insured on Contractor's insurance policies, with the exception of workers' compensation. Contractor shall be

responsible for obtaining insurance coverage that is reasonably necessary, as determined by SCSD in its discretion, to cover potential claims arising out of the performance of this agreement.

The policy naming the SCSD as an additional insured shall:

- (i) Be an insurance policy from an A.M. Best rated “secure” or better, New York State admitted insurer.
- (ii) State that Contractor’s coverage shall be primary coverage for the SCSD, its Board, employees and volunteers.
- (iii) The SCSD shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
- (iv) The certificate of insurance must describe the specific Services provided by Contractor that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$1,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
- (v) At the SCSD’s request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Contractor will provide a copy of the policy endorsements and forms.
- (vi) Contractor agrees to indemnify the SCSD for any applicable deductibles and self-insured retentions.

Indemnification:

Contractor agrees to indemnify and hold harmless SCSD from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys’ fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any claim or demand is asserted against it which reasonably may result in liability to SCSD, that Contractor shall give prompt notice thereof in writing to SCSD and shall cooperate in the investigation of the claim and any defenses arising therefrom.

Compliance with Law:

Contractor will adhere to all applicable New York State and federal law and regulations governing the performance of Services under this Agreement, including but not limited to those related to fingerprint background clearance for any and all employees of Contractor who will have direct contact with SCSD students.

Contractor will adhere to all certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free work-place requirements, as more fully set forth in **Attachment A**, attached hereto and incorporated by reference.

Contractor will comply with all applicable requirements regarding the confidentiality of student and

employee records, including the Family Educational Rights and Privacy Act, and regulations of the United States and the New York State Education Departments, as set forth in more detail in **Attachment B**, attached hereto and incorporated by reference.

Dispute Resolution:

This Agreement is governed by the laws of New York, excluding its conflicts of law principles. The parties agree that they shall first attempt to resolve any claim, action, or proceeding arising from or relating to this Agreement informally or using mediation, in the sole discretion of SCSD. The parties agree to share equally in the costs of the mediation. The mediation shall be conducted at a location agreed to by the parties, or telephonically. If, after two (2) days of mediation, the parties have not settled the dispute, then any unresolved dispute arising from or relating to this Agreement may be settled by litigation, which shall be heard in the state or federal court of proper jurisdiction located in Onondaga County, New York.

Notices:

Any notices by either party shall be in writing and hand-delivered to the offices below or sent by registered or certified mail to the respective addresses as shown below or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile shall not be considered effective delivery of notice.

Jaime Alicea, Superintendent of Schools
Syracuse City School District SCSD
725 Harrison Street
Syracuse, New York 13210

Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

Waiver:

The failure or omission of any party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment by the one party of the required future performance of any such term or provision by the other party, nor shall such a failure or omission constitute a waiver of the right of the one party to insist upon future performance by the other of any such term or provision.

Merger Clause:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

APPROVED BY:
Syracuse City School District SCSD

Signature Date

Superintendent of Schools
Title

Signature Date

Chief Academic Officer
Title

APPROVED BY:

Signature Date

Title

Attachment A
SCSD Agreement/Subaward Agreement

By signing the Agreement/Subaward Agreement, the authorized official of the Contractor certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension and Other Responsibility Matters

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Uniform Guidance Assurance & Reporting

Contractor assures the Syracuse City School SCSD that it complies with OMB-Uniform Guidance, or applicable audit standards related to Contractor organization, and that it will notify SCSD of completion of required audits and of any adverse findings, which impact this MOA/Subaward. The Contractor will adhere to any awarding agency requirements and regulations pertaining to reporting and will provide SCSD with requested information in a timely manner, should such request be made.

**Contracting with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

If subcontracts for this contract are to be let, the Contractor, who is the Prime Contractor pursuant to CFR 200.321, is required to take the affirmative steps listed in paragraphs (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Remedies for Breach, Sanctions, Penalties

Should Contractor breach any provisions of this agreement, SCSD may temporarily withhold payments pending correction of the deficiency; disallow all or part of the cost of the activity not in compliance; wholly or partly suspend or terminate the current agreement with the Contractor; withhold further contracts/agreements with Contractor; or, take other legal remedies which may be available to SCSD.

Compliance with Federal Statutes and Executive Orders

Contractor certifies that it complies with the following:

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Compliance with Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 5).

Compliance with the wage rate requirements (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as amended (42 U.S.C. 6321-6326)

Copyrights and Patent Rights

The Federal Awarding Agency, where applicable, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Contractor will adhere to any awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

Records Accessories

The Contractor agrees to provide access by SCSD, the grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention

The Contractor agrees to retain all records in relation to this agreement for five (5) years after the project period had ended all other pending matters are closed.

Attachment B **Supplemental Information for Third-Party Contracts** **STUDENT PRIVACY**

The Syracuse City School District ("SCSD") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from SCSD. The provisions of this Attachment are intended to comply with Section 2-d in all respects.

As used in this Attachment, the term "student data" means personally identifiable information from student records that Contractor receives from SCSD.

Education Law Section 2-d (5) (d)

Contractor agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency's policies on data security and privacy that protect the confidentiality of personally identifiable information.

Education Law Section 2-d (5) (e)

Contractor agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data.

Education Law Section 2-d (3) (b) (1) and (c)(1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable SCSD to make use of the Services defined within the underlying Contractor Agreement. Student data received by Contractor, or by any of its assignees, from SCSD shall not be sold or used for marketing purposes.

Education Law Section 2-d (3) (c) (2)

Contractor shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this Agreement.

Education Law Section 2-d (3) (c) (3)

Upon expiration of this Agreement without a successor agreement in place, Contractor shall assist SCSD in exporting all student data previously received from SCSD, and, at the request of SCSD, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

Education Law Section 2-d (3) (c)(4)

Parents have the right to file complaints with SCSD about possible privacy breaches of student data by SCSD's third party contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. At this interim time, you may contact Timothy Moon, Chief Accountability Officer, with any such complaints by mailing him at 725 Harrison Street, Syracuse, NY 13210, (585) 435-4281. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Contractor by SCSD will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Contractor acknowledges that it has the following obligations with respect to any student data received from SCSD, and any failure to fulfill these statutory obligations shall be a breach of the underlying Agreement:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- 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 U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of

state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

It is understood that a Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

Attachment C
Additional Understandings
Between
SCSD and Community Agency Contractor

These additional Understandings between SCSD and Contractor:

- are intended to state a set of shared principles for the development of program specific agreements among SCSD and Contractor, a community agency;
- set forth a framework to enable SCSD and Contractor to create a viable Multi-Tiered System of Support for children and families;
- build on the interdependent relationship of all those partners seeking to build improved academic and behavioral outcomes for students;
- will create and sustain strategic relationships to maximize and potentially increase existing resources to be used within the SCSD; and,
- establish a focused point of accountability to ensure all students' right to an education in a safe, civil and caring environment that allows students to be active and contributing members of this community, nation, and world.

Both parties to these Understandings recognize the shared efforts necessary to create and maintain a highly functioning system for improving important academic and behavior outcomes for all students.

Mission Statement:

To ensure all students' right to an education in a safe, civil and caring environment through a multi-tiered system of supports which addresses the academic and social/emotional developmental needs of all students, utilizes best practices to enhance academic success, and enables all students to become productive, responsible citizens who can succeed in a rapidly changing world.

Goals of these Understandings:

- i. Increase capacity and efficacy to serve all students to ensure social, emotional and academic achievement.
- ii. Create and maintain an infrastructure that links and coordinates system functions.
- iii. Increase family involvement in student's educational success.
- iv. Improve systems collaboration among partners in schools as well as at the district level.

Values:

The parties to these Understandings will seek to employ the following partnership values:

- i. Family Driven —full and meaningful participation of the children and families whom we serve; purposefully seek input from family

- ii. Strengths Based — build on and celebrate what is going well
- iii. Responsive Listening — seek to understand
- iv. Team Based — multidisciplinary approach, shared responsibility for services and outcomes
- v. Data Informed — information to support decisions
- vi. Youth Guided — if youth buy-in they will achieve
- vii. Culturally and Developmentally Responsive and Inclusive — seek to understand and respond in supportive / non-judgmental manner
- viii. Relentlessness — keep working with the students with challenging behaviors and dedicated to keeping them in class and ready to learn
- ix. Honoring the work of other partners

Communication:

The parties to these Understandings agree to fully communicate both within agencies and among each other by:

- i. Designating a staff member to attend monthly meetings of the Think Tank for the purpose of shared decision-making, assessing needs/gaps, planning, sharing of data, and ongoing program evaluation;
- ii. Sharing information to the fullest extent possible, within the parameters of applicable regulations and respect for family privacy, in support of school success as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act, in accordance with the Agreement and **Attachment B**;
- iii. Abiding by the SCSD Parents' Bill of Rights for Data Privacy and Security:
 - a. The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
 - b. Parents have the right to inspect and review the complete contents of their child's education record;
 - c. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- iv. Developing common information sharing protocols and utilizing internal records management protocols to respect each other's confidentiality mandates;
- v. Conducting cross trainings among stakeholder staff to increase understanding of our various services, processes and offerings;
- vi. Assigning resources to participate in weekly School Intervention Team meetings and providing an updated roster to the lead social worker of the buildings for which the respective party is responsible; and,
- vii. Providing informed consent to parents for work that relates to their students.

Accountability:

The parties to these Understandings agree to foster accountability and sustain the process by:

- i. Clearly defining performance indicators, outcomes and shared data within the partnership;
- ii. In collaboration with the SCSD Think Tank, defining the criteria for students that are responding and not responding to the service;
- iii. Ensuring that the Student Intervention Team and/or the School Social worker goes through a process with the partner prior to discharge of cases to ensure the student and family are supported appropriately;
- iv. Conducting annual audits of effectiveness, relevance and implementation of partnership

services provided to SCSD students and families and share results with Syracuse City School District Student Support Services. Audits should report data by race, gender, special education distinction and ethnicity;

- v. Establishing evidence informed training curriculum and professional development practices for all external and internal partners;
- vi. Providing a plan to aggressively outreach to referrals from SIT team and the corresponding engagement benchmarks within a timely window for each service;
- vii. Providing and facilitating access to student and participant data and records for the purpose of assessing student achievement and attainment of program goals and objectives as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act;
- viii. Establishing and sharing protocols for discharge with teams at school and district level;
- ix. Designating the lead school social worker is the single point person for interventions and referrals to all supports and services associated with these Understandings;
- x. Committing to a "no reject" policy without the prior consultation with appropriate school or district staff; and,
- xi. Committing to an open door to all students and make it our responsibility to put forth the highest effort to engage with the student and family.

Resources:

The parties to these Understandings agree to maximize resources by:

- i. Leveraging funds to meet the goals of the Agreement;
- ii. Supporting innovation and enhancing service delivery whenever possible;
- iii. Offering trainings to all partners and their staff in the Think Tank either at the school or district level. The training should focus on the school team and its needs rather than the program specific needs;
- iv. Assisting in identifying potential resources to enhance service provision and ensure program sustainability;
- v. Ensuring that a minimum of 90% of slots will be filled from October 15 through June 30 of each school year in order to maximize utilization of services; and,
- vi. Ensuring that every student support staff team member and every service provider select a scheduled time block of a minimum of 2 hours every week to serve an "on call" support duty (to be available in situations when a student's coach is not available, a crisis situations in which a student doesn't have a coach, or when a student needs immediate attention in BIC.)

Attachment D **SCSD PARENTS' BILL OF RIGHTS**

- The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record; and
- State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Attachment #2

New York State Program Application Packet for Expanded Pre-Kindergarten in High Need School Districts (EPK)

New York State Program Application Packet

Expanded Pre-Kindergarten in High Need School Districts (EPK)

Agency/Organization Name:

Physical location/address of proposed classroom(s)*:

**please attach a separate page for each additional physical location*

Number of proposed full day 3 Year Old EPK seats at this location	
Number of proposed half day 3 Year Old EPK seats at this location	
Number of proposed full day 4 Year Old EPK seats at this location	
Number of proposed half day 4 Year Old EPK seats at this location	
Hours of full day program operation	
Hours of half day program operation	
Number of NYS certified teachers for this location	
Number of teaching assistant/aides for this location	

What is the average classroom square footage per child at this location?	
--------------------------------------------------------------------------	--

Is there an indoor gross motor space available at this location?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If yes, please describe space and available equipment: 	
<ul style="list-style-type: none"> If no, please describe plans to meet programmatic gross motor requirements: 	
Is there an outdoor gross motor space available at this location?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If yes, please describe space and available equipment: 	

- If **no**, please describe plans to meet programmatic gross motor requirements:

--

Please describe a typical instructional day in your proposed classroom(s) under this program (***a sample schedule may be attached***):

--

Please describe plans to implement SCSD/NYSED curricular requirements under this program (include literacy, math, social emotional, gross motor, on-going student assessment, etc.):

--

Please describe your agency's plan to provide classroom staff with release time to attend SCSD provided professional development sessions:

--

Please describe your agency's plan to provide classroom teachers with time to meet/plan with SCSD Early Childhood Instructional Coaching staff on a regular basis:

--

Please describe your agency's plan for providing instructional supervision of classrooms by an on-site, NYS certified professional (***attach credentials of certified on-site supervisor***):

--

Please describe your agency's plan for ensuring that children are in attendance for the full duration of program hours daily:

Please describe your agency's plan for entering/reporting student attendance in the SCSD *schooltool* platform on a daily basis:

Please describe your agency's experience with preschoolers with disabilities:

Please describe your agency's experience with preschoolers who are multi-language learners:

Please describe services/supports your agency provides to families (***attach supporting documentation***):

Please describe your agency's plan for parent engagement (***attach supporting documentation***):

Please describe how your agency will benefit from the proposed collaboration with the Syracuse City School District:

Program Director Signature: _____ Date: _____

Chief Executive Officer Signature: _____ Date: _____

Attachment #3

Agency Budget

Form

Syracuse City School District – New York State Funded Pre-Kindergarten Programs
for the 2019-2020 School Year

Agency Budget Form

Please complete a separate form for each program you are applying to:

(check ONE) ☐ EPK

(# Students X \$ Rate = \$ Total)

UPK Budget					
Program	#		\$ Rate		\$ Total
Proposed 3 Year Old FD Seats		X	\$6,500	=	
Proposed 3 Year Old HD Seats		X	\$4,500	=	
Proposed 4 Year Old FD Seats		X	\$5,655	=	
Proposed 4 Year Old HD Seats		X	\$3,500	=	

Supplies and Materials (NEW classrooms only) _____ x \$20,000 = \$ _____

Total Proposed Budget Request = \$ _____

Please provide a narrative description of reasonable, appropriate and necessary expenditures:

Profession salaries detail:

Total dollar amount for professional salaries = \$ _____

Supplies and materials detail:

Total dollar amount for supplies & materials = \$ _____

Purchased services detail:

Total dollar amount for purchased services = \$ _____

Program Director Signature: _____

Date: _____

Chief Executive Officer Signature: _____

Date: _____