SYRACUSE CITY SCHOOL DISTRICT

Anthony Q. Davis, Interim Superintendent of Schools

Office of Finance

Suzanne Slack, Chief Financial Officer

July 26, 2022

Subject: Request for Proposal #SCSD2023-004
Additional Alternative Learning Site Services

Dear Vendors:

Attached is a Syracuse City School District Request for Proposal (RFP) seeking a contract to provide Additional Alternative Learning Site Services for students from October 1, 2022 through June 30, 2023 and the subsequent two (2) years from July 1, 2023 through June 30, 2025. The District is seeking one or more 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 questions relating to the scope of services or questions relating to the RFP process, please submit all questions via email to RFP@scsd.us by no later than 3:30 p.m. local time, on August 1, 2022.

The original proposal with five (5) copies of the proposal, AND one electronic PDF copy of the proposal on USB/DVD/CD 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. local time, on August 10, 2022.

Thank you for your anticipated interest in providing this service to the Syracuse City School District.

Sincerely,

Suzanne Slack
Chief Financial Officer

Attachments

SYRACUSE CITY SCHOOL DISTRICT

Request for Proposal

Additional Alternative Learning Site Services

RFP # SCSD2023-004

Syracuse City School District
Finance Department

ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES OF THE PROPOSAL
AND ONE (1) ELECTRONIC PDF COPY OF THE PROPOSAL ON USB/DVD/CD
ALL TOGETHER IN A SEALED PACKAGE
MUST BE RECEIVED PRIOR TO 3:30 P.M. LOCAL TIME, WEDNESDAY, AUGUST 10, 2022
AT THE FOLLOWING ADDRESS:

SYRACUSE CITY SCHOOL DISTRICT
ATTN: DEANNE DWYER
1025 ERIE BLVD, WEST
SYRACUSE, NY 13204-2749

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 RFP # SCSD2023-004

Additional Alternative Learning Site Services

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

PUBLIC ATTENDANCE IS NOT PERMITTED.

GENERAL INFORMATION

The Syracuse City School District, Syracuse, New York (the District) is soliciting written proposals for Additional Alternative Learning Site Services for students from Proposers that have had experience in providing high quality services of this type to comparable districts 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 term of the initial contract period will be for 9 months beginning on October 1, 2022 and ending on June 30, 2023 and the subsequent two (2) years from July 1, 2023 through June 30, 2025 subject to approval by the Board of Education. The contract may then be renewed for two (2) additional one (1) year periods thereafter for July 1, 2025 through June 30, 2026, and July 1, 2026 through June 30, 2027. Each fiscal year period within the initial 3-year term and optional renewal years is subject to approval of funding by the Board of Education for that year.

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 #SCSD2023-004, 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 Purchasing Department website at http://www.syracusecityschools.com/districtpage.cfm?pageid=499. 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 local time on August 1, 2022. 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 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 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	July 26, 2022
Final Date for Submission of Questions	August 1, 2022
Addendum Issued by District (if necessary)	August 2, 2022
Proposal Submission Deadline	August 10, 2022
RFP Evaluations Begin	August 11, 2022
Evaluation Committee Recommendation	August 15, 2022
Award Recommendation (Work Session)	August 22, 2022
Expected Award Date (Board of Education)	September 7, 2022
Anticipated Contract Start Date	October 1, 2022

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 ninety (90) 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 contractors 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 contractor 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 contractor.

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 affected 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 thousand (20,000) 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 4,300 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 Alternative Learning Site Services for students 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(s) 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 Alternative Learning Site Services to students 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.

Description of Services

- The District is seeking alternative learning site(s) for students in grades six (6) through twelve (12) currently participating in the District's Homebound Instructional Program. The program is designed for students with severe temporary medical or psychological problems or conditions which prevent them from attending school to provide some instruction while the student is under treatment. The instruction is provided by certified teachers who come to the student's house or another meeting place. High School, Middle School, and Special Education students receive Homebound Instruction for 3 hours per day for 15 hours per week. Elementary students receive homebound instruction for 2 hour per day for 10 hours per week.

The District is responsible for and will provide the following:

- Student Support Coordinator at the Syracuse City School District will notify Alternative Learning Site Supervisor of students who will be attending the Alternative Learning sites and coordinate a schedule that provides a safe, conducive and supportive learning environment. Each student's schedule will be unique based on their transition and ability to transition back into a school setting.
- Parents will be responsible for providing transportation for students at the Alternative Learning sites. The only exception is some Special Education students who have unique transportation needs. The District will provide transportation to those students as detailed in the student's Individualized Education Program (IEP).
- Instructional Assignments will be provided by the District's staff to the teachers and staff members at the Alternative Learning Sites.
- The District will be responsible for providing certified teachers at each learning site to provide academic support and instruction during each session. The staff to student ratio will be 1 teacher for every 20 students.
- The District will be responsible for any discipline that is needed. The Student Support coordinator will work together with the Alternative Learning Site Supervisor and Outreach worker at the Alternative Learning Site to ensure the environment remains safe and supportive for all students in attendance.
- The District will be responsible for providing any electronic devices needed to learning and completion of the assigned work by students at the Alternative Learning Sites. Any maintenance on these devices will also be the responsibility of the District.
- The District will be responsible for providing and maintaining all assistive technology devices according to the IEP for special education students.
- All teachers provided by the District to the Alternative Learning Sites are expected to follow the same Code of Conduct, DASA, and all aspects of the Unit 1 Collective Bargaining Agreement while at the Alternative Learning Site.

Minimum Requirements for Alternative Learning Site Services for Students:

- Alternative Learning Sites will each provide two (2) sessions per day to the students assigned. Session 1 will run from 9AM to 12 PM and Session 2 will run from 12:30PM to 3:30 PM. In the event of a Snow Day and the District is closed to students and teachers, the Alternative Learning Sites would also be closed to students and teachers. If there is a delayed start to the school day, Session 1 would be cancelled and rescheduled at a later date to be coordinated by the Student Support Coordinator and Alternative Learning Site Supervisor.
- Each Alternative Learning Site needs to be able to provide a safe, supportive environment for 20 students per session. The Alternative Learning Site Supervisor will need to work in collaboration with the Student Support Coordinator to ensure that all sites have an accurate and up to date roster of students in each session and notify the District of any available vacancies.
- Each Alternative Site will need to provide an Alternative Learning Site Supervisor as well as an Outreach Worker. Both employees will work in collaboration with the Student Support Coordinator.

- The Alternative Learning Site Supervisor and Outreach Worker must follow the District's Code of Conduct, DASA, and ADA accessibility.
- The Alternative Learning Site Outreach Worker is expected to reach out to students' parent/guardian to report any absences and maintain written documentation of the notification including student name, date of absence, date of contact, method of contact, name of parent/guardian contacted and status of attempt (e.g. notified, message left, contact number out of service, etc.).
- The Alternative Learning Site Supervisor is expected to distribute and collect any and all work completed by students and work in collaboration with the Student Support Coordinator to make sure students are staying on track to transition back to a school setting.
- The Alternative Learning Site Outreach worker will report any absences to the Student Support Coordinator on a daily basis.
- Each Alternative Learning Site is expected to provide a safe, supportive space for students to learn and complete their assigned work.
- Each Alternative Learning Site will need provide students with access to Wi-Fi at no cost of the student.
- Supplies such as writing utensils, paper and notebooks will need to be available for students as needed.
- Light refreshments should be provided to students during each session, and students must have access to drinkable water.

Minimum Requirements for Staff Members Providing Alternative Learning Site Services to Students:

- The Alternative Learning Site Supervisor and Outreach Workers should have at least a Bachelor's Degree, and a minimum of 3-5 years experience working with students and families.

- New York State fingerprinting clearance for all staff at the Alternative Learning Sites must be obtained prior to services starting.

- Alternative Learning Site Outreach Worker must be able to collect and record student data accurately.

- All staff members at the Alternative Learning Site must have effective communication and collaborative skills, as well as the ability to take direction and follow through with program implementation and updates in a consistent manner.

- Resume / Statement of Qualifications **must** be provided for all staff members that the proposer expects to provide services to the District.

- The District retains the right to review the resume / statement of qualifications for any staff member prior to the staff member beginning to provide services to students. The District

retains the right to request removal of any proposer's staff member with or without stated cause either from serving the District as a whole or from providing services to a specific student at any point before or during the contract term.

PROPOSALS

Thank you for your anticipated interest in providing this service to the District.

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.

There is no page limit on the length of the proposal submissions. Please clearly indicate key components, using headings to make it clear to RFP reviewers.

I. QUALIFICATIONS OF PROPOSER / REFERENCES

1. **References:** Provide a list of Professional References including the District/Entity name, contact person, telephone number, email address, scope of services provided and dates services were provided. Written letters of recommendation from these clients are strongly encouraged to be included in the proposal. References cannot be provided by the Syracuse City School District (SCSD), and/or any SCSD school and/or any active SCSD staff member. Proposers should not contact any District staff members to request that the staff member provide a reference for the vendor. Reference letters can be addressed to "Syracuse City School District RFP Committee". If the reference letter is not addressed to "Syracuse City School District RFP Committee", there will be no negative impact, and/or loss and/or reduction of points awarded for this evaluation criterion.

2. **Qualifications of Proposer:** Describe the Proposer's qualifications including infrastructure and resources, such as personnel and their qualifications and/or certification. Include roles and responsibilities of staff within the organization that would provide and support the program.

II. PROPOSED APPROACH

3. 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 proving the requested services, time deadlines by which you would want information from the District, method of transmission of data from the District to your organization, turn-around time in preparing reports, quality controls within your company, and the format of any standard report (attach examples, if possible).

4. Provide resumes / statement of qualifications for each staff member that the proposer plans to use to provide the Alternative Learning Site Services to the District.

5. Please provide a detailed list of information that will be required from the District for the engagement.

III. FEE

6. Submit a fee proposal on the Proposal Quotation Sheet to provide the Alternative Learning Site Services as outlined in the above Scope of Services for each of the five (5) fiscal years ending June 30, 2023, 2024, 2025, 2026, and 2027. The fee proposal must be an all-inclusive maximum price for the services proposed, including staff travel, copying reports, etc. The proposer is expected to serve an estimated 20 students per daily session. If the actual number of students served during any monthly period is less than the estimated 20 student seats per daily session that the fee is based on, the fee will be reduced proportionally as follows: actual students served divided by 20 student seats multiplied by the monthly fee. For example, if 19 student seats were served, the monthly fee would be multiplied by 19/20, or 95%, to arrive at the total payment for the month. Vendor will provide 20 student seats per session per day. The 20 students in each daily session will vary day to day and month to month.

7. 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 contingent upon (i) Contractor's satisfactory completion of its responsibilities under this Agreement; (ii) Contractor's submission of a detailed PDF invoice that includes the number of students served and list of students served for each payment to apayable@scsd.us; (iii) Payment will be made by credit card (MasterCard) on the basis of satisfactory provision of services and/or deliverables completed during the course of the engagement.

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

IV. OTHER INFORMATION

8. Provide completed Proposer's Information Sheet with current IRS Form W-9.

9. Provide completed Statement of Qualifications Form.

10. Provide acknowledgement of Non-Collusive Bidding Certification and complete Non-Discrimination Questionnaire as detailed in the following pages of this document.

11. 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.

12. 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.

13. 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.

14. 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 Proposer(s) for each school location 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 finalist regarding the terms of the engagement. The District intends to select the Proposer that, in its opinion, best meet 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	Quality of site and services proposed, and 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)	30 points
2	Qualifications and experience of the personnel who will be assigned to serve the District including years of experience and applicable certification(s)	20 points
3	Total years in business and financial stability of Proposer	15 points
4	References	10 points
5	Total cost of the proposal	25 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 and tour the proposed facility or facilities. 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.

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

The District 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 RESPONBILITY 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 is 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 (1) 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 #SCSD2023-004

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: _____ _____ _____
Contact Person: **Name:** _____ **Title:** _____ **Email:** _____ **Office Phone:** _____ **Mobile Phone: (optional)** _____ **Fax:** _____

PROFESSIONAL REFERENCES

(Inclusion of written letters of recommendation from References is STRONGLY encouraged. Recommendations cannot be provided by any staff member currently employed by the Syracuse City School District.)

REFERENCE #1 _____

SCOPE OF SERVICES PROVIDED _____

_____

_____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE_____

PHONE # _____ **EMAIL** _____

REFERENCE #2 _____

SCOPE OF SERVICES PROVIDED _____

_____

_____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE_____

PHONE # _____ **EMAIL** _____

REFERENCE #3 _____

SCOPE OF SERVICES PROVIDED _____

_____

_____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE_____

PHONE # _____ **EMAIL** _____

PROPOSAL QUOTATION SHEET

RFP # SCSD2023-004

ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M. LOCAL TIME ON AUGUST 10, 2022, AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.

BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.

PROPOSER'S NAME AND ADDRESS

_____

_____

_____

	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Pricing must be submitted for at least 1 site and can be submitted for up to a maximum of 2					
Alternative Learning Site Services – maximum all-inclusive annual price for 20 student seats per session with 2 daily sessions* Location #1: _____ _____	**$** _____	**$** _____	**$** _____	**$** _____	**$** _____
Alternative Learning Site Services – maximum all-inclusive annual price for 20 student seats per session with 2 daily sessions * Location #2: _____ _____	**$** _____	**$** _____	**$** _____	**$** _____	**$** _____
* If the actual number of students served in each daily session during any monthly period is less than the expected 20 students per daily session that the fee is based on, the fee will be reduced proportionally as follows: actual students enrolled in each daily session divided by 20 students multiplied by the monthly fee. For example, if 19 students were enrolled in both daily sessions for the month, the monthly fee would be multiplied by 19/20, or 95%, to arrive at the payment for the month. Actual students enrolled in daily sessions will change day to day and month to month. Price is for 20 seats per session with two daily sessions for a total of 40 available seats per day at the location.					

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):

   O Minority Owned Business O Women Owned Business O Both O Neither

4. ORGANIZATIONAL STRUCTURE OF PROPOSER (check all which apply)
   O general partnership O corporation doing business under a tradename
   O limited partnership O individual doing business under a tradename
   O limited liability corporation O other (specify):_____
   O 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.
   O Yes O 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.)

O Yes O 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:

   O Yes O 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 QUESTIONAIRE
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 _____

Print Name and Title
of Authorized Person _____

Entity's Address _____

_____

Date _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

Attachment #1
Standard Contract

(Contract for review only – Proposer is not required to sign and submit this document with their proposal. Contract will be signed after the RFP has been awarded. Proposer should describe any proposed modifications to the District's standard contract template language, only.)

AGREEMENT
between
Syracuse City School District
and
_____

1. 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").

2. Term and Termination:

This Agreement shall commence on _____ __, 202_ and terminate on _____ __, 202_ (the "Term"), if not previously terminated pursuant to the paragraphs below:

This Agreement may be terminated before the expiration of the Term as follows:

i. without cause by SCSD by giving Contractor ninety (90) days' prior written notice of such termination;

ii. by SCSD immediately upon Contractor failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from SCSD;

iii. by SCSD immediately upon reasonable cause and notice to Contractor; or

iv. immediately as set forth in Section 16 herein titled "Force Majeure."

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, SCSD's payment obligations under this Agreement shall be pro-rated as of the effective date of such termination. 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.

3. Description of Services:

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

[Insert Detailed Description of Services that will be provided]

[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**.

4. 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); in monthly/quarterly installments of $XXX.XX provided that payment shall be due within thirty (30) days after SCSD's receipt of the invoice, and 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

5. 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.

6. 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 LGS-1 Records Retention & Disposition Schedule (http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page) 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. [USE THIS subparagraph vii ONLY IF CONTRACTOR WILL HAVE DIRECT CONTACT WITH SCSD STUDENTS] 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.

7. 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, agent's 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 contract 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.

Contractor shall comply with all federal, state, local laws, rules, regulations, executive orders, guidance and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. Contractor shall defend, indemnify and hold harmless the SCSD, its Board of Education, its officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or caused by negligent or intentional acts or omissions of Contractor in connection with the COVID-19 pandemic (for example, arising from Contractor's failure to comply with COVID-19 health and safety protocols).

13. 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 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 in Onondaga County, New York 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.

14. 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

_____
_____
_____
_____

15. 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.

16. Force Majeure.

Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). SCSD shall have no obligation to pay for services not rendered due to a Force Majeure event, shall have the right to terminate the Agreement immediately upon written notice to Contractor of any Force Majeure event, and shall not be liable for payment under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

17. 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.

18. 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.

19. 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:
Contractor Name_____

_____
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 Federal Leadership on Reducing Text Messaging While Driving (American Rescue Plan Act)

Contractor acknowledges that it is prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving and certifies compliance with Executive Order 13513 titled "Federal Leadership on Reducing Text Messaging While Driving" by Contractor, its officers, employees, agents, representatives, and subcontractors.

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 13513 titled "Federal Leadership on Reducing Text Messaging While Driving" (American Rescue Plan Act)
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 part15).
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 Sates, 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 the longer of (1) the minimum period of time set forth in the LGS-1 Records Retention & Disposition Schedule; and (2) five (5) years after the project period had ended all other pending matters are closed.

Attachment B
DATA PRIVACY PLAN AND
PARENTS' BILL OF RIGHTS FOR
DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, the [NAME of CONTRACTOR] agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy and Parents' Bill of Rights for Data Security and Privacy available here: [http://www.syracusecityschools.com/districtpage.cfm?pageid=596] and incorporated herein by reference.
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.

3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in the ***Description of Services*** Paragraph of the Contract only for the term of the Contract as set forth in the ***Term and Termination*** Paragraph.

4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:

    a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW].

    b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS].

    c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [DESCRIBE]

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

    a. By initialing here _____ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.

    b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL "MANAGE RELATIONSHIPS"]

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d).

Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: [DESCRIBE]

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, [ENTER TRANSFER AND/OR DESTRUCTION INFORMATION (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]

9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher, or principal data collected by [ENTER PROTOCOL; (i.e., in writing, to whom)]

10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. [DESCRIBE – below are minimum requirements]

    a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.

    b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.

    c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

11. A complete list of all student data elements collected by the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. 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 District shall publish this contract addendum on its website.

Signed By:
CONTRACTOR NAME

_____
Signature Date

_____
Title