



Syracuse City School District

Request for Proposal

RFP #SCSD2024-001

STEAM School Advertising and Marketing Campaign Services

The District is committed to providing Minority and Women-Owned Businesses (M/WBE) with equal opportunities to participate in all aspects of the District's procurement program and to encouraging the participation of M/WBEs and contractors who have demonstrated a commitment to working with M/WBEs.

District Overview: Syracuse City School District (SCSD) is located in Syracuse, NY providing quality educational services to approximately 20,000 students from pre-kindergarten through 12th grade. SCSD has over 4,500 employees and eleven bargaining units. The District has a seven-member Board of Education elected by seat, is designated as a Large City School District (cities having a population in excess of 125,000) by New York State (aka “Big 5” School Districts) and is fiscally dependent on the City of Syracuse.

Services Requested: A creative agency to develop and execute a marketing campaign that will promote and educate community about the regional STEAM School

Create and produce promotion videos and radio ads about the STEAM School including benefits of attending, educational concentration areas at the school and enrollment timing

Anticipated Contract Term: Beginning on December 1, 2023 and ending on June 30, 2026.

Questions: Submit any questions by 3:30pm EST on September 19, 2023 via email to RFP@scsd.us. If needed, responses will be issued via written Addendum by September 25, 2023.

Submission Deadline: October 5, 2023 at 3:30pm EST

Submission Instructions: The original proposal with **5 copies** of the proposal, **AND** one electronic PDF copy of the response on USB must be submitted all together in a sealed package marked with the RFP number and name to:

Syracuse City School District
Attn: Deanne Dwyer
1025 Erie Boulevard West
Syracuse, NY 13204

Please print the words “ORIGINAL” on your original copy and include the ORIGINAL signature page and label all copies with the word “COPY”.

Only complete signed proposals submitted prior to or by the stated time and date will be considered valid. Proposals submitted after the stated time and date will not be considered.

Anticipated Award Date: Board of Education meeting on November 8, 2023
<https://go.boarddocs.com/ny/scsdny/Board.nsf/Public>

Table of Contents

SCOPE OF SERVICES	4
PROPOSAL SUBMISSION REQUIREMENTS	5
PROPOSAL EVALUATION	6
TERMS AND CONDITIONS	7
REQUIRED FORMS THAT MUST BE SUBMITTED WITH ALL PROPOSALS	14
PROPOSER'S INFORMATION FORM	15
PROFESSIONAL REFERENCES FORM	16
PROPOSAL QUOTATION SHEET	17
STATEMENT OF QUALIFICATIONS	18
NON-COLLUSIVE CERTIFICATION	20
NON-DISCRIMINATION QUESTIONNAIRE	20
SIGNATURE PAGE	21

SCOPE OF SERVICES

The District is seeking qualified vendors to provide a STEAM School Advertising and Marketing Campaign as described below. Any aspects of the service not addressed in the Scope of Services section 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 these services.

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

I. PROJECT TIMELINE

1. December 1, 2023 – June 30, 2026

II. MINIMUM TRAINING/EXPERIENCE REQUIREMENTS THAT PROVIDER'S STAFF MUST HAVE

1. Experience marketing educational programs in print, video, and social media

III. MINIMUM SERVICE REQUIREMENTS

1. Development of a communication and marketing plan to raise awareness of the STEAM School enrollment opportunity, timing and the specific concentration areas offered, and to promote the value of a STEAM school education with the target audience. The target audience and geography will include high school students and their parents/guardians in Onondaga and northern Cortland counties.
2. Vendor will be responsible for creating artwork and videos promoting the STEAM School Programs which include Business Entrepreneurship, Construction Management, Data Science, Entertainment Engineering, Media Technology and Design, Robotics/Automation, Semi-Conductor Manufacturing Technology, & Visual & Performing Arts
 - a. Video (and audio) segments with distribution through Television, Social Media, Websites and E-Mail Newsletters
 - b. Radio segments with engaging promotional material on the concentrations offered at the STEAM High School including quotes from industry leaders in the high-tech, advanced manufacturing and entertainment, and arts communities as a way to reinforce that the STEAM School provides a direct path to higher education or high-paying jobs in the rapidly expanding economy of the Central New York area.
 - c. Scripts and b-roll to be developed in partnership with SCSD.
3. Create strategy to implement advertising campaign on various media outlets and platforms including digital and social media
4. **SCSD will have final approval of all content and will own these work products to use during and after the end of the term of the engagement.**

IV. MINIMUM PROJECT DELIVERABLE'S REQUIREMENTS

1. Detailed communication and marketing plan to reach a diverse audience in the target geography. The target audience and geography will include high school students and their parents/guardians in Onondaga and northern Cortland counties.
2. Advertising and Marketing materials and related airing spots
 - a. Approx. five-minute overview of each of the concentrations of the STEAM promise for general use and YouTube, etc.
 - b. One three-minute video for presentations and for E-Mail Newsletter release
 - c. One video :30 spot for TV and Website
 - d. One video :15 spot for TV and Social
 - e. One :30 and one :15 radio spot
 - f. Airing of the :30 and :15 radio spots on Community FM channel and audio streaming service.
 - g. Air spots on "partnership programs" on iHEART radio, if allowed under trade agreement.
3. **SCSD will have final approval of all content and will own these work products to use during and after the end of the term of the engagement.**

PROPOSAL SUBMISSION REQUIREMENTS

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

There is no page limit on the length of the proposal submissions. Proposals 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 table of contents, page numbering, and the information specified below in the sequence listed, with each section of your proposal numbered to correspond to the number sequence below.

1. Provide completed **Proposer's Information Form** (see Required Information / Forms section) with current IRS Form W-9.
2. **References:** Provide at least 3 references on the **Professional References Form** (see Required Information / Forms section) for which the organization provided comparable services. Written letters of recommendation from these clients are strongly encouraged to be included in the proposal. References cannot be provided by SCSD, and/or any SCSD school and/or any active SCSD staff member.
3. **Qualifications of the Organization:** Provide a list of similar projects completed by the Proposer within the last five years with entity name, geographic location (city, state) and dates of service. Describe the organization's experience with providing these services including relevant areas of expertise, unique qualifications, and success rates.
4. **Approach:** Describe, in narrative form, how your team will complete this project, including a description of the services you intend to provide and your proposed approach to providing the requested services, any subcontracts that will be used, timeline, and sample of deliverables.
5. **Project Staffing:** Identify the Project Manager and all team members who will be providing these services including their role and responsibilities as well as their relevant experience, qualifications, certifications, and current resume. If specific team members have not been identified, provide the role, responsibilities, and minimum qualifications for each to be determined team member.

6. **Fee:** Submit a fee proposal on the **Proposal Quotation Sheet** (see Required Information / Forms section) to provide the services as outlined in the above Scope of Services. The fee proposal must be an all-inclusive maximum price for the services proposed, including staff travel, copying reports, etc. No minimum or maximum amounts of additional hours beyond those included in the scope of services are guaranteed. Indicate how (if at all) these rates may be adjusted during the term of the engagement. In the case of an error in the extension of prices in the proposal, unit prices will govern.
7. **Suggested Additional Services and Related Fees:** Optional additional services that the Proposal feel may be of interest to the District can be included in the response. The fees for any additional services NOT INCLUDED in the District's Scope of Services that are recommended by the Proposer should be listed on the **Proposal Quotation Sheet** and detail for what those services are and what benefits those services would provide to the District should be described in the proposal narrative.
8. Provide completed **Statement of Qualifications Form** (see Required Information / Forms section).
9. Provide acknowledgement of **Non-Collusive Bidding Certification** and complete **Non-Discrimination Questionnaire** (see Required Information / Forms section).
10. Provide original signed **Signature Page** (see Required Information / Forms section).
11. 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.

PROPOSAL EVALUATION

Evaluation Criteria

The District's evaluation committee will review the proposals based on the evaluation criteria to identify the proposer(s) 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	Organization's Qualifications – organization's experience in successfully providing services of similar scope to comparable school district and/or municipal entities and references (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)	25 points
2	Quality of the Proposed Approach – quality of the service delivery methodology, techniques for providing the services requested, alignment with the District's needs and capability to deliver the desired services in the desired timeframe	30 points
3	Experience of Key Staff - experience of the key personnel who will be working on the project including years of experience, and applicable certification(s) including Proof of Concept/Examples of campaigns and artwork	20 points
4	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. To be awarded a contract, the proposal must have a minimum score of 60 points.

Proposers should be willing and able to provide additional information that may be required by the project committee, including a formal presentation to the committee.

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.

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.

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.

TERMS AND CONDITIONS

Budgetary Funding

Execution of a definitive agreement for the initial proposal term and for any term beyond the initial proposal term 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 the contract awarded as a result of this RFP 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.

Specification Availability

Proposers may review an electronic copy of the RFP specification on the District's website (www.syracusecityschools.com).

Examination of Solicitation Documents & Addenda

Prospective proposers shall be responsible to examine solicitation documents carefully including all special provisions, specifications, schedules and instructions included in this request before submitting a proposal.

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 the date and time indicated in this RFP. No exceptions.

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.

Only written addenda issued by the District's Office of Finance 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.

Proposal Submissions

Only complete signed proposals received by the appointed time and date at the designated delivery address in this RFP will be considered valid.

Proposals received by the due date and time will be recorded in private by the District 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.

Proposers will be forwarded notice of the awarded services only.

The 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 the specifications in the RFP may be cause for a proposal to be disqualified. Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

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.

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.

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.

Changes To Key Personnel

The personnel and commitments identified in a 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.

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.

Standard Contract Agreement

The selected Proposer will be required to enter into and sign a formal written contract between the District and the Proposer, reviewed by legal counsel for the 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. Contract templates are available for review at:

<https://www.syracusecityschools.com/districtpage.cfm?pageid=499>

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.

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.

Insurance Requirements

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.

The policy naming the District as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated “secure” or better, New York State admitted insurer.
2. State that Contractor’s coverage shall be primary coverage for the District, its Board, employees and volunteers.
3. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
4. 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.

5. 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.
6. Contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.

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.

Standard Billing Terms

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 not more than once per month for each payment to apayable@scsd.us; (iii) Payment will be made on the basis of satisfactory provision of services and/or deliverables completed during the course of the engagement.

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.

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 (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.

REQUIRED FORMS THAT MUST BE SUBMITTED WITH ALL PROPOSALS

(Failure to submit completed, signed versions of any of these required forms may result in disqualification)

PROPOSER'S INFORMATION FORM

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: _____
Company Address: _____
Company Address: _____
Contact Person:
Name: _____
Title: _____
Email: _____
Office Phone: _____
Mobile Phone: _____ (optional)
Fax: _____
M/WBE Certification (include copy of certification if applicable):
<input type="checkbox"/> N/A <input type="checkbox"/> MBE <input type="checkbox"/> WBE Registered in: _____

PROFESSIONAL REFERENCES FORM

(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 # SCSD2024-001

ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M. EST ON OCTOBER 5, 2023 AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.

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

PROPOSER’S NAME AND ADDRESS

Fee Proposal (all inclusive)	Dec. 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Advertising and Marketing Campaign Services	\$ _____	\$ _____	\$ _____
Optional Additional Service Suggested by Vendor:			
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Acceptance of SCSD Standard Contract Terms:

- Yes
- No – page number in your proposal where proposed changes are listed: pg. _____

Acceptance of SCSD Standard Billing Terms:

- Yes
- No – page number in your proposal where proposed changes are listed: pg. _____

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. 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)
 general partnership corporation
 limited partnership individual doing business under a tradename
 limited liability corporation other (specify): _____
 limited liability partnership
5. CERTIFICATE OF GOOD STANDING WITH NEW YORK STATE
New York corporations - Will the Secretary of State be able to issue a Certificate of Status / Good Standing within 30 days of the proposal opening (entity is registered and in compliance with all state requirements)?

or

Out-of-state Corporation - Do you have a valid license / authorized to do business in the State of New York?

 Yes No
6. Is your local organization an affiliate of a parent company? If so, indicate parent company and the principal place of business:

 Yes No

Parent Company Information: _____

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: _____

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 respondent 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 by signed the attached Signature Page.

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:

- | | Yes | No |
|---|------------|-----------|
| ● 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 PAGE

RFP #SCSD2024-001

The undersigned declares that they are the only person interested in this proposal that the proposal 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 proposal, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned also declares that they have carefully examined the form of contract and all 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 they have read and acknowledged the proposal quotation sheet, statement of qualifications, non-collusive bidding certifications, non-discrimination questionnaire, and 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 _____