

Policies and Procedures Meeting

September 26, 2018, 9:15 am Ed House

Agenda

Topics of Discussion:

1. Purchasing: Toni Russo

- Policies & Procedures Update Email.
- How to book a bus for a field trip.
- How to use the GSA Rates for reimbursement with Policy and Regulations #6830/#6830R Expense Reimbursement.
- Updated forms: Budget Modification with Policy #6150 Budget Transfers, Increase/Decrease PO and Quote Form with Policy & Regulations #6700/#6700R Purchasing.
- Webpage Additions: (with policies)
Request for Quote (RFQ).
Request for Proposal (RFP) Template.
Contractual Service Agreement Template.
Policy and Regulations #6741/#6741R Contracting for Professional Services and Policy #6410 Authorized Signatures.
- Shredding Schedule.
- Reminder: not paying teacher first coverages.

2. Open Forum:

- Opening of New School Year 2018-2019.
- Discuss issues, problems and topics for upcoming meetings.

Policy and Procedure Meeting

September 26, 2018, 9:15am Ed House

SIGN IN SHEET

	<u>NAME:</u>	<u>SIGNATURE</u>
1.	Cathy Culp	Cathy Culp
2.	Lea Baxter	Lea Baxter
3.	Ruth Ahlers	Ruth Ahlers
4.	Susan Bannister	Susan Bannister
5.	Corrie Dellatorre	Corrie Dellatorre
6.	Frances Defreites	Frances Defreites
7.	Donna Rivera	Donna Rivera
8.	Elizabeth Ramos	Elizabeth Ramos
9.	Phyllis Paul	Phyllis Paul
10.	Barbara Penaloza	Barbara Penaloza
11.	Deana Guarino	Deana Guarino
12.	Grace Giffie	Grace Giffie
13.	Monica Alvarez	Monica Alvarez
14.	Lucy Roman	Lucy Roman
15.	DANNES SIEVERDING	Dannes Sieverding
16.	Maria A. Denais	Maria A. Denais
17.	Liza Torres	Liza Torres
18.	Laura Leon Zagaya	Laura Leon Zagaya
19.	Katty Marte	Katty Marte
20.	Elaine Foley	Elaine Foley
21.	Elisha Buckley	Elisha Buckley
22.	Patricia Smith	Patricia Smith
23.	PAULA CHRISTENSEN	Paula Christensen
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		

Purchasing Procedures

Important Update

September, 2018

REVISED BOARD POLICY AND REGULATIONS

[NEW-UPDATED #6700/6710] Purchasing and Purchasing Authority Policies and Regulations have been updated by the Board of Education.

General Municipal Law

The General Municipal Law requires that purchase **contracts for services, materials, equipment and supplies** involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids/RFPs/RFPs have been received in response to a public advertisement soliciting formal bids/request for proposals/quotes. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item/ contract service must be bid or RFP/RFP.

Guidelines/Regulations:

- **Preferred Purchasing-** where possible use existing state, federal, national cooperatives, county, local municipality bids or RFP's for contracted services or BOCES services. This will save time in having to provide written quotes or issue District bids/RFP's in order to comply with Education Law.
- **Sole Source -** If materials/equipment/ contract services/software, etc. is to be considered "Sole Source" it must comply with the following definition:

Documentation: The district will maintain written documentation of the unique benefits of the item or service purchased as compared to other items or services available in the marketplace; that no other item or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the goods.

- **Bidding** (materials, supplies, equipment, non-professional services) or Request for Proposals/Request for Quotes (professional services, educational services, administrative services).

For those items that **cannot be purchased** off an existing bid/RFP/BOCES, the following regulations must be used:

- Purchase Contracts (materials, supplies, educational supplies, textbooks, equipment, services, software, etc.):

- Contracts with a value of \$1,000 to \$5,000 requires three verbal quotes from vendors (use exhibit E-1) submit to purchasing office along with requisition.
- \$5,000 to \$20,000 requires three written quotes from vendors submitted to purchasing office along with requisition.
- Public Work Contracts (Facilities and Operations only):
 - Contracts from \$5,000 to \$10,000 requires three verbal quotes from vendors (use exhibit E-1) submit to purchasing office along with requisition.
 - Contracts from \$10,000 to \$35,000 requires three written quotes from vendors submitted to purchasing office along with requisition.
- **Bids/RFPs/RFQs** - Purchases that are similar and in aggregate across the District in excess of \$20,000 for purchase contracts or \$35,000 for public work contracts requires a BID or RFP/RFQ (contract services) to be issued, see Policy and Regulations #6741.
- **Purchase contracts over \$5,000** – all requisitions over \$5,000 requires selecting an approval path for over \$5,000 in Nvision, in order to comply with purchasing authority Policy #6710.

[NEW-UPDATED #6410] Authorized Signatures Policy:

Contracts/Agreements requiring signatures – any contract or agreement after satisfying the requirements for purchasing must be submitted with the requisition to the purchasing department. Upon review for compliance with laws and regulations, the contracts/agreements will be forwarded to the Assistant Superintendent for Business to make the following determination:

- Contracts less than \$5,000 to be signed and processed by the Assistant Superintendent for Business
- Contracts from \$5,000 to \$20,000 to be signed by the Superintendent of Schools
- Contracts in excess of \$20,000 require Board of Education approval with a designation of who should sign the contract/agreement, i.e. Board President, Superintendent, or Assistant Superintendent for Business.

[NEW-UPDATED #6741] Contracting for Professional Services Policy and Regulations:

As described above, these services must follow the same laws and regulations as purchase contracts.

[NEW-UPDATED #6830] Expense Reimbursement:

All staff must have signed approval through either MLP or a Conference Request Form. The Assistant Superintendent of Human Resources will have final approval of all District employees except the Superintendent or BOE. A purchase order must be placed for travel expenses prior to travel. All lodging and meals will now be reimbursed using the maximum reasonable rates found on U.S. General Administration's webpage on www.gsa.gov/mie. Please refer to the how to guide on our purchasing webpage for detailed instructions on using the site. A copy of the per diem rates must be submitted with your purchase order. All claims for reimbursement must be submitted within 30 days of travel.

[NEW-UPDATED #9170] Meals & Refreshments:

The appropriate Building Administrator must approve all meals and refreshments in advance and a purchase order must be in place prior to the meeting/event. Purchase orders must document date, time, purpose of meeting/event and who will attend. Please refer to the policy to see example of authorized expenditure.

[NEW-UPDATED #8334] Procurement and Store Purchase Cards:

The District eliminated the use of P-Cards and are now utilizing store purchase cards i.e. ShopRite. The cards must be used for legitimate expenses and are not intended to circumvent purchasing policy. A purchase order must be placed prior to the use of the card. The cards will need to be signed out from the Purchasing Agent for use and must be returned within 24 hours. Please contact the Purchasing Agent for instructions for use.

Field Trip Buses:

Requisitioners will be responsible for putting up the requisition for all buses needed for trips. You will be assigned an A5540 account to do so. The elementary schools will use the A2110 457 code that they already use for school trips.

HOW TO BOOK A BUS FOR A TRIP:

For transportation using a yellow school bus:

1. Put up a requisition for an open purchase order to White Plains Bus Company.
2. Signed copy of field trip form with the purchase order number should be emailed to Elaine in transportation.
3. Elaine will book the bus and send you the confirmation by email, which will include the total cost for the bus (buses).
4. Once the trip is completed, please send a signed copy of the confirmation to Lili in accounts payable so she knows that the trip has been completed and it is ready to be paid.

For transportation using a charter bus:

1. Signed copy of field trip form should be emailed to Elaine in transportation
2. Elaine will book the bus and send you the confirmation by email, which will include the name of the vendor and the total amount of the bus (buses) for the trip.
3. Put up the requisition for the charter bus company that will be doing your trip.
4. Copy of the field trip form and confirmation should be attached to the requisition.
5. Once the trip is completed, please sign the receiving copy and send it to Lili in accounts payable for payment

***Please make sure to include the following information on your charter bus requisition:

The quantity of buses.

The price of each bus.

The date and time of trip (example):

September 15, 2018

Adams Farm, 123 Orchard St, Mamaroneck, NY

Pick up 8:15am

Return 1:30 pm

Attach the signed field trip form and the confirmation form from Elaine.

Please call the Purchasing Agent with any questions or concerns.

HOW TO USE THE www.gsa.gov/mie WEBPAGE FOR REIMBURSEMENT:

- Go to Per Diem Rates – GSA,
- Select Fiscal Year from drop down menu,
- Select State,
- Select City or enter zip code of location you will be traveling to,
- Find Rates.

(EXAMPLE OF PAGE)

FY 2019 Per Diem Rates Now Available

You must follow these instructions to view FY2019 rates. Select FY2019 from the drop-down box above the "Search By City, State, or ZIP Code" or "Search by State" map, then click directly on the state in the map where you wish to view a rate. Otherwise, the search box only returns current FY rates.

Rates are set by fiscal year, effective October 1 each year. Find current rates in the continental United States ("CONUS Rates") by searching below with city and state (or ZIP code), or by clicking on the map, or use the new [Per Diem tool](#) to calculate trip allowances.

Search by City, State or ZIP

For Fiscal Year:

State

City

OR

ZIP

The per diem rate for the location you have entered with the allowed rate of reimbursement for lodging and meals will be displayed. Please submit a copy of this page with your purchase order. ***EXAMPLE OF PER DIEM RATES ON NEXT PAGE.

Lodging: use the daily rate for the month you will be traveling.

Meals: first and last day rules apply.

- If you will be traveling for only one or two days use the first/last day meals allowance. This amount is 75% of the total of meals and incidentals expense.
- If you will be traveling for three or more days, your meal allowance is the first/last day rates for your first/last days travel and the full daily rate (M & IE Total) amount for the other day/days of travel.



U.S. General Services Administration

FY 2018 Per Diem Rates for Albany, New York

Lodging by month (excluding taxes) | October 2017 - September 2018

Meals &
Incidentals
(M&IE) Rates

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website) .

[View Rates](#)

Primary Destination ⓘ	County ⓘ	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Albany	Albany	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115

Meals & Incidentals (M&IE) Breakdown ⓘ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination ⓘ	County ⓘ	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⓘ
Albany	Albany	\$59	\$13	\$15	\$26	\$5	\$44.25

6830 EXPENSE REIMBURSEMENT

School district employees, officials and members of the Board of Education will be reimbursed for reasonable, actual and necessary out-of-pocket expenses, which are legally authorized and incurred while traveling for school related activities.

Only expenses necessary to the purpose of the travel shall be reimbursable. Transportation costs such as taxi cabs are allowable only for essential transportation. Mileage will be paid at the rate fixed by the federal Internal Revenue Service for business travel. Tax exemption certificates shall be issued and utilized as appropriate.

The Board, shall determine and approve out of state conferences to be attended by Board members and the Superintendent of Schools.

The Superintendent shall determine whether attendance by district staff at any conference or professional meeting is in the best interest of the district and eligible for reimbursement of expenses under this policy.

To obtain reimbursement, the claimant must complete and sign a conference expense reimbursement claim form, attach all receipts or other expense documentation, together with a copy of the approved conference attendance request form and evaluation report (if required), and submit the same to the appropriate administrator. An approved purchase order must be in place prior to attending the event. Reimbursement shall only be made after such claim has been audited and allowed.

Regulations concerning expense reimbursement shall be attached to this policy and shall be reviewed annually and revised as appropriate.

Ref: Education Law §§1604(27); 1709(30); 1804; 2118; 3023; 3028
General Municipal Law §77-b

Adoption date: September 17, 2018

6830-R EXPENSE REIMBURSEMENT

The district shall reimburse district employees, officials and members of the Board of Education for reasonable, actual and necessary out-of-pocket expenses incurred while traveling for school-related business providing an approved purchase order is placed prior to attendance and upon receipt of a completed conference expense reimbursement claim form with itemized receipts along with approved attendance form (MLP). The following rules shall guide the reimbursement of school-related travel expenses:

Conference Approval

Employees seeking to attend a conference for the purpose of conducting school business that will require District expense must have signed approval prior to attending the conference.

- All professional (certified) staff must use My Learning Plan (MLP) to submit a conference travel request and complete the MLP application in full including expected costs.
- Non-certified staff who do not have access to MLP must submit a conference request form to their supervisor and be approved by their department supervisor with final approval by the Assistant Superintendent for Human Resources.

Once a conference is approved through MLP, purchase orders should be placed for the following:

- Conference Venue - registration of employee to attend conference.
- Hotel Accommodations.
- Employee's Name - for reimbursements of meals, travel etc.

A copy of MLP must be submitted with each requisition for the above.

Transportation

- Travel shall be by the most economical method, whether by private automobile, school vehicle or common carrier such as bus, train or plane.
- If travel is by private automobile, mileage shall be reimbursed at the level approved by the Internal Revenue Service for business travel. Parking and tolls will also be reimbursed but gasoline will not.
- Rental car expenses will be reimbursed only if authorized in advance. Receipts must be attached.
- Air travel is only allowed when determined by the Superintendent or the applicable administrator to be in the district's best interest. Air travel shall be reimbursed at the lowest feasible fare available and shall not exceed regular coach class fare. Travel arrangements should be made as soon as reasonably practicable so as to avoid payment of a higher fare due to a late booking.

Lodging

- Persons traveling on district-related business are expected to secure the most reasonable rate for necessary hotel accommodations. The district will reimburse for actual lodging fees up to the maximum lodging fee set by the federal government for that location.
- When the rate is pre-determined by the organization sponsoring the event, the traveler shall secure a room rate at no more than the pre-determined rate notwithstanding what the federal travel reimbursement rate is. Hotel accommodations at a rate other than the most reasonable rate or a pre-determined rate described above will be reimbursed only if approved by the Board President (for members of the board and the Superintendent), the Superintendent (for all administrators) and applicable administrators (for all others) prior to the stay.
- Approved hotel expenses include only the room rate, resort fee and taxes (outside NY State). It is the employee's responsibility to present upon check in a Tax Exempt form (ST-129) and their school ID for all NY State hotels. No sales tax will be reimbursed by the District for lodging in NY State,
- An itemized bill must be presented for reimbursement for all lodging expenses.

Meals

When meals are not provided as part of the conference registration, the cost of reasonable meals including gratuities may be reimbursed when itemized receipts are submitted. The maximum reimbursable meals charges, including gratuities, for persons traveling for district related purposes will not exceed the federal per diem rate established for each primary destination in the U.S. General Service Administration published at <http://www.gsa.gov/mie>. These rates are adjusted annually. The Meal & Incidental Expense rates differ by travel location. View the per diem rate for your primary destination to determine which Meal & Incidental Expense rates apply.

- First and last day rates apply to all meal reimbursements.
- If meals are included in the conference registration fee, reimbursement for those mealtimes will be excluded.
- Alcoholic beverages are not an approved expense.
- Snacks are not reimbursable unless they have taken the place of a meal.
- Tips are an approved expense but not more than 20% of the total check and require documentation.
- Sales tax on meals is a reimbursable expense.
- An itemized restaurant receipt listing food purchased and tip is required for reimbursement.

Personal Expenses

The district does not reimburse persons traveling on district-related business for personal expenses including, but not limited to, pay television, hotel health club facilities, alcoholic beverages, theater and show tickets, and telephone calls and transportation costs unrelated to district business.

Process for Reimbursement

Upon return from the conference, the employee must complete and submit the Conference Expense Claim Form, a signed receiving copy of the purchase order, copy of MLP and all original receipts to be reimbursed. If MLP was not used, attach the Conference Approval Sheet. Reimbursement claims must be submitted within 30 days of travel.

WHITE PLAINS PUBLIC SCHOOLS

White Plains, New York

REQUEST FOR BUDGET MODIFICATION

Date

Principal/Supervisor
(Signature)

Department

Principal/Supervisor
(Print Name)

Phone
Extension

PLEASE ROUND OFF ALL FIGURES TO NEAREST MULTIPLE OF FIVE DOLLARS

DECREASE		INCREASE	
CODE	AMOUNT	CODE	AMOUNT
TOTAL	-	TOTAL	-

PURPOSE AND/OR JUSTIFICATION: *(Please make sure you complete this section)*

Business Office Authorized Signature

Date

Superintendent of Schools

Date

Excess of \$25,000 requires BOE approval

BOE Approval Date

PLEASE RETURN THIS FORM TO: ANTHONY ANZOVINO-EDUCATION HOUSE

6150 BUDGET TRANSFERS

The transfer of funds between and within functional unit appropriations of the General Fund is commonly required during the school year. The Superintendent of Schools, in accordance with the Regulations of the Commissioner of Education, is authorized to make budget transfers between line item accounts, so long as the transfer for any one item does not exceed \$25,000. All transfers in excess of \$25,000 require prior Board of Education approval. The Superintendent will report any transfers to the Board as an information item at its next meeting.

Ref: Education Law §1718 & NYCRR §170.2(l)

Adoption date: September 17, 2018

WHITE PLAINS CITY SCHOOL DISTRICT
PURCHASE ORDER INCREASE/DECREASE FORM

THIS FORM MUST BE USED FOR ALL INCREASES/DECREASES.

Instructions: This is a fillable form. Fill out the form completely; print out the form and have Principal/Administrator sign it using any other color ink but black. Email signed form to Paula Christensen using your email account. Do not use the Xerox copier. Allow time to process. You will receive an email when the increase/decrease is completed. Please note that the payment process may be delayed due to the purchase order needing additional funding. If you will require additional funding, please process a budget modification prior to the purchase order increase.

P.O. # _____

VENDOR NAME: _____

INCREASE: \$ _____

DECREASE: \$ _____

Account Code: _____

Please verify that there are funds available in your account code. Yes _____ No _____

Detailed explanation required:

Change in Unit Cost _____ Shipping Charges _____

Other:

Requested By: _____ Date: _____

Approved By: _____ Date: _____

Purchasing Agent Authorization: _____ Date: _____

WHITE PLAINS CITY SCHOOL DISTRICT

QUOTATION FORM

Purchase Contracts up to \$20,000

Contracts involving the acquisition of commodities, materials, equipment or non-consultant services.

Contracts from \$1000 to \$5,000: Verbal quotes – (3)
Complete form below.

Contracts in excess of \$5,000 to \$20,000: Written quotes (3)
Complete form below and attach vendor's written quotation.

Contracts in excess of \$20,000: Public Advertised Bids.

Public Work Contracts up to \$35,000

Contracts relating to projects for construction, reconstruction, or maintenance supplies, done on behalf of a public agency (labor & materials).

Contracts from \$5,000 to \$10,000: Verbal quotes – (3)
Complete form below.

Contracts in excess of \$10,000 to \$35,000: Written quotes – (3)
Complete form below and attach vendor's written quotation.

Contracts in excess of \$35,000: Public advertised bids.

Requestor: _____

Date: _____

Item/Service to be provided: _____

Quotation form, written quotes (if applicable), and all backup documentation to be submitted to the Purchasing Department with Requisition

Vendor	Contact	Phone	Email	Price	Notes

6700 PURCHASING

The Board of Education views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent and/or Deputy Purchasing Agent designated by the Board.

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Purchases of the same commodity cannot be artificially divided for the purpose of avoiding the threshold. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

The district's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the school system with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed as determined by the Purchasing Agent in conformance with state law and regulation and in cooperation with the requisitioning authority. The educational and physical welfare of the students is the foremost consideration in making any purchase;
3. to ensure that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the district;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
5. to ensure, through the use of proper internal controls, that loss and/or diversion of district property is prevented.

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors.

Where permitted by law, purchases will be made through available cooperative BOCES bids, or by "piggybacking" onto contracts of the United States or agencies thereof or the federal General Services Administration (GSA), the New York State Office of General Services (OGS), departments or agencies of New York State, any New York State county, or any state or any county

or political subdivision or district therein, whenever such purchases are in the best interests of the district or will result in cost savings to the district. In addition, the district will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies and national cooperative contracts as provided by law.

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with law, regulation and guidelines set forth by the Office of General Services (OGS), the district will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the district may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation.

In order to ensure that the district avails itself of advantageous purchasing opportunities, the Board authorizes the Purchasing Agent, Deputy Purchasing Agent and/or appropriate contractor to represent the district in applying for federal programs designed to discount prices for goods and services. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the business office.

Competitive Bidding

Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below.

In addition, the Board authorizes the receipt of sealed bids for purchase contracts in electronic format, pursuant to the provisions of General Municipal Law §103(1) which addresses proper documentation, authentication, security, and confidentiality of electronic bids.

The district shall comply with the requirements of General Municipal Law §103-g, which prohibits, with few exceptions, competitive bidding contracts with entities that invest significantly in the Iranian energy sector, as outlined in the accompanying regulation.

Exceptions to Competitive Bidding

Competitive bidding, even if the dollar value of the purchase meets the threshold established above, is not required in the following circumstances:

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items);
3. professional services that require special skill, expertise or training (see policy 6741 for guidance on purchasing professional services);
4. purchases such as surplus or second-hand items, materials or equipment from the federal government, the State of New York and other entities, as set forth in applicable law;
5. the purchase of eggs, livestock, fish, fresh fruits and vegetables, juice grains and dairy products other than milk from producers or growers or associations of producers or growers; the purchase of milk from certain licensed milk processors;
6. where the district is purchasing through (or is "piggybacking" onto) the contract of another governmental entity;
7. or, where the district is purchasing through a national cooperative contract, in accordance with applicable law.

Purchasing when Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, except as permitted by state law for procurements:

1. under a county contract;
2. under a state contract;
3. under a federal contract;
4. under a contract of another political subdivision;
5. of articles manufactured in state correctional institutions;
6. from agencies for the blind and severely disabled; or
7. from national cooperative contracts, in accordance with applicable law.

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

General Purchasing Provisions

The Assistant Superintendent for Business, with the assistance of the Purchasing Agent, shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the district. Such procedures shall comply with all applicable laws and regulations of the state and the Commissioner of Education.

No Board member, officer or employee of the school district shall have an interest in any contract entered into by the Board or the district, as provided in Article 18 of the General Municipal Law.

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's policies regarding purchasing and from time to time thereafter. The policies must then be adopted by Board resolution. All district policies regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the district or any officer or employee of the district.

Cross-ref: 6710, Purchasing Authority
 6741, Contracting for Professional Services

Ref: Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195)
 Education Law §§305(14); 409-i; 1604(29-a); 1709(4-a), (9), (14), (22); 2503(7-a); 2554(7-a)
 General Municipal Law §§102; 103; 103-g; 104; 104-b; 109-a; 800 et seq.
 State Finance Law §§97-g(3), (4), (5); 163; 163-b; 165-a
 County Law §408-a(2)
 8 NYCRR Part 114

Adoption date: September 17, 2018

White Plains City School District
White Plains, NY

6700-R PURCHASING REGULATION

The following sets forth the procedures for the procurement of goods and services by the district:

I. Definitions

Best value: optimizing quality, cost and efficiency. The basis for best value shall reflect, whenever possible, objective and quantifiable analysis, and may also take into consideration small businesses or certified minority- or women-owned businesses as defined in State Finance Law §163.

Purchase Contract: a contract involving the acquisition of commodities, materials, supplies, services or equipment

Public Work Contract: a contract involving labor or both materials and labor for a project such as construction

II. General Municipal Law

The General Municipal Law requires that purchase contracts for services, materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

III. Competitive Bidding Required

A. Method of Determining Whether Procurement is Subject to Competitive Bidding

1. The district will first determine if the proposed procurement is a purchase contract or a contract for public work.

2. If the procurement is either a purchase contract or a contract for public work, the district will then determine whether the amount of the procurement is above the applicable monetary threshold as set forth above.
3. The district will also determine whether any exceptions to the competitive bidding requirements (as set forth below) exist.
4. All advertised bids shall include the following statement required by General Municipal Law 103-g: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."

B. Contract Combining Professional Services and Purchase

In the event that a contract combines the provision of professional services and a purchase, the district, in determining the appropriate monetary threshold criteria to apply to the contract, will determine whether the professional service or the purchase is the predominant part of the transaction.

C. Opening and Recording Bids; Awarding Contracts

The Purchasing Agent will be authorized to open and record bids. Contracts will be awarded to the lowest responsible bidder or a purchase contract bid of best value (as recommended by the Purchasing Agent), who has furnished the required security after responding to an advertisement for sealed bids.

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector. Such statement may be submitted electronically pursuant to General Municipal Law §103(1). Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The district makes a determination, in writing, that the goods or services are necessary for the district to perform its functions and that, absent such

an exemption, the district would be unable to obtain the goods or services for which the contract is offered.

D. Documentation of Competitive Bids

The district will maintain proper written documentation which will set forth the method in which it determined whether the procurement is a purchase or a public work contract.

E. Purchase of Instructional Materials

In accordance with Education Law the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats (i.e., any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as a accommodation for a disabled student enrolled in the district, including but not limited to Braille, large print, open and closed captioned, audio or an electronic file in an approved format).

The district will establish and follow a plan to ensure that every student with a disability who needs his or her instructional materials in an alternative format will receive those materials at the same time that they are available to non-disabled students.

F. Leases of Personal Property

In addition to the above-mentioned competitive bidding requirements, section 1725 of the Education Law requires that the district will be subject to competitive bidding requirements for purchase contracts when it enters into a lease of personal property.

Documentation: The district will maintain written documentation such as quotes, cost-benefit analysis of leasing versus purchasing, etc.

G. Environmentally-Sensitive Cleaning and Maintenance Products

The district will purchase and utilize environmentally sensitive cleaning and maintenance products whenever feasible. The purchasing agent will consult with the Green Guidelines provided by the Office of General Services.

Any legal issues regarding the applicability of competitive bidding requirements will be presented to the school attorney for review.

IV. Exceptions to Competitive Bidding Requirements

The district will not be subject to competitive bidding requirements when the Board of Education, in its discretion, determines that one of the following situations exists:

1. emergency situations where:
 - a. the situation arises out of an accident or unforeseen occurrence or condition;
 - b. a district building, property, or the life, health, or safety of an individual/s on district property is affected; or
 - c. the situation requires immediate action which cannot await competitive bidding.

However, when the Board passes a resolution that an emergency situation exists, the district will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

Documentation: The district will maintain records of verbal (or written) quotes, as appropriate;

2. when the district purchases surplus or second-hand supplies, materials or equipment from the federal or state governments or from any other political subdivision or public benefit corporation within the state, as set forth in applicable law.

Documentation: The district will maintain market price comparisons (verbal or written quotes) and the name of the government entity;

3. when the Board separately purchases eggs, livestock, fish and dairy products (other than milk), juice, grains and species of fresh fruits and vegetables directly from New York State producers or growers or associations of producers and growers, subject to the requirements of General Municipal Law §103(9) and Commissioner's Regulations §114.3.

Documentation: The district will maintain documentation consistent with section 114.3 of the Regulations of the Commissioner of Education;

4. when the Board separately purchases milk directly from licensed milk processors employing less than forty (40) people. The amount expended in any fiscal year by the district may not exceed an amount equal to twenty-five cents multiplied by the number of days in the school year multiplied by the total enrollment of the district or exceed the current market price.

Documentation: The district will maintain documentation consistent with section 114.4 of the Regulations of the Commissioner of Education;

5. when the district purchases goods, supplies and services from municipal hospitals under joint contracts and arrangements entered into pursuant to section 2803-a of the Public Health Law.

Documentation: The district will maintain the legal authorization, Board authorization and market price comparisons;

6. when there is only one possible source from which to procure goods or services required in the public interest;

Documentation: The district will maintain written documentation of the unique benefits of the item or service purchased as compared to other items or services available in the marketplace; that no other item or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the goods.

7. when the district purchases professional services that require special skill or training, such as but not limited to, audit, medical, legal or insurance services, or property appraisals.

Documentation: The district will keep proper documentation in accordance with policy 6741; or

8. when the district purchases through the contracts of (or "piggybacks" onto) other governmental entities, as authorized by law, for certain goods and services permitted by law. Factors relevant to the decision to "piggyback" may include cost, staff time, delivery arrangements, quality of goods and services, and suitability of such goods and services to the district's needs.

Documentation: The district will keep documentation indicating why "piggybacking" is in the best interests of the district, and that the originating contract was let in a manner consistent with applicable competitive bidding requirements.

9. when the district is purchasing through national cooperative contracts.

Documentation: The district will keep documentation indicating why the national cooperative contract is in the best interest of the district and that the originating

contract was let in a manner consistent with applicable competitive bidding requirements.

V. Quotes When Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers. Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, as set forth below.

A. Methods of Documentation

1. Verbal Quotations: the telephone log or other record will set forth, at a minimum, the date, item or service desired, price quoted, name of vendor, name of vendor's representative;
2. Written Quotations: vendors will provide, at a minimum, the date, description of the item or details of service to be provided, price quoted, name of contact. For example, with regard to insurance, the district will maintain documentation that will include bid advertisements, specifications and the awarding resolution. Alternatively, written or verbal quotation forms will serve as documentation if formal bidding is not required.
3. Requests for Proposals: the district will utilize RFP/RFQ's to engage professional services providers in accordance with policy 6741.

B. Purchases/Public Work: Methods of Competition to be Used for Non-Bid Procurements; Documentation to be Maintained

The district will require the following methods of competition be used and sources of documentation maintained when soliciting non-bid procurements in the most cost-effective manner possible:

1. Purchase Contracts up to \$20,000
 - a. Contracts from \$1,000 to \$5,000: Three verbal quotes. Documentation will include notation of verbal quotes from vendors on the Quotation Form (Exhibit E-1 to this Regulation) submitted with requisition to Purchasing Department.
 - b. Contracts from \$5,000 to \$20,000: Three written quotes from vendors submitted with requisition to Purchasing Department.
2. Public Work Contracts up to \$35,000
 - a. Contracts from \$5,000 to \$10,000: Three verbal quotes. Documentation will include notations of verbal quotes on the Quotation Form (Exhibit E-1 to this Regulation), submitted with requisition to Purchasing Department.

- b. Contracts in excess of \$10,000 to \$35,000: Three written quotes from vendors, submitted with requisition to Purchasing Department.

VI. Quotes Not Required When Competitive Bidding Not Required

The district will not be required to secure alternative proposals or quotations for those procurements as permitted by state law:

1. under a county contract;
2. under a state contract;
3. under a federal contract;
4. under a contract of another political subdivision;
5. of articles manufactured in state correctional institutions;
6. agencies for the blind and severely disabled; or
7. from national cooperative contracts, in accordance with applicable law.

VII. Procurements from Other than the "Lowest Responsible Dollar Offeror"

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

VIII. Internal Control

The Board authorizes the Assistant Superintendent for Business, with the assistance of the Purchasing Agent, to establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district.

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's regulations regarding purchasing and from time to time thereafter. The regulations must then be adopted by Board resolution. All district regulations regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's regulations regarding procurement will not be grounds to void action taken or give rise to a cause of action against the district or any officer or employee of the district.

WHITE PLAINS CITY SCHOOL DISTRICT
REQUEST FOR QUOTATION (RFQ)

The White Plains City School District (the "District") in White Plains, New York, is issuing this Request for Quotation ("RFQ") for companies or individuals to provide the following service(s):

Scope of Services to include: _____

Qualifications: _____

Fees: (Description of Service)	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

PLEASE SUBMIT ALL QUOTATIONS BY _____ AT ____:00 ____ M. EST
TO: _____ (914) 422-____, _____ @wpcsd.k12.ny.us

Quotes shall be submitted by the designated deadline. Quotes may be withdrawn prior to the stated deadline for submission, upon written request of the respective responder. If it becomes necessary to revise any part of this RFQ, or if additional data or information is necessary to clarify any of its provisions, an addendum will be provided. The District reserves the right to request clarifications or corrections to quotes received, to negotiate any portion of the quotes received, to solicit multiple or additional RFQs based on the review and evaluation of responses or to cancel this RFQ in whole or in part.

Any questions pertaining to this RFQ shall be directed to _____, before _____,
201_. No telephone or conference call discussions will be conducted without prior arrangement.

Vendor: _____ Contact: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

THE ATTACHED *REQUEST FOR PROPOSAL* IS A TEMPLATE. DO NOT FILL IN YOUR INFORMATION ON THIS TEMPLATE. PLEASE DOWNLOAD & SAVE IT FOR YOUR USE THEN FILL IN ALL HIGHLIGHTED SPACES.

Request For Proposal

for

TYPE OF SERVICES

Date XX, 201X

**White Plains City School District
5 Homeside Lane
White Plains, NY 10605**

Proposals must be submitted by:

Date: **Month XX, 201X**

Time: 1 p.m.

Location: White Plains City School District
Business Office
5 Homeside Lane
White Plains, NY 10605

White Plains City School District

Request for Proposal for **TYPE OF SERVICES**

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White Plains City School District

PUBLIC NOTICE

REQUEST FOR PROPOSAL FOR TYPE OF SERVICES

White Plains City School District
School Business Office
White Plains, New York 10605

The Board of Education of the White Plains City School District invites sealed proposals for providing TYPE OF SERVICES. The Request for Proposal ("RFP") including forms for proposal, certifications, General Information and Conditions, and Specifications may be obtained from the District's Business Office at 5 Homeside Lane, White Plains, NY 10605.

In all cases, it must be understood that the General Information and Conditions and Specifications of the White Plains City School District shall apply. Proposals must be in sealed, opaque envelopes marked "RFP – TYPE OF SERVICES" and will be received until TIME p.m. on MONTH XX, 201X at the Business Office. The Board of Education reserves the right to reject all proposals, to request clarifications or corrections to proposals received, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to negotiate any portion of the proposals received, to re-advertise and solicit additional proposals or to cancel this RFP if it is in the best interest of the District to do so.

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

White Plains City School District
Toni Russo
Purchasing Agent
5 Homeside Lane

White Plains City School District

White Plains, New York 10605
Telephone: 914-422-2072

General Information and Conditions

1. Proposals must be presented in a sealed, opaque envelope addressed as follows:

Toni Russo - Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605
Request for Proposal
TYPE OF SERVICES

2. Proposals will be received until **TIME p.m.** on **MONTH XX, 201X** at the White Plains City School District, White Plains, New York.
3. Notice of Interest form must be filled out and returned to the address above by MONTH XX, 201X.
4. For questions regarding the Specifications, contact **Toni Russo, Purchasing Agent at (914-422-2072).**
5. The White Plains City School District (the "District") will not reimburse responding persons or entities for any expenses incurred in preparing, clarifying and/or negotiating proposals submitted in response to this request.
6. During the evaluation process, the White Plains City School District reserves the right, where it may serve the District, to request additional information or clarifications from proposers, or to allow corrections or omissions. At the discretion of the District, proposers may be requested to make oral presentations or to attend a meeting or interview as part of the evaluation process. Proposers will not be paid or reimbursed for any time spent or expenses incurred in making a presentation or attending any meeting or interview as part of the evaluation process.
7. The White Plains City School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of a proposal indicates acceptance of the conditions contained in this Request for Proposal ("RFP"), unless clearly and specifically noted in the resulting contract between the District and the selected proposer(s).

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8. Proposals must include original copy, and an electronic copy (sent to tonirusso@wpcsd.k12.ny.us, with the subject line stating "RFP – **TYPE OF SERVICES**") of all pages of the RFP with each page initialed by the proposer. All proposals must be submitted on and in accordance with the forms included in this document. The proposal sheets are not to be removed from the document.
9. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and numbers. In a case of discrepancy between the two, the amount written in words will govern. Prices and information required, except signature of the proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be handwritten in ink. Facsimile, printed, or typewritten signatures are not acceptable.
10. A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.
11. All information received in response to this RFP shall become the property of the District. All proposals may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the proposer has designated and the District concurs that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.
12. Upon selection, the terms of the General Information and Conditions, the Specifications and the selected proposal will become incorporated into and form a part of the contract between the District and the selected proposer(s). The form of contract that the District intends to use is included in Appendix 9 and any exception to any provision in the attached form of contract (See Appendix 9) or requested deviation therefrom (addition, deletion, modification) must be submitted with the proposal with

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the specific language for the proposed revision or addition stated. The final contract form may only be modified by the District in its sole discretion, and will be subject to the approval of the Board of Education of the White Plains City School District. .

13. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to contract for services. The District intends to award on the basis of the best interest and advantage to the District. **THE DISTRICT'S BOARD OF EDUCATION RESERVES THE RIGHT TO REQUEST CLARIFICATIONS OR CORRECTIONS TO PROPOSALS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS RFP, TO NEGOTIATE WITH ALL QUALIFIED PROPOSERS, TO WAIVE WHAT IT DEEMS TO BE AN INFORMALITY IN THE RFP PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND/OR OMISSIONS RELATING TO A SPECIFIC PROPOSAL, TO RE-ADVERTISE AND SOLICIT ADDITIONAL PROPOSALS, TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER OR TO CANCEL THIS RFP IN PART OR IN ITS ENTIRETY, AS IN THE BOARD OF EDUCATION'S JUDGEMENT IS IN THE BEST INTEREST OF THE DISTRICT.** The District may select the proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer(s) that is selected.
14. All proposals received after the time stated in the Notice to Proposers will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.
15. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required to satisfactorily comply with the requirements of this RFP, which are included in the General Information and Conditions and the Specifications.
16. The selected proposer(s) must agree to the following Non-Discrimination Clause:
 - a. That in the hiring of employees for the performance of work under the resulting contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, sexual orientation, age, disability or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates; and
 - b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the resulting contract on account of race, creed, color, sex, sexual orientation, disability, national origin or age.

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17. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the selected proposer(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected proposer(s)'s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the resulting contract.
17. The policy naming the District as an additional insured shall:
- Be issued by an A.M. Best rated "secured" insurer, authorized to conduct business in New York State; and
 - State that the proposer's coverage shall be primary coverage for the District, its Board of Education, employees and volunteers.
18. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with the District.
19. The selected proposer(s) agrees to indemnify the District for any applicable insurance policy deductibles or self-insured retentions.
20. Required Insurance for the selected proposer shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:
- Commercial General Liability**
\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct.
 - Worker's Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the District.
 - Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the resulting contract.

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Coverage shall remain in effect for two years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.

d. Fidelity Bond

For dishonest acts of the proposer's employees with coverage for computer fraud and fund transfer including client coverage.

e. Excess Insurance

On a "Follow Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

f. Automobile Liability

\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

21. The selected proposer(s) acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the resulting contract. The selected proposer(s) is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.
22. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposers understand and acknowledge that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.
23. The selected proposer(s) may terminate the resulting contract by giving at least sixty (60) days prior written notice to the District, and the District may terminate the resulting contract by giving at least thirty (30) days prior written notice if the other party fails to perform any of the material obligations hereunder. The party so notified shall have fifteen (15) business days from the date of that notice to correct such failure. The District may still opt to terminate the resulting contract. The District may terminate the resulting contract without cause by giving at least sixty (60) days prior written notice to the selected proposer(s).
24. The District is soliciting the services of qualified firms or individuals to perform **TYPE OF SERVICES** for the fiscal year ending **MONTH XX, 201X**, with the option to perform similar services for each of the two subsequent fiscal years. The resulting contract is

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subject to the annual review and recommendation of **NAME OF ADMINISTRATOR** and final award by the Board of Education. In no case shall the proposal be written to provide or be awarded for fiscal years after **MONTH XX, 201X**. These services are to be performed in accordance with the provisions contained in this RFP.

25. The selected proposer(s) may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the selected proposer(s)'s obligations to perform under the resulting contract without the express written consent of the District's Administration.
26. Proposals will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of at least three (3) school districts, which they have served and a summary of their experience over the past three (3) years of successful completion of the services required herein.
27. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the proposer.
28. **[Include this paragraph if the selected proposer(s) will have access to and/or receive from the District personally identifiable student information/data or confidential APPR information/data about teachers or principals.]** Confidentiality. The selected proposer(s) understands that in performing the resulting contract he/she/it may have access to confidential information in possession of the District, including, but not limited to personally identifiable data and/or information concerning students, employees, student families, and information regarding sensitive, confidential or internal District matters. The selected proposer(s) agrees that any information received by it and/or by its owners, operators, directors, officers, employees, and/or agents during the course of the services provided pursuant to the resulting contract which concerns the personal, financial, or other affairs of the District, its employees and its students or which is personally identifiable data or information concerning the District's students and employees will be treated by the selected proposer(s), its owners, operators, directors, officers, employees, and/or agents in full confidence and shall not be used, published, discussed, disclosed, revealed or communicated, directly or indirectly, to any third parties (e.g. other persons, firms, or organizations), except as provided for in the resulting contract. The selected proposer(s) understand and acknowledge that the parents and/or guardians of students attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the selected proposer(s). The selected proposer(s) further agrees that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of the resulting contract. Without limiting any of the foregoing statements in this paragraph, the selected proposer(s) further agrees:
 - a. To execute and comply with White Plains City School District's Parents' Bill of Rights;
 - b. Not to sell or release a student's personally identifiable information for any commercial purposes;

White Plains City School District

- c. Not to use the education records of the District or any student, teacher and/or principal data of District for any purpose other than those explicitly authorized in the resulting contract;
- d. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption using Advanced Encryption Standard using a minimum of 128 bit key encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the District in motion or in the custody of the selected proposer(s) from unauthorized disclosure;
- e. To limit access within selected proposer(s) to the education records of the District as well as to the student, teacher and/or principal data of the District to those individuals that are determined to need such records or data to perform the services set forth in the resulting contract;
- f. To not disclose any personally identifiable information of any student to any other party, unless:
 - i. prior written consent for the disclosure is obtained from the parent or guardian of the applicable student or the student if the student is 18 years of age or older; or
 - ii. the disclosure is required by statute or court order and the selected proposer(s) provides a notice of the disclosure to the Board of Education of the White Plains City School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- g. When storing any data concerning the students, teachers and/or principals of the District, the selected proposer(s) shall hold its databases and servers in a secure datacenter that complies with current ANSI, TIA, ISO, IC industry standards;
- h. To immediately notify the District in the event that any personally identifiable information of the District's employees, students or administrators is breached and/or released without authorization; and
- i. Upon termination of the resulting contract, the selected proposer(s) will in conjunction with the District, destroy all databases records, tables, spreadsheets, word processing and any electronic files pertaining to student or staff information, using industry standard methods, including but not limited to: shredding, degauss of hard drives, punch/crush of hard drives, deletion of database primary key databases and certificate of destruction.

29. [Include this paragraph if the selected proposer(s) will have access to and/or receive from the District personally identifiable student information/data or confidential APPR information/data about teachers or principals.] **CONFIDENTIALITY TRAINING:** The selected proposer(s) acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the District's students as well as its teachers and principals. The selected proposer(s) represents and warrants that any owners, operators, directors, officers, employees, and/or agents of the selected proposer(s), who will have access to student, teacher and/or principal data of the District, have received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.

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30. The selected proposer(s) acknowledges and agrees that if the selected proposer will have unsupervised direct contact with students and/or will provide services in a District school on more than five (5) days, the selected proposer and its employees will be required to be fingerprinted and have a criminal history record check completed as required by the Education Law of the State of New York. The selected proposer(s) agrees to cooperate with the District to obtain fingerprint and criminal record check clearances from NYSED and to complete any and all necessary forms or procedures, all at no cost or expense to the District.

White Plains City School District

SPECIFICATIONS

White Plains City School District is seeking the services of a **TYPE OF SERVICES TO BE PROVIDED.**

1. SCOPE OF WORK: (**ADMINISTRATOR TO COMPLETE**)

- **DESCRIPTION OF SCOPE OF WORK NEEDED.**

2. GENERAL REQUIREMENTS

- a. Inquiries concerning the RFP and the subject of the request for proposals must be made to:

Toni Russo, Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605

b. Firm / Individual Qualifications and Experience

1. Provide affirmative statement that the firm/individual is independent of the District.
2. State the name(s) of the individual(s) to be assigned to the District provide brief resumes and related project experience.
3. Provide a listing of references for school districts or other entities for which **TYPE OF SERVICES** were rendered within the past three years.

c. Proposer Information

The following will be required in an overview as part of the proposer's proposal:

1. Proposer name, size, and stability.
2. Provide the name and title of person(s) submitting the proposal, the proposer's main office address, and primary and secondary points of contact and their telephone and fax numbers, including area code.
3. Brief (one or two paragraphs) description of the proposer's business, its history and future plans.
4. Provide copies of all applicable licenses and/or registrations held by the proposer and/or its owners, directors, officers, and/or employees.
5. Indicate number of years in business and experience in providing **TYPE OF SERVICES** services for school districts.

White Plains City School District

3. DESCRIPTION OF THE DISTRICT

a. Contact Persons

The selected proposer(s)'s principal contact with the White Plains City School District will be the **ADMINISTRATORS TITLE, NAME (914-422-XX)** who will-coordinate the assistance to be provided by the District to the selected proposer(s), if any.

b. Background Information

The White Plains City School District is located in Westchester County, New York. The District continues its long tradition as one of the most forward thinking school districts in the nation, in a community that supports public education. We have an enrollment of more than 7000 students. The District is comprised of a High School, a Middle School with two campuses, 5 elementary schools and the Community High School. Detailed information on the District can be accessed on the District's website www.whiteplainspublicschools.org.

4. PROPOSAL TIMELINE

The following is a list of the anticipated dates for the District's actions with respect to this RFP:

Request for proposal issued:	Month XX, 201X
Notice of Interest Due:	Month XX, 201X
Submission date for proposals:	Month XX, 201X
Board of Education Approval	Month XX, 201X
Selected firm(s) notified:	Month XX, 201X
Contract date:	Upon Appointment
*All dates are tentative	

5. COST OF SERVICES

Include in the proposal the fees to be charged for providing the services that are the subject of this RFP. The proposals in response to this RFP List all proposed fees for the services sought in this RFP. List hourly rate of pay include hourly rates for various personnel of the proposer, which rates will be the basis for costing additional services that may be requested. **Identify and estimate reimbursable costs. (DELETE IF NOT APPLICABLE).**

White Plains City School District

6. EVALUATION OF PROPOSALS

The District will evaluate the responses based upon the information supplied by the proposer. Criteria for evaluations will include **(ADMINISTRATOR TO COMPLETE – the Weight Column)**:

	Category	Weight
1	The special knowledge or expertise of the proposer (e.g. experience and qualifications of the proposer, its owners, directors, officers and employees)	
2	Suitability of the proposer for the District's needs	
3	Credentials and applicable certifications of the proposer	
4	Quality of the service provided by the proposer	
5	Fee Schedule.	
6	Staffing/time available from the proposer	
7	Administrator may include additional factors to be considered	

From the proposals received, the District may select a short list. The short list of proposers may be requested to attend an interview or meeting with the selection committee.

The undersigned acknowledges that there will be no cost to the District pertaining to the submission of its proposal or attending any meeting or interview. The District has the right to reject any and all proposals if, in its opinion, the best interest of the District will thereby be promoted.

**White Plains City School District
School Business Office
5 Homeside Lane
White Plains, New York 10605**

RFP Appendices & Forms

White Plains City School District

Appendix 1

NOTICE OF INTEREST

Request for Proposal ("RFP") – **TYPE OF SERVICES**

Please complete and return this confirmation by **DATE XX, 201X** to:

Ms. Toni Russo
Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605
Telephone: 914-422-2072
Fax: 914-422-2297
E-Mail: tonirusso@wpcsd.k12.ny.us

Failure to return this form may result in no further communication or addenda distribution regarding this RFP.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

E-Mail Address: _____

I have received a copy of the above noted proposal.

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

White Plains City School District

Appendix 2

AFFIDAVIT

THIS FORM MUST BE SIGNED AND NOTARIZED

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

Owner/operator of: _____:

I hereby represent to the White Plains City School District that (check any that apply)

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

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

_____ (C) The corporation and or officers/owners have had any lawsuits filed against them

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

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

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

White Plains City School District

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

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

White Plains City School District

Appendix 3

CONFLICT OF INTEREST CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

- First That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
- Second That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of the White Plains City School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.
- Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Sixth The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

White Plains City School District

Appendix 4

NON-COLLUSIVE PROPOSAL CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

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

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

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

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

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, General Information and Conditions, Appendices and Specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Board of Education of the White Plains City

White Plains City School District

School District may terminate the resulting contract as set forth in the General Information and Conditions of the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

Subscribed and sworn to before me

this ____ day of _____, _____
(Person, Firm, or Corporation)

Notary Public (Authorized Signature)

Commission Expires _____

White Plains City School District

Appendix 5

HOLD HARMLESS AGREEMENT

THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, _____
(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

White Plains City School District

Appendix 6

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

White Plains City School District

Appendix 7

PROPOSER WARRANTIES

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

Signature of Official:

Name (typed):

Title:

Firm:

Date:

White Plains City School District

Appendix 8

Quotation Form

Name of Firm: _____

Authorized Individual: _____

Pricing Information:

1. Proposed fee for your services: \$ _____
2. Hourly rate of pay: \$ _____
3. List hourly rate of pay for various personnel with your firm as a basis for costing additional services, which may be requested:

Additional Services:	Hourly Rate:

4. Identify and estimate reimbursable costs: (DELETE IF NOT APPLICABLE).

Reimbursable Costs:	Rate:

Appendix 9

Sample Agreement for Professional Services

2018-19 CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018 by and between White Plains City School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 5 Homeside Lane, White Plains, NY 10605, and _____ (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at _____

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is in need of _____ services;

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of _____;

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period of July 1, 2018 to June 30, 2019 unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide _____ services. SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

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

All services shall be provided in strict compliance with law and in compliance with the terms and conditions of the Request for Quotes ("RFQ") or Request for Proposals ("RFP") issued by SCHOOL DISTRICT, which is attached hereto as Exhibit "A" and in

White Plains City School District

compliance with the description provided in SERVICE PROVIDER's proposal dated _____, which is attached hereto as Exhibit "B". In the event of a conflict or inconsistency between this Agreement, the RFQ/RFP and/or SERVICE PROVIDER's proposal, the terms and conditions of this Agreement shall supersede and control over the RFQ/RFP and proposal and the terms and conditions of the RFQ/RFP shall supersede and control over the proposal.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER: _____ up to a sum not to exceed _____.

SCHOOL DISTRICT has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER waives any claims to lost or anticipated profits based on SCHOOL DISTRICT's failure to utilize SERVICE PROVIDER's services to the full amount authorized to be expended under this Agreement.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include types of services rendered and fees payable. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

White Plains City School District

to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

7. **PRINCIPAL CONTACT PERSON:** The principal contact person of SCHOOL DISTRICT shall be _____ and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. SCHOOL DISTRICT will provide SERVICE PROVIDER with an email address to facilitate electronic communication between it and SERVICE PROVIDER. Any information transmitted in this fashion is subject to the confidentiality provisions set forth in paragraph 13 of this Agreement.

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

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

10. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder.

11. **FINGERPRINTING AND BACKGROUND CHECKS:** If the below box requiring fingerprinting and background checks is checked, SERVICE PROVIDER agrees and

White Plains City School District

understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT and attached to this Agreement as Exhibit D. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement.

- ☐ Fingerprinting/Background Check Required
 - o Service Provider will have direct contact with students
 - o Service Provider will be providing services on more than 5 days
- ☐ Fingerprinting/Background Check NOT Required
 - o Service Provider will not have direct contact with students
 - o Service Provider will be providing services 5 days or less
 - o Service Provider is exempt
 - Basis of Exemption: _____

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

13. **TERMINATION NOTICE:**

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

14. **CONFIDENTIALITY:** SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of

White Plains City School District

such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, SERVICE PROVIDER further agrees:

- a. To execute, comply with and incorporate as Exhibit "C" to this Agreement, the SCHOOL DISTRICT'S Parents' Bill of Rights;
- b. Not to sell or release a student's personally identifiable information for any commercial purposes;
- c. Not to use the education records of SCHOOL DISTRICT or any student, teacher and/or principal data of SCHOOL DISTRICT for any purpose other than those explicitly authorized in this Agreement;
- d. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption using Advanced Encryption Standard ("AES") with a minimum of 128 bit key encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of SCHOOL DISTRICT while in motion or in the custody of SERVICE PROVIDER from unauthorized disclosure;
- e. To limit internal access to the education records of SCHOOL DISTRICT as well as to the student, teacher and/or principal data of SCHOOL DISTRICT to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
- f. To not disclose any personally identifiable information to any other party, unless:
 - i. prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or
 - ii. the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of SCHOOL DISTRICT no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- g. To store any data concerning the students, teachers and/or principals of SCHOOL DISTRICT in databases and servers in a secure datacenter that complies with current ANSI, TIA, ISO, IC industry standards;
- h. To immediately notify SCHOOL DISTRICT in the event that any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators is breached and/or released without authorization;
- i. Parents and/or guardians of students attending SCHOOL DISTRICT'S schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by SERVICE PROVIDER;

White Plains City School District

- j. Parents and/or guardians of students attending SCHOOL DISTRICT'S schools have the right to have complaints about possible breaches of student data as well as challenges concerning the accuracy of the data addressed, and such complaints will be submitted to Superintendent of Schools; and
- k. Upon termination of this Agreement, SERVICE PROVIDER will in consultation with SCHOOL DISTRICT, destroy all databases records, tables, spreadsheets, word processing and any electronic files pertaining to student or staff information, using industry standard methods, including but not limited to: shredding, degauss of hard drives, punch/crush of hard drives, deletion of database primary key databases and certificate of destruction.

15. **CONFIDENTIALITY TRAINING:** SERVICE PROVIDER acknowledges that federal and state laws protect the confidentiality of personally identifiable information of SCHOOL DISTRICT'S students as well as its teachers and principals. SERVICE PROVIDER represents and warrants that any officers, employees or agents of SERVICE PROVIDER, who have access to student, teacher and/or principal data of SCHOOL DISTRICT, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data

16. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators by SERVICE PROVIDER, SERVICE PROVIDER must promptly reimburse SCHOOL DISTRICT for the full cost of any notifications SCHOOL DISTRICT is required to make as a result of the breach or unauthorized release.

17. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policy naming SCHOOL DISTRICT as an additional insured shall:

- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.

White Plains City School District

- b. Contain a 30-day notice of cancellation.
- c. State that the SERVICE PROVIDER's coverage shall be primary coverage for SCHOOL DISTRICT, its Board of Education, employees and volunteers.
- d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- e. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles.

Required Insurance to be provided (all below insurance is mandatory for all service providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability

\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct.

Worker's Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance

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

Fidelity Bond

For dishonest acts of the SERVICE PROVIDER'S employees with coverage for computer fraud and fund transfer including client coverage.

Excess Insurance

On a "Follow Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

White Plains City School District

Automobile Liability \$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.

SERVICE PROVIDER shall provide SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER also will provide a copy of the policy endorsements and forms. The failure of the SCHOOL DISTRICT to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The SERVICE PROVIDER understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSIR, as the SCHOOL DISTRICT's insurer.

18. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) after mailing. Notice shall be delivered or mailed to:

NAME OF PROVIDER
ADDRESS
CITY/STATE/ZIP CODE

White Plains City School District
5 Homeside Lane

White Plains City School District

White Plains, New York 10605
Attention: Superintendent of Schools

19. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
20. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.
22. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
23. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
24. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
25. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.
26. **AMENDMENT:** This Agreement may be amended only in a writing that is signed by both parties.
27. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the

White Plains City School District

Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

28. **COOPERATION IN THE EVENT OF LITIGATION:** In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the SCHOOL DISTRICT, at its own cost and expense, SERVICE PROVIDER shall provide the SCHOOL DISTRICT with all reasonable information and assistance in the defense or other disposition thereof.

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

30. This Agreement may be executed in counterparts.

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

WHITE PLAINS CITY SCHOOL DISTRICT

Date:

By: _____

SUPERINTENDENT OF
SCHOOLS/PRESIDENT OF THE BOARD
OF EDUCATION/ASSISTANT
SUPERINTENDENT FOR BUSINESS

[INSERT NAME OF SERVICE PROVIDER]

Date:

By: _____

Print Name: _____

Title:

Employer Identification # or SS:

BUDGET CODE:

EXHIBIT A

ATTACH RFP/RFQ ISSUED FOR THIS CONTRACT

White Plains City School District

EXHIBIT B

ATTACH CONTRACTOR'S QUOTE/PROPOSAL

**SUBMITTED IN RESPONSE TO THE
RFP/RFQ ISSUED FOR THIS CONTRACT**

White Plains City School District

EXHIBIT C

WHITE PLAINS CITY SCHOOL DISTRICT'S PARENT BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents' Bill of Rights Pursuant to Education Law §2-d

In accordance with Section 2-d of the New York State Education Law, the White Plains City School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) Section 2-d of the New York State Education Law and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in the students' education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the district will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (3) Personally identifiable information includes, but is not limited to:
 - i. The student's name;
 - ii. The name of the student's parent or other family members;
 - iii. The address of the student or student's family;
 - iv. A personal identifier, such as the student's social security number, student number, or biometric record;

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- v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - vii. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- (4) In accordance with FERPA, Section 2-d and the District's Student Record Policy, parents have the right to inspect and review the complete contents of their child's education record;
- (5) The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District:
- Centralized databases utilizing the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption; computer servers are centralized in the district datacenter, which is locked and alarmed; utilizing a variety of intrusion detection software and policies, including firewall protection services of BOCES, antivirus software, network monitoring via WhatsUpGold software; strong/complex password policy with a change in effect every 90 or 180 days depending on the exact software system; constant training and reminders of users to not share usernames or passwords on any database system; annual audit of the safety systems by district's internal auditor.
- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at NYS Education Department, Office of Information and Reporting Services at <http://www.p12.nysed.gov/irs/sirs/>

White Plains City School District

- (7) Parents have the right to submit complaints about possible breaches of student data addressed. Any such complaint must be submitted, in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us .

White Plains City School District

SUPPLEMENTAL INFORMATION FOR THIRD PARTY CONTRACTORS

The White Plains City School District provides certain student data to the following third party contractors:

Name of Vendor/Contractor/Company: _____

Address: _____

Phone #: _____

Name of person completing this form: _____

Title of person completing this form: _____

Signature of person completing this form: _____

Date: _____

a) This contractor is prohibited from further sharing any student data to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within this contractor's organization, unless written consent is included with any contract. This includes sharing of any database, spreadsheet, word processing, csv, html or text files or providing credentials to access the data via the contracted software. This doesn't pertain to the actual storage of the data on physical hard drives or solid state drives of a data center.

b) Absent renewal, this agreement expires annually on June 30 [ADMINISTRATOR CONFIRM ACCURATE]. If the district doesn't renew the contract past June 30th of the contractual year, all student data shall be deleted (within 90 days) in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

c) A parent or eligible student has the right to submit concerns or challenges to the accuracy of student data by submitting in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us.

d) Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better

EXHIBIT D

**ATTACH PROOF OF
FINGERPRINTING AND BACKGROUND CHECK
CLEARANCE BY NYSED
OF SERVICE PROVIDER'S EMPLOYEES PROVIDING
SERVICES TO THE SCHOOL DISTRICT**

EXHIBIT E

**ATTACH WRITTEN APPROVAL OF ASSISTANT
SUPERITENDENT FOR BUSINESS FOR MODIFIED
INSURANCE REQUIREMENTS**

THE ATTACHED *CONTRACTUAL SERVICES AGREEMENT* IS A TEMPLATE. **DO NOT FILL IN YOUR INFORMATION ON THIS TEMPLATE. PLEASE DOWNLOAD & SAVE IT FOR YOUR USE** THEN FILL IN **ALL HIGHLIGHTED SPACES**. EMPLOYER ID NUMBER/TAXPAYER ID NUMBER IS REQUIRED. THIS TEMPLATE IS USED FOR ALL PROVIDERS WHETHER A COMPANY OR INDIVIDUAL. SEE ASSISTANT SUPERINTENDENT FOR BUSINESS IF YOU HAVE INSURANCE ISSUES WITH SELECTED PROVIDER. NO EXCEPTIONS TO THE INSURANCE REQUIREMENTS WILL BE VALID UNLESS APPROVED BY ASSISTANT SUPERINTENDENT FOR BUSINESS.

PLEASE DOWNLOAD THE **W-9 AND THE VENDOR FORM** FOR THE PROVIDER TO FILL OUT AND ATTACH IT TO THE AGREEMENT.

2018-19 CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this [REDACTED] day of [REDACTED], 2018 by and between White Plains City School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 5 Homestead Lane, White Plains, NY 10605, and [REDACTED] (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at [REDACTED]

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is in need of [REDACTED] services;

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of [REDACTED];

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period of July 1, 2018 to June 30, 2019 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide [REDACTED] services. SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

[REDACTED]

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

All services shall be provided in strict compliance with law (IF RFP/RFQ WAS USED, ADD THE FOLLOWING); and in compliance with the terms and conditions of the Request for Quotes ("RFQ") or Request for Proposals ("RFP") issued by SCHOOL DISTRICT, which is attached hereto as Exhibit "A" and in compliance with the description provided in SERVICE PROVIDER's proposal dated [REDACTED], which is attached hereto as Exhibit "B". In the event of a conflict or inconsistency between this Agreement, the RFQ/RFP and/or SERVICE PROVIDER's proposal, the terms and conditions of this

Agreement shall supersede and control over the RFQ/RFP and proposal and the terms and conditions of the RFQ/RFP shall supersede and control over the proposal.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER: _____ [fill in applicable hourly rate(s), if there are any] up to a sum not to exceed _____.

SCHOOL DISTRICT has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER waives any claims to lost or anticipated profits based on SCHOOL DISTRICT's failure to utilize SERVICE PROVIDER's services to the full amount authorized to be expended under this Agreement. **[NOTE THIS PARAGRAPH MAY NOT ALWAYS BE APPLICABLE - should generally be used when the compensation is based on an hourly rate - may be applicable in other circumstances as well - consult the School District's attorney if unsure whether to include or not].**

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include types of services rendered and fees payable. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

7. **PRINCIPAL CONTACT PERSON:** The principal contact person of SCHOOL DISTRICT shall be _____ [insert title of person who will be directing service provider – should be a central office administrator] and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. SCHOOL DISTRICT will provide SERVICE PROVIDER with an email address to facilitate electronic communication between it and SERVICE PROVIDER. Any information transmitted in this fashion is subject to the confidentiality provisions set forth in paragraph 13 of this Agreement.

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

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

10. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder.

11. **FINGERPRINTING AND BACKGROUND CHECKS:** If the below box requiring fingerprinting and background checks is checked, SERVICE PROVIDER agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT and attached to this Agreement as Exhibit D. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement.

- ☐ Fingerprinting/Background Check Required
 - Service Provider will have direct contact with students
 - Service Provider will be providing services on more than 5 days
- ☐ Fingerprinting/Background Check NOT Required
 - Service Provider will not have direct contact with students
 - Service Provider will be providing services 5 days or less
 - Service Provider is exempt
 - Basis of Exemption: _____

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

13. **TERMINATION NOTICE:**

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

14. **CONFIDENTIALITY:** SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth in this paragraph shall survive the expiration and/or termination of this Agreement. **[IF SERVICE PROVIDER WILL have access to or be provided with personally identifiable information or data concerning the School District's students or confidential APPR data/information of a teacher(s) or principal(s), THEN PRIOR SENTENCE should be revised to state The parties further agree that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of this Agreement.] [ONLY NEED THE FOLLOWING SENTENCE AND SUBPARTS IF SERVICE PROVIDER WILL have access to or be provided with personally identifiable information or data concerning the School District's students or confidential APPR data/information of a teacher(s) or principal(s)]** Without limiting any of the foregoing statements in this paragraph, SERVICE PROVIDER further agrees:

- a. To execute, comply with and incorporate as Exhibit "C" to this Agreement, the SCHOOL DISTRICT'S Parents' Bill of Rights;
- b. Not to sell or release a student's personally identifiable information for any commercial purposes;
- c. Not to use the education records of SCHOOL DISTRICT or any student, teacher and/or principal data of SCHOOL DISTRICT for any purpose other than those explicitly authorized in this Agreement;
- d. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption using Advanced Encryption Standard ("AES") with a minimum of 128 bit key encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of SCHOOL DISTRICT while in motion or in the custody of SERVICE PROVIDER from unauthorized disclosure;
- e. To limit internal access to the education records of SCHOOL DISTRICT as well as to the student, teacher and/or principal data of SCHOOL DISTRICT to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
- f. To not disclose any personally identifiable information to any other party, unless:
 - i. prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or

- ii. the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of SCHOOL DISTRICT no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- g. To store any data concerning the students, teachers and/or principals of SCHOOL DISTRICT in databases and servers in a secure datacenter that complies with current ANSI, TIA, ISO, IC industry standards;
- h. To immediately notify SCHOOL DISTRICT in the event that any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators is breached and/or released without authorization;
- i. Parents and/or guardians of students attending SCHOOL DISTRICT'S schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by SERVICE PROVIDER;
- j. Parents and/or guardians of students attending SCHOOL DISTRICT'S schools have the right to have complaints about possible breaches of student data as well as challenges concerning the accuracy of the data addressed, and such complaints will be submitted to Superintendent of Schools; and
- k. Upon termination of this Agreement, SERVICE PROVIDER will in consultation with SCHOOL DISTRICT, destroy all databases records, tables, spreadsheets, word processing and any electronic files pertaining to student or staff information, using industry standard methods, including but not limited to: shredding, degauss of hard drives, punch/crush of hard drives, deletion of database primary key databases and certificate of destruction.

15. **CONFIDENTIALITY TRAINING:** SERVICE PROVIDER acknowledges that federal and state laws protect the confidentiality of personally identifiable information of SCHOOL DISTRICT'S students as well as its teachers and principals. SERVICE PROVIDER represents and warrants that any officers, employees or agents of SERVICE PROVIDER, who have access to student, teacher and/or principal data of SCHOOL DISTRICT, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data. **[NOTE THIS PARAGRAPH MAY NOT ALWAYS BE APPLICABLE - MUST BE INCLUDED IF Service Provider will have access to or be provided with personally identifiable information or data concerning the School District's students or confidential APPR data/information of a teacher(s) or principal(s).]**

16. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken

or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators by SERVICE PROVIDER, SERVICE PROVIDER must promptly reimburse SCHOOL DISTRICT for the full cost of any notifications SCHOOL DISTRICT is required to make as a result of the breach or unauthorized release.

17. INSURANCE PROVISION: SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policy naming SCHOOL DISTRICT as an additional insured shall:

- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- b. Contain a 30-day notice of cancellation.
- c. State that the SERVICE PROVIDER's coverage shall be primary coverage for SCHOOL DISTRICT, its Board of Education, employees and volunteers.
- d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- e. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles.

Required Insurance to be provided (all below insurance is mandatory for all service providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability

\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct.

Worker's Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved

specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance

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

Fidelity Bond

For dishonest acts of the SERVICE PROVIDER'S employees with coverage for computer fraud and fund transfer including client coverage.

Excess Insurance

On a "Follow Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

Automobile Liability \$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.

SERVICE PROVIDER shall provide SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER also will provide a copy of the policy endorsements and forms. The failure of the SCHOOL DISTRICT to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT.

Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The SERVICE PROVIDER understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSIR, as the SCHOOL DISTRICT's insurer.

18. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) after mailing. Notice shall be delivered or mailed to:

NAME OF PROVIDER
ADDRESS
CITY/STATE/ZIP CODE

White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attention: Superintendent of Schools

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

20. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.

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

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

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

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

26. **AMENDMENT:** This Agreement may be amended only in a writing that is signed by both parties.

27. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

28. **COOPERATION IN THE EVENT OF LITIGATION:** In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the SCHOOL DISTRICT, at its own cost and expense, SERVICE PROVIDER shall provide the SCHOOL DISTRICT with all reasonable information and assistance in the defense or other disposition thereof.

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

30. This Agreement may be executed in counterparts.

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

WHITE PLAINS CITY SCHOOL DISTRICT

Date:

By: _____

SUPERINTENDENT OF
SCHOOLS/PRESIDENT OF THE BOARD
OF EDUCATION/ ASSISTANT
SUPERINTENDENT FOR BUSINESS

[INSERT NAME OF SERVICE PROVIDER]

Date:

By: _____

Print Name: _____

Title:

Employer Identification # or SS:

BUDGET CODE:

EXHIBIT A

ATTACH RFP/RFQ ISSUED FOR THIS CONTRACT

EXHIBIT B

ATTACH CONTRACTOR'S QUOTE/PROPOSAL

**SUBMITTED IN RESPONSE TO THE
RFP/RFQ ISSUED FOR THIS CONTRACT**

EXHIBIT C

WHITE PLAINS CITY SCHOOL DISTRICT'S PARENT BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**ADMINISTRATOR MUST ATTACH (PAGE 16-18) IF
SERVICE PROVIDER WILL HAVE ACCESS TO OR BE
PROVIDED WITH PERSONALLY IDENTIFIABLE STUDENT
INFORMATION/DATA OR CONFIDENTIAL APPR
INFORMATION/DATA ABOUT TEACHERS OR PRINCIPALS.**

Parents' Bill of Rights Pursuant to Education Law §2-d

In accordance with Section 2-d of the New York State Education Law, the White Plains City School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) Section 2-d of the New York State Education Law and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in the students' education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the district will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (3) Personally identifiable information includes, but is not limited to:
 - i. The student's name;
 - ii. The name of the student's parent or other family members;
 - iii. The address of the student or student's family;
 - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
 - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school

community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

vii. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

- (4) In accordance with FERPA, Section 2-d and the District's Student Record Policy, parents have the right to inspect and review the complete contents of their child's education record;
- (5) The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District: Centralized databases utilizing the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption; computer servers are centralized in the district datacenter, which is locked and alarmed; utilizing a variety of intrusion detection software and policies, including firewall protection services of BOCES, antivirus software, network monitoring via WhatsUpGold software; strong/complex password policy with a change in effect every 90 or 180 days depending on the exact software system; constant training and reminders of users to not share usernames or passwords on any database system; annual audit of the safety systems by district's internal auditor.
- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at NYS Education Department, Office of Information and Reporting Services at <http://www.p12.nysed.gov/irs/sirs/>
- (7) Parents have the right to submit complaints about possible breaches of student data addressed. Any such complaint must be submitted, in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us .

SUPPLEMENTAL INFORMATION FOR THIRD PARTY CONTRACTORS

The White Plains City School District provides certain student data to the following third party contractors:

Name of Vendor/Contractor/Company: _____

Address: _____

Phone #: _____

Name of person completing this form: _____

Title of person completing this form: _____

Signature of person completing this form: _____

Date: _____

a) This contractor is prohibited from further sharing any student data to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within this contractor's organization, unless written consent is included with any contract. This includes sharing of any database, spreadsheet, word processing, csv, html or text files or providing credentials to access the data via the contracted software. This doesn't pertain to the actual storage of the data on physical hard drives or solid state drives of a data center.

b) Absent renewal, this agreement expires annually on **June 30 [ADMINISTRATOR CONFIRM ACCURATE]**. If the district doesn't renew the contract **past June 30th** of the contractual year, all student data shall be deleted (within 90 days) in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

c) A parent or eligible student has the right to submit concerns or challenges to the accuracy of student data by submitting in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us.

d) Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better

EXHIBIT D

**ATTACH PROOF OF
FINGERPRINTING AND BACKGROUND CHECK
CLEARANCE BY NYSED
OF SERVICE PROVIDER'S EMPLOYEES PROVIDING
SERVICES TO THE SCHOOL DISTRICT**

EXHIBIT E

**ATTACH WRITTEN APPROVAL OF ASSISTANT
SUPERITENDENT FOR BUSINESS FOR MODIFIED
INSURANCE REQUIREMENTS**

6741 CONTRACTING FOR PROFESSIONAL SERVICES

The Board of Education will make certain that professional services are secured in a manner that protects the integrity of the process, ensures the prudent use of taxpayer dollars and provides a high quality standard of service, in accordance with law and regulation. Professional services are defined as services requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment or a high degree of creativity special skill and/or training, such as legal services, medical services, auditing services, property appraisals or insurance.

Purchasing professional services does not require competitive bidding. The Board directs the Purchasing Agent and Deputy Purchasing Agent, along with the administrator making the request for service, to take measures to ensure that a highly qualified professional is secured through the prudent and economical use of public money, which may include:

1. Reviewing trade journals;
2. Checking professional listings; and/or
3. Inquiring of other districts or other appropriate sources.

In consultation with the Purchasing Agent or Deputy Purchasing Agent, the designated district staff will prepare either a request for quote (RFQ) or a comprehensive written request for proposals (RFP), which will contain the details of the services sought. The RFP/RFQ will specify that the proposal include the structure of the relationship between the district and the provider, including, if applicable, the terms of the retainer or agreement for professional services, the hourly fees and other associated costs.

In reviewing responses to the RFPs/RFQs, the district will consider, at a minimum, the following factors:

1. the suitability of the individual/firm for the district's needs;
2. the special knowledge or expertise of the individual/firm;
3. the credentials and applicable certifications of the individual/firm;
4. the quality of the service provided by the individual/firm;
5. cost;
6. the staffing available from the firm or the time available from the individual;

The district will periodically, but not less frequently than every five years, issue professional service RFPs/RFQ's and may conduct interviews as part of the RFP/RFQ process. The written proposals submitted by applicants shall be maintained for at least six years.

For those professional services providers who report directly to the Board of Education (i.e., legal counsel, auditors, architects and construction managers) , the Board of Education will review the proposals and select the professional service provider best suited to the district's needs. For all others, the Superintendent, after a thorough review of the proposals, in consultation

with the Purchasing Agent and the administrator making the request for service will recommend the professional service provider best suited to the district to the Board of Education for its approval.

Regardless of when during the year the professional service provider is engaged by the Board, at the annual organizational meeting the Board will appoint the attorney, physician, external auditor, or other professional, as applicable. Professional service providers selected and appointed in this manner will not be considered employees of the district.

The Superintendent is charged with developing administrative procedures to implement this policy.

Cross-Ref: 2210, Board Annual Organizational Meeting
9500, Compensation and Benefits

Ref: General Municipal Law § 104-b
2 NYCRR §§ 315.2, 315.3
Trane Co. v Broome County, 76 A.D.2d 1015
Appeal of Lombardo, 38 Educ. Dept. Rep. 730
Opn. St. Comp. 92-33

Adoption date: September 17, 2018

White Plains City School District
White Plains, NY

6741-R CONTRACTING FOR PROFESSIONAL SERVICES

The following rules shall guide contracting for professional and technical services.

Definitions:

Educational Services - includes consultants that provide staff development, testing, student evaluations, scoring, etc.

Administrative Services - insurance services, employee benefit services, cooperative bid management services, pupil transportation, web-site design/development, software licenses and maintenance, food service management consultant, human resources search firms, property appraisals, etc.

Professional Services - legal, fiscal advisors, bond counsel, actuarial, auditing, architect, construction management, health services, physicians, etc.

Professional Services Purchased Under Government/Municipal Contracts - the district will not be required to secure alternative proposals or quotations when it is able to obtain the professional services sought, as permitted by law:

- Under a county contract;
- Under a state contract;
- Under a federal contract; or
- From agencies for the blind and severely disabled, from qualified veteran's workshops; and from qualified special employment programs serving mentally ill persons.

Request for Quotation (RFQ) and Request for Proposal (RFP) - A proposal or quotation process is used to ensure that professional services are procured with the most favorable terms and conditions.

- Request for Quotations (RFQ) - This type of solicitation is often used to determine current market pricing. RFQs generally do not require public advertising.
- Request for Proposal (RFP) - A RFP is generally a document that provides detailed information concerning the type of service to be provided including minimum requirements and, where applicable the evaluation criteria that will govern the contract award. Potential service providers typically are supplied with copies of the RFP and are requested to submit proposals by a specified date. Proposals can be solicited via public advertisement, or a comprehensive list of potential providers can be contacted directly and provided with the RFP.

After a discussion between the Administrator requesting the service and the Purchasing Agent or Deputy Purchasing Agent, a decision will be made as to which process should be used, RFQ or RFP.

Instructions for Utilization of RFQs and RFPs:

Request for Quotation (RFQ) – When it is agreed that the RFQ process will be utilized, the RFQ form is to be completed by the Administrator requesting the service whenever seeking a specific service or to continue an existing services. The Administrator shall obtain the RFQ form from the Purchasing Agent.

- Define the service to be provided (i.e. math consultant, type of software, evaluators, etc.)
- Describe in detail the scope of services to be performed
- List any qualifications the service provider is required to have (i.e. licenses, certifications, etc.)
- Identify the deadline for the submission of a quote
- The completed form is to be reviewed with Purchasing Department prior to disseminating it to potential service providers.
- The Administrator should make every attempt to obtain at least three quotes.
- A responding provider completes, signs and dates bottom of form stating their fee structure.
- Quotes received by the submission deadline will be reviewed.
- If applicable, a provider may submit a draft contract with its quote.
- The district's independent contractor service agreement will be completed after a provider is selected unless the Purchasing Agent or Deputy Purchasing Agent approves the use of the provider's form of contract.
- All documentation will be attached to the requisition and submitted to the Purchasing Department.
- A requisition is completed and a copy is sent to the Purchasing Agent with a copy of the contract executed by the selected provider.
- All contract services not under government municipal contracts require prior approval and signature from the following:
 - Board of Education - contracts \$20,000 or above,
 - Superintendent- contracts \$5,000 to \$20,000,
 - Assistant Superintendent for Business- contracts \$5,000 or below.

Request for Proposal (RFP) – The RFP template available from the Purchasing Agent is completed by the Administrator requesting the professional service and reviewed by the Purchasing Agent before issuance.

- The following information must be filled into the RFP template available from the Purchasing Agent to draft the RFP that will be issued:
 - Detailed scope of services to be provided
 - Evaluation criteria
 - Submission date
- The Administrator and Purchasing Agent will review the draft RFP together before it is issued.
- The RFP will be disseminated via public advertisement or to a comprehensive list of potential providers.
- Proposals received by the submission date set forth in the RFP will be reviewed and evaluated by the Administrator and the Purchasing Agent.
- The district's independent contractor service agreement will be completed after a provider is selected unless the Purchasing Agent or Deputy Purchasing Agent approves the use of the provider's form of contract
- All documentation, including a contract executed by the provider, will be attached to the requisition and submitted to the Purchasing Department.

A resolution is prepared for the Board of Education's approval, when required.

6410 AUTHORIZED SIGNATURES

The Board of Education authorizes the signature on checks issued against all accounts of the school district to be that of the Treasurer or, in his/her absence, the Deputy Treasurer.

The Board hereby authorizes the use of a secured electronic signature disc/key along with password-protected computers with facsimile signatures of the Treasurer and Deputy Treasurer. Said discs/keys shall be maintained in the exclusive and secured possession of the Treasurer and Deputy Treasurer, respectively and shall have safeguards, including confidential passwords, for the District's protection.

The Treasurer/Deputy Treasurer shall be present and shall control the affixing of his/her signature when checks are run. He or she should maintain a log of checks signed and should verify the sequence of check numbers that are used. The signing of blank checks is expressly forbidden.

Extra classroom activity fund checks shall be signed by both the Student Activity Accounts Treasurer and the Central Treasurer of the extracurricular activity fund.

Contracts valued at \$20,000 or more require authorization by Board resolution and shall be signed by the Board President or in his/her absence the Vice-President, unless a different signatory is identified in the Board resolution authorizing such contract. Contracts under this threshold do not require prior Board approval and should have the following signatures: contracts valued from \$5,000 to \$20,000 will be signed by the Superintendent of Schools or the Assistant Superintendent for Business, contracts valued at \$5,000 and below will be signed by the Assistant Superintendent for Business. Purchase orders for goods and/or services identified in the various budget codes of the school district budget may be executed by the Purchasing Agent responsible for the procurement of such goods and/or services in amounts less than \$5,000, and in excess of \$5,000 with additional approval by the Assistant Superintendent for Business, in accordance with District Policy No. 6710, Purchasing Authority.

Ref: Education Law §; 2523
8 NYCRR §§170.1(c)(d); 172

Adoption date: August 13, 2018