

The seal of the Town of Greenwich, Connecticut, is a circular emblem. It features a central figure of a Native American holding a bow and arrow, surrounded by a wreath. The words "TOWN OF GREENWICH" are inscribed along the top arc, and "CONN." along the bottom arc. The word "SEAL" is at the very bottom. Two stars are positioned on the left and right sides of the seal.

Greenwich Public Schools

Request for Proposal

***Greenwich Public Schools and
the Town of Greenwich***
PRINTING SERVICES

August 24, 2023

Greenwich Public Schools
290 Greenwich Avenue
Greenwich, CT 06830

**GREENWICH PUBLIC
SCHOOLS**

Purchasing Department

290 Greenwich Ave
Greenwich, CT 06830
(203) 625-7411 Tel

eugene_watts@greenwich.k12.ct.us

EUGENE H. WATTS
Manager of School Procurement

July 25, 2023

Dear Sir/Madam:

You are invited to submit a bid for Printing Services for the Greenwich Public Schools and the Town of Greenwich. The enclosed bid specification details the requirements we are looking for.

Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Each proposal must be submitted with one (1) original copy/set, and (7) seven copies/sets and one (1) electronic copy (via flash USB drive) of the proposal. Proposers must submit proposals in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals. The original proposal and copies must be in a sealed envelope plainly marked:

Printing Services Proposal

Opening Date: September 19, 2023

Opening Time: 11:00 a.m.

RFP No.: 2423-23

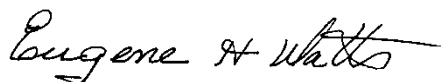
The Greenwich Public Schools Administration reserves the right to reject any and all responses not deemed to be in the best interest of the Town of Greenwich. Greenwich Public Schools reserves the right to waive any informalities in or reject any or all proposals or any part of any proposal. Respondents may submit multiple pricing scenarios in their proposals and should feel empowered to proposed alternative solutions to this RFP, based on professional experience.

The details to join the meeting remotely are as follows:

Dial-In by phone: (US) 1-586-782-7351 PIN: 383240643

All proposers and other interested people are invited to call in to hear RFP #2423-23 being read at 11:00 a.m.

Very truly yours,



Eugene H. Watts

INFORMATION

The Town of Greenwich, CT (Town), with a population of approximately 62,000, is located in the southwestern corner of Fairfield County. Greenwich, the nearest Connecticut town to New York City, is located on the mainline of the Metro North Railroad. The Town is served by the Connecticut Turnpike (Interstate 95), the Merritt Parkway (Route 15), and US Route 1.

The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. The Greenwich Public School (GPS) system has a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), one comprehensive high school (9-12), one administrative building and one ancillary facility.

MISSION OF PRINT SERVICES PROVIDER

The Town of Greenwich and Board of Education requires a specialized printing company to work directly with its expert designee (print shop technician) to provide its employees with a wide scope of high-volume printing and finishing services in a professional and timely manner the Town and GPS expects year-round. The successful proposer will receive original materials, either electronically or on paper, from that designee with specific reproduction and delivery instructions to the satisfaction of its requestor. The successful proposer will only interact with the aforementioned expert designee to discuss quality, quantities, deadlines, and delivery instructions to their satisfaction.

BACKGROUND INFORMATION

Since 2016, the Town of Greenwich and Greenwich Public Schools have had a shared, in-house printing service ("Print Shop"), comprised of 2.7 full time equivalent staff. Prior to consolidation, each organization had their own print house. The Print Shop had four commercial-grade printing machines, binding machines, and all the equipment typical of a professional printing service. The Print Shop serves the full Greenwich Public School system, the Town of Greenwich (all departments), the Greenwich Library system, the Perrot Library, the Griffith E Harris Golf Course, and the Nathaniel Witherell Nursing Home. In addition, the print shop sometimes provides services to partner organizations, including the PTA and the Bruce Museum.

In February 2023, a burst pipe flooded the print shop, completely destroying the supplies and equipment. As we rebuild this important function for the future, we are seeking a partner who can support our volume and expectations, ideally for multiple option years.

CONTRACT LENGTH:

This Proposal is for awarding a contract to cover the period beginning September 29, 2023 through June 30, 2024. Once this Proposal is awarded, the bidder must make arrangements to meet with GPS/The Town of Greenwich if required.

OPTION TO EXTEND:

The service and work contemplated under this Contract shall be completed in full on or before June 30, 2024 with the option to extend the contract if agreeable to by both parties for the 2024/2025, 2025/2026, 2026/2027 and 2027/2028 fiscal years. If the GPS intends to extend the contract period, the vendor will be notified in writing by the Purchasing Department.

The Greenwich Public Schools is soliciting proposals from qualified firms for Professional Services to provide Printing Service for Greenwich Public Schools and The Town of Greenwich

SCOPE OF SERVICES

Professional quality, high-volume printing and finishing services, including:

- black/white and full-color prints
- spiral binding
- large format posters
- laminating
- folding, stuffing, cutting, padding, stacking
- NCR forms
- Lawn signs
- Specialty items such as postcards, business cards, note cards, flyers, programs, brochures, envelopes with variable data etc.
- Event brochures, booklets & programs (including graduation program and other district-wide events).
- Newsletters
- Awards ceremony presentation pieces
- Large orders with specific instructions: town Documents and forms
- Bounded books with section tabs
- Posters and display pieces
- Variable data & document distribution (sports certificates, envelopes/letters)
- Confidential document production
- Stationery & office material (business cards, letterhead, notepads, etc.)
- Rush jobs (last minute edits, unbinding, cutting, folding, or reprinting)
- Printing multiple large files (multiple files that are too large for email)
- Specialized services (samples, editing, and proofing)

Specifications include:

Exceptional customer service via phone and online support, including assistance with draft proofs and quotes.

Services are provided year-round with peak periods from August through October, and end of school trimesters.

Materials printed on 20# bond/92 bright white paper (or better) for standard black/white printing. All other papers as requested. See Exhibit A for a list of paper selections required. Daily delivery/pick-up of printed materials to all sites. Guaranteed turnaround times as follows:

- next day delivery for printing jobs submitted by 4:00 p.m.
- 2-day turnaround for off-line finishing jobs
- 3-day turnaround for laminating requests

Materials packaged for ease of handling (e.g. paper clip, rubber band, shrink-wrap) and clearly labeled with job ID and user name for ease of distribution on-site.

Proposals must include an itemized breakdown of all costs associated with off-site printing and finishing services. Proposals must include firm, fixed prices and specify any annual inflationary cost increases. In addition, vendors must complete the attached Pricing Sheet (Exhibit A) to indicate cost per copy and paper supply pricing.

Proposals must detail terms and methods used for billing and illustrate the District's ability to allocate costs across programs.

Vendor will maintain paper and finishing supplies and inventory and provide a process for the District to order paper supplies at state contract pricing.

Proposals must describe the staffing structure which will ensure quality and timely delivery of services.

Vendor is responsible for furnishing all materials, labor, facilities, equipment, and supplies necessary to perform the services.

Proposals must include cost based on the current 4:00 p.m. next-day delivery deadline, however vendors may provide additional cost options which outline alternative daily deadlines for next-day delivery.

Proposals must detail a plan for the transition from in-house copy center to off-site printing services. The transition target date is October 2023 and is subject to change dependent upon the options presented in the proposals and current school district construction project timelines.

Interested vendors should feel empowered to propose alternate solutions that achieve the goals of this RFP, based on their professional experience and industry knowledge.

All documents, materials and information supplied by and to the School District and Town are subject to the Connecticut government data practices act. That act provides that all data collected, created, received, maintained, or disseminated by the School District shall be public unless otherwise classified and protected from disclosure by law. By delivering information to the School District and Town, the respondent represents that it has reviewed, to the extent it deems appropriate, and understands the provisions of the act. The respondent further acknowledges that the School District and Town has no right to withhold disclosure of public data. All data provided by the respondent deemed "CONFIDENTIAL" shall be so marked. If a request for disclosure of such a document is made, the School District and Town will notify the respondent of such request. The School District and Town does not undertake to defend any action to require the disclosure of such information.

Exhibit A

Please complete proposed pricing for each yellow-shaded box.

Black & White Copies		Copy Cost		Paper Costs	
White Paper		1-sided	2-sided	Cost/Ream	Cost/Case
8.5x11 – letter #20 paper					
8.5x11 – letter cover stock					
8.5x14 – legal 20# paper					
8.5x14 – legal 20# cover stock					
11x17 – tabloid 20# paper					
11x17 – tabloid cover stock					
Pastel Paper: Blue, Green, Pink, Yellow, Ivory, Gray Salmon, Gold, Lilac					
8.5x11 – letter #20 paper					
8.5x11 – letter cover stock					
8.5x14 – legal 20# paper					
8.5x14 – legal 20# cover stock					
11x17 – tabloid 20# paper					
11x17 – tabloid cover stock					
Bright Paper: Blue, Dark Green, Galactic Green, Pink, Yellow, Orange, Red, Tan (cover stock)					
8.5x11 – letter #20 paper					
8.5x11 – letter cover stock					
11x17 – tabloid cover stock					
Specialty Paper					
2-part carbonless (NCR)					
3-part carbonless (NCR)					
4- part carbonless (NCR)					

Full Color Copies	8.5 x 11		8.5 x 11		11 x 17	
	1-sided	2-sided	1-sided	2-sided	1-sided	2-sided
20# white paper						
65 lb. Cover stock white						
80lb Text Glossy						
100lb Text Glossy						
14pt Glossy white cover stock						

Additional Services	Cost
Full Color Posters 18" x 24"	
Full Color Posters 24" x 36"	
Laminating 8.5 x 11	
Laminating 11x17	
Spiral Binding per coil	
Letter Size B/W 100 sheets Pad	
Business Cards per 250	
#10 regular white envelopes 500 B/W printing	
#10 window envelopes 500 Color printing	

Black & White Copies	Copy Cost		Paper Costs
8.5x11 – letter cover stock 65 LB			
8.5x14 – letter cover stock 80 LB			

Greenwich Public Schools and The Town of Greenwich makes approximately 1,141,000 Black/Which copies and 180,000 Color copies annually.

QUESTIONS

Questions concerning this bid will be received by email only directed to the Bid Department, (bid_department@greenwich.k12.ct.us). In the "Subject" line you must put Bid #2423-23 Printing Service. All questions must be received no later than noon on September 6, 2023. All answers will be posted as an addendum on our website: (www.greenwichschools.org) by noon on September 11, 2023. It is the responsibility of all bidders to verify that they are current with all Addendums prior to bid submission. Failure to comply with these conditions will result in the bidder waiving his right to dispute the bid specifications and conditions. Questions received verbally will not be answered.

ACCEPTANCE

The department will make determination of the acceptability of work. Work shall be completed in a responsive and professional manner and in accordance with the specifications.

GENERAL TERMS AND CONDITIONS:

- a. Sealed proposals for furnishing Architects and Planners Services for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received on August 21, 2023. All proposers and other interested persons are invited to call in to hear the opening of these proposals that will take place at the Board of Education. No faxed or scanned copies of this RFP will be accepted.
- b. The Board of Education reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal, which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.
- c. The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible proposal.
- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of this proposal by notifying each proposer by the issuing of an addendum posted on our website:
<https://www.greenwichschools.org/departments/purchasing>
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

- g. The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

TAX

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

COLLUSION AMONG PROPOSERS

- a. More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the work contemplated will cause rejection of all proposers in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.
- b. Participants in such collusion may not be considered in future offers for the same work. Each proposer, by submitting a proposal, certifies that it is not a part to any collusive action.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

- a. The successful proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful Proposer in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Proposer is an Equal Opportunity Employer.
- b. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

REFERENCES:

Please list at least three (3) school districts of similar size to Greenwich Public Schools and the Town of Greenwich where you or your company has performed these services.

1. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

2. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

3. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals with deficient insurance requirements will be rejected. The firm who is awarded the Bid/Proposal must return the contract, agent/broker and insurance form within two (2) weeks from the date on the award letter.

PLEASE CHECK THE APPROPRIATE BOX

YES

NO

- | | | |
|---|--------------------------|--------------------------|
| 1. Automobile Liability | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Worker's Compensation and Employer's Liability | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Town as Additional Insured | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Errors and Omissions | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Ability to Return Contract and Insurance Documents
Within Two (2) Weeks | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Able to Provide the Town with Thirty (30) Days Prior
Written Notice of Cancellation | <input type="checkbox"/> | <input type="checkbox"/> |

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

Contractor

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: Town of Greenwich and Board of Education / **Contract #**
Project Name:

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich and Greenwich Board of Education have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich and Greenwich Board of Education in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days' notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD						CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)		
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
				INSUREERS AFFORDING COVERAGE						
INSURED				INSURER A:						
				INSURER B:						
				INSURER C:						
				INSURER D:						
				INSURER E:						
COVERAGES										
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INS R T R	TYPE OF INSURANCE		POLICY NUMBER		POLICY EFFECTIVE DATE(MM/DD/YY)		POLICY EXPIRATION DATE(MM/DD/YY)		LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURENCE		\$	
FIRE DAMAGE (Any one)							\$			
MED EXP (Any one person)							\$			
PERSONAL & ADV INJURY							\$			
GENERAL AGGRREGATE							\$			
PRODUCTS-COMP/OP AGG							\$			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea. accident)		\$	
BODILY INJURY (Per person)							\$			
BODILY INJURY (Per accident)							\$			
PROPERTY DAMAGE (Per accident)							\$			
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____						AUTO ONLY-EA		\$	
OTHER THAN EA							\$			
AUTO ONLY: AGG							\$			
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE			
AGGREGATE							\$			
							\$			
							\$			
							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS		OTHER	
E.L. EACH ACCIDENT							\$			
E.L. DISEASE-EA EMPLOYEE							\$			
E.L. DISEASE - POLICY LIMIT							\$			
	Professional Liability								\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS ADDITIONAL INSURED: The Town of Greenwich and Greenwich Board of Education are named as additional insured for Contract # _____. It is agreed by both parties to Contract No _____ that the Contractors insurance will be primary and non-contributory Town of Greenwich and Greenwich Board of Education for Contract # _____.										
CERTIFICATE HOLDER		x		ADDITIONAL INSURED; INSURER LETTER: ____			CANCELLATION			
Certificate Holder: Town of Greenwich & Board of Education 101 Field Point Road Greenwich, CT 06830				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS						
				AUTHORIZED REPRESENTATIVE						

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☐ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of **\$2,000,000** general aggregate, **\$1,000,000** per occurrence including:
 - ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of **\$1,000,000** combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☐ C. Excess Liability with minimum coverage of **\$5,000,000** in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☐ E. Professional Liability (for design and other professionals for Errors and Omissions) with minimum coverage of **\$1,000,000**. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Errors and Omissions.): with minimum coverage of **\$1,000,000**
- ☒ G. CERTIFICATE HOLDER: TOWN OF GREENWICH and GREENWICH BOARD OF EDUCATION, (also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich and Greenwich Board of Education is endorsed as an additional insured by having the appropriate box checked off and/or stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich and Greenwich Board of Education has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the board of Education and must be signed by the individual authorized representative who signed the Acord form. (See page __ for sample "Endorsement" letter).

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current Connecticut White List of the State of Connecticut Insurance Department.

CONFIDENTIALITY/DISCLOSURE

“Contractor” refers to all Bidders/Respondents submitting a bid/proposal.

The Town will afford due regard to the Contractor’s request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all

corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to FOIA.

If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Town will endeavor to keep said information confidential to the extent permitted by law. The Town, however, shall have no obligation to initiate, prosecute or defend any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Town, or any representative of the Town, be liable for the disclosure of any documents or information in its possession which the Town believes are required to be disclosed pursuant to FOIA or other requirements as mandated by policy/law.

Additionally, as per Section 1-210(b) of FOIA – Nothing in the Freedom of Information Act shall be construed to require the disclosure of:

(24) Responses to any request for proposals or bid solicitation issued by a public agency, responses by a public agency to any request for proposals or bid solicitation issued by a private entity, or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

GREENWICH PUBLIC SCHOOLS

REQUEST FOR PROPOSAL #2423-23 DEADLINE: 9/19/2023 AT 11:00 AM

**Printing Services
REPLY SHEET (Page 1of 2)**

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Greenwich Code of Ethics.

CODE OF ETHICS

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Greenwich employee or officer to violate the Town of Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract, and b) if an elected or appointed official or any person in the employ of the Town has a direct or indirect interest in Vendor or any supplier or Subcontractor expected to be involved with the contract, such person or entity is in compliance with the safe harbor procedures established by the Town of Greenwich Board of Ethics or has received an advisory from the Town's Board of Ethics with respect to such involvement.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

The Town of Greenwich Code of Ethics can be found at www.greenwichct.gov. Relevant provisions of the Town's Code of Ethics state:

Section 2. DEFINITIONS. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm, or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal, and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant, or member, elected or appointed, of any board, department, commission, committee, legislative body, or other agency of the Town. (4) Transaction shall mean and include the offer, sale, or furnishing of any real or personal property, material, supplies, or services by any person, directly or indirectly, as Vendor, prime contractor, subcontractor, or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

Section 3. GIFTS AND FAVORS. No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan, or promise that might influence the performance or nonperformance of his official duties.

Section 4. IMPROPER INFLUENCE. No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Code of Ethics statements contained herein and confirms compliance with the contents:

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

BIDDER'S COMPANY NAME: _____

GREENWICH PUBLIC SCHOOLS

REQUEST FOR PROPOSAL #2423-23 DEADLINE: 9/19/2023 AT 11:00 AM

Printing Services
REPLY SHEET (Page 2 of 2)

BIDDER INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ Corporate Seal ☐ Yes ☐ No

AWARD/CONTRACT SIGNATURE

The Bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if applicable) for this procurement:

**THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE
TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW.
YOU MUST BE ABLE TO SIGN THIS CONTRACT AND MEET
THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN
OF GREENWICH IN ORDER FOR YOUR PROPOSAL TO BE
CONSIDERED.**

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2023,
by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting
herein by the undersigned official, and _____ (hereinafter referred
to as "Contractor"), whose principal office is located at
_____, acting herein by
_____ its _____, hereunto duly authorized,

W I T N E S S E T H:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the
following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the parties agree as follows:

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. _____);
Exhibit A, Insurance Requirements & Certificate of Insurance (pp. _____);
Other exhibit(s) (yes/no) entitled _____ (pp. _____);
Other attachment(s) (yes/no) entitled _____ (pp. _____);
for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract

3. Any conflict between this Contract and any invitation to bid, request for proposal, exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides bid or response to request for proposal shall be resolved in favor of this Contract, with the for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before.

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefore, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies.

No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents.

Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town or Board of Education employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,

THE TOWN OF GREENWICH

BY: _____

Its: _____

THE CONTRACTOR

BY: _____

Its: _____

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town OF Greenwich and Greenwich Board of Education additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☐ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): _____.
- ☒ G. CERTIFICATE HOLDER: TOWN OF GREENWICH and GREENWICH BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich and The Greenwich Board of Education is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich and The Greenwich Board of Education has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter **must follow exactly** the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued

SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)
Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: _____

Town of Greenwich/Board of Education / **Contract 7391**

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich and The Greenwich Board of Education have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form
by the State of Connecticut Insurance Department.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE
	FIRE DAMAGE (Any one fire)				
	MED EXP (Any one person)				
	PERSONAL & ADV INJURY				
	GENERAL AGGRREGATE				
	PRODUCTS-COMP/OP AGG				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea. accident)
	BODILY INJURY (Per person)				
	BODILY INJURY (Per accident)				
	PROPERTY DAMAGE (Per accident)				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT
	OTHER THAN EA ACC				
	AUTO ONLY: AGG				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE
	AGGREGATE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU- <input type="checkbox"/> OTH- FR
	E.L. EACH ACCIDENT				
	E.L. DISEASE-EA EMPLOYEE				
	E.L. DISEASE - POLICY LIMIT				
	Professional Liability				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured: The Town of Greenwich and Greenwich Board of Education are named as additional insured for Contract # ____ It is agreed by both parties to Contract No ____ that the Contractors insurance will be primary and non-contributory

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
Certificate Holder: Town of Greenwich and Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

**Greenwich Public Schools Student Data Privacy Contract,
In compliance with P.A. 16-189, An Act Concerning Student Data Privacy**

AGREEMENT
Greenwich Public Schools Board of Education
And

This Agreement (“Agreement”) is entered into on this ____th day of ____, 202__, between the Greenwich Board of Education (the “Board”) and (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

Article I. Definitions. For purposes of this Agreement, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Public Act 16-189. “Education records” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Article II. Purpose of Agreement: The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):

Medical consultation

Special education consultation or audit

Academic program consultation or audit (non-special education)

Behavior intervention/Positive behavior intervention supports consultation or audit

Information technology consultation or audit

Student data storage, maintenance, collection and/or analysis

Other (explain): _____

Article III. General Provisions

- A. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- B. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
- C. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- D. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy, **5125**.

Article IV. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- B. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.
- C. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board. The contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data.
- D. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
- E. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any student data covered under this Agreement to its successor.

Article VI. Data Breaches

A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to ***records@greenwich.k12.ct.us*** and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
2. Names of student(s) whose student data was released, disclosed or acquired;
3. The nature and extent of the breach;

4. The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

D. Notwithstanding the breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor's notice of breach to a student or parent or guardian of a student:

1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
2. Date and time of the breach.

Article VIII. Choice of Law, Choice of Forum, Merger, Severability

A. **Choice of Law.** The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.

B. **Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.

C. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

D. **Severability.** A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

This Agreement is effective upon execution by both parties and shall continue until *The 30th of June which commences after the execution of this agreement.*

Dr. Toni Jones

Superintendent of Schools

GREENWICH BOARD OF EDUCATION

Date

Date