

# **Valley Central School District**

## **REQUEST FOR PROPOSALS FOR SECURITY OFFICER SERVICES**

**Release Date: June 16, 2023**

**Valley Central School District Assistant  
School Business Official  
944 State Route 17K  
Montgomery, N.Y. 12549  
(845) 457-2400**

## I. OVERVIEW

The Valley Central School District (hereafter “the District”) is seeking proposals from security firms (hereafter “the firm”) to provide unarmed security officer services. The specifications included herein, as well as the awarded bidder’s proposal, will represent the Agreement between the District and the security firm.

To be considered, a proposal must be received by Brad Conklin, School Business Official, by **10:00 A.M.** on **July 12, 2023**.

## II. SCOPE / SPECIFICATIONS OF SERVICES

### *A. Term*

The District is soliciting the services of qualified security firms to provide security officer services for a one-year term beginning with the 2023-24 school year (July 1, 2023 through June 30, 2024). At the discretion of the Board of Education, these services **may** be renewed for four additional one-year periods with an annual increase of the lesser of 2% or CPI (based May to May CPI index). The firm agrees that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the Valley Central School District.

### *B. Scope / Specifications of Work to be Performed*

The firm shall furnish all supervision, labor, materials, equipment, tools, supplies, incidentals, duties and services of every kind necessary for proper security officer services. The firm shall pay all fees, incur all expenses, and secure all permits necessary to complete the work in every respect. The scope of the work includes, but is not limited to the following:

1. Security Officer Services, as needed, at the following schools on school days and conference days, as per the District calendar. The number of security officers and their time requirement is anticipated to be:
  - o Valley Central High School
    - Two security officers covering 5:00 a.m. to 1:00 pm. (8 hours).
    - Two security officers covering 7:00 a.m. to 3:00 p.m. (8 hours).
    - Two security officers covering 3:00 p.m. to 9:00 p.m. (6 hours).
    - One security officer, as needed. for events including weekends; hours will vary between the hours of 8:00 a.m. to 9:00 p.m. (Floater).
  - o Valley Central Middle School
    - Two security officers covering 8:00 a.m. to 4:00 p.m. (8 hours).
    - Two security officers covering 4:00 p.m. to 9:00 p.m. (5 hours).
    - One security officer, as needed, for events including weekends; hours will vary between the hours of 8:00 a.m. to 9:00 p.m. (Floater).

2. Security Officer Services, as needed at District sponsored events (i.e., sporting events, extracurricular activities, summer school, etc.).
3. The firm must maintain an incident/activity log on a daily basis and submit a written, legible report on such incidents/activity monthly to the Director of Safety and Emergency Preparedness no later than the 15<sup>th</sup> day of the subsequent month.
4. The proposal should contain pricing information that is all-inclusive, encompassing all direct and indirect costs, including all of the firm's out-of-pocket expenses.
5. The District shall not be responsible for bidders' expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.
6. The Superintendent has the authority select/remove security officers.

### ***C. Payment***

1. Undisputed payments shall be made in accordance with the District's internal auditing procedures, and paid no later than thirty (30) days after the date the invoice is received.
2. Invoices for payment shall be submitted on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the specified period.
3. The District shall not be responsible for payment on days when the District's schools are closed (i.e., snow days, emergency closings).

### ***D. Insurance Requirements***

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to Conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create additional vulnerability and costs for the District.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - c. Additional insured status shall be provided by standard or other endorsements

that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. a. The certificate of insurance must describe the services provided by the security firms that are covered by the liability policies.
- b. At the District's request, the security firm shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the security firm will provide a copy of the policy endorsements and forms.
4. The professional consultant/security firm agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**
    - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
    - \$2,000,000 Products and Completed Operations
    - \$1,000,000 Personal and Advertising Injury
    - \$1,000,000 Sexual Misconduct and Assault
    - \$100,000 Fire Damage
    - \$10,000 Medical Expense

**Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.**

The policy shall include coverage for assault and battery, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all security-related services rendered to the District by the contractor, including but not limited to armed security guards.

#### **Security Professional Liability**

If coverage for security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy. Limits for this coverage are: \$2,000,000 per occurrence/\$2,000,000 aggregate for the acts of the security officer performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

#### **b. Automobile Liability**

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

#### **c. Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) 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 person seeking an exemption must file

aCE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

**d. Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for **Unarmed Security Guard Firms**. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Security Professional Liability coverages

6. The security firm acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the District. The security firm is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of service. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

***E. Early Termination***

If the successful proposer fails to perform in accordance with said agreement, the District reserves the right to cancel the agreement and purchase the balance of the services from other sources, with the awarded bidder responsible to the District for any cost in excess of their proposed/awarded fee. Such notification will be provided to the firm via certified mail.

The District reserves the right to cancel the agreement, without cause, upon thirty (30) days written notice to the awarded bidder. If the agreement is canceled, the District shall be liable only for payment in accordance with the payment provisions of the agreement for services rendered prior to the effective date of cancellation.

***F. Indemnification/Hold Harmless***

The successful proposer (“Vendor”) agrees to defend, indemnify and hold harmless the District, their officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its offices, directors, agents or employees in relation to the performance of the Contract, to the maximum extent permitted by law.

***G. Miscellaneous***

The agreement shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the agreement or performance of the work shall be commenced and maintained in Supreme Court, Orange County, or the United State District Court, Southern District of New York, if applicable.

### **III. DESCRIPTION OF THE SCHOOL DISTRICT**

***A. Contact Persons***

The firm's principal contact with the Valley Central School District will be the School Business Official, Brad Conklin (845-457-2400 ext. 18122).

## ***B. Background Information***

The fiscal year of the District is July 1 through June 30.

The District provides educational services from kindergarten through the twelfth grade. The District, located in Orange County in the State of New York, is approximately 60 miles north of New York City. The District has a student population of approximately 4,200. The District has five elementary schools, one middle school, one high school and the Alternative Learning Center at Maybrook. The District has approximately 950 full and part-time employees. The District is governed by seven Board of Education members. The Central Administration is comprised of the Superintendent of Schools, School Business Official, Assistant Superintendent for Curriculum and Instruction, Director of Pupil Personnel Services, Assistant Superintendent of Human Resources Director of Buildings and Grounds, Director of Safety and Emergency Preparedness, Director of Food Services and Athletic Director. The HighSchool has a principal and three assistant principals.

## **IV. TIME REQUIREMENTS**

### ***A. Proposal Calendar***

The following is a list of key dates up to and including the date proposals are to besubmitted:

- Request for proposals issued June 16, 2023
- Due date for proposals July 12, 2023 (by 10:00 am)

## **V. PROPOSAL REQUIREMENTS**

Security firms wishing to submit proposals to the District must include the following:

- A statement of the fees the firm intends to charge the District asoutlined on the attached submittal Schedule #2.
- Provide the names and resumes of all principal, supervisory and management staff to be assigned to the Valley Central School District. The firm should also provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific security officers to be assigned to the Valley Central School District.
- Provide the names of all current and former school district clients, with information on the number of years of service to each, along with the names and telephone numbers of contact persons in eachdistrict (see attached Schedule #1).
- Provide the name, address, and phone number of the individual(s)that will assume responsibility for these security officer services.
- Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
- A signed statement of non-collusion and Iran Divestment Act Certification (see attached forms).

- Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm.
- Completion of attached Appendix A – “Work Requirement/Experience Checklist.”

**Rates for Additional Security Services:** If it should become necessary for the District to request the security firm to render any additional services to either supplement the services requested in this request for proposals or to perform additional services, all such services shall be performed at the same rates set forth in the schedule of fees included in the proposal.

Each firm shall submit an original proposal to the following address:

Brad Conklin  
School Business Official  
Valley Central School District  
944 State Route 17K  
Montgomery, New York 12549

The sealed envelope shall be labeled: “Security Officer Services Proposal.”

All proposals must be received no later than **10:00 A.M. on July 12, 2023**, Eastern Standard Time (EST). Late proposals will not be opened and will be returned to the sender.

## **VI. EVALUATION PROCEDURES**

Proposal evaluation criteria will include, but not be limited to:

- Expertise and Experience – Experience of firm, size and experience of staff, educational background, specialized skills, and expertise working with NYS school districts.
- Price – Cost will be a consideration, but will not be the primary factor in the selection of a security firm.

The District reserves the right without prejudice to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, or to select a proposal other than that of the firm offering the lowest price to the District.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted.

**SCHEDULE #1: CLIENT REFERENCE LIST**

School District / Company Name

Years of Service

Contact Person

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**SCHEDULE #2:**

**SCHEDULE OF FEES – July 1, 2023 through June 30, 2024**

Hourly Rate: \$ \_\_\_\_\_  
(Monday through Sunday)

At the discretion of the Board of Education, these services **may** be renewed for four additional one year periods with an annual increase of the lesser of 2% or CPI (based May to May CPI index).

NOTE – wages paid under this agreement must comply with NYS Department of Labor Prevailing Wage regulations (see attached).



**SCHEDULE #3: FIRM CONTACT**

The following individual(s) is responsible for this proposal and any services awarded.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### Work Requirement / Experience Checklist

Work Requirement / Experience	Yes	No	Reference / Source	Comments
All employees have a complete criminal background check with a clean record.				
All employees have fingerprint clearance as per State Education Department regulations.*				
All security officers are subject to random drug testing. *				
All employees assigned to the District are A.E.D. trained.*				
All employees assigned to the District are CPR certified. *				
All security officers assigned to the District have a minimum of 2 years of experience as a present or former law enforcement and/or military experience. *				
Firm has experience working in a high school setting with a minimum of 500 students.				
Firm has experience working in a middle school with a minimum of 500 students.				
All security officers assigned to the District have peer mediation or conflict resolution certification. *				

Work Requirement / Experience	Yes	No	Reference / Source	Comments
Firm has provided safety and security training to school staff and students. List classes taught and target audience.				
All security officers assigned to the District have experience with interviewing students.				
All security officers assigned to the District have experience with crowd control.				
All security officers assigned to the District have experience monitoring hallways, stairways, cafeterias/eating areas, restrooms, parking lots, school grounds and traffic control.				
All security officers assigned to the District have experience with bringing safety concerns in the buildings immediately to an administrator / building principal.				
All security officers assigned to the District have experience in responding effectively to requests from District personnel for assistance with sick, injured, or disruptive students and staff.				
All security officers assigned to the District have experience with providing training on how to safely stop an altercation, when requested.				
All security officers assigned to the District have experience with providing training on how to identify an intruder and what to do when finding an intruder, when requested				

Work Requirement / Experience	Yes	No	Reference / Source	Comments
All security officers assigned to the District have experience working with building and District administration on fire drills, evacuation drills, and any other drill.				
All security officers assigned to the District have experience maintaining a lock down when requested by the building or District administration.				
All security officers assigned to the District have experience and provided guidance for emergency vehicles ordered for or on route to District facilities.				
All security officers assigned to the District have experience with reporting any damage / graffiti to District facilities to the appropriate District administration.				
The security firm is licensed with the NYS Department of State – Division of Licensing Services as a Watch Guard and Patrol Agency. *				
All security officers assigned to the District must be licensed with the NYS Department of State – Division of Licensing Services as a security guard. *				

**\* Appropriate documentation must be provided with your proposal.**

**BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS**

Firm Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid/Proposal \_\_\_\_\_

I. General Bid Certification

The bidder certifies that s/he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that s/he is complying with Section 103-d of the General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is 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 bidder and affirmed by such bidder as true under the penalties of perjury;

(a) 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 his/her knowledge and belief:

- (1) The prices in this bid 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 bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PRINTED NAME/TITLE

## IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law(SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a (3), the Prohibited Entities List may be found at the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder 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 Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Cornwall Central School District (“District”) may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person 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 that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PRINTED NAME/TITLE

## EDUCATION LAW 2-D RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to Protected Data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Vendor is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between Saugerties Central School District and Vendor to the contrary, Vendor agrees as follows:

### **1. Confidential Information**

1.1 Vendor agrees that in performing the Agreement with the District, Vendor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Rider and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Vendor or developed or maintained by Vendor through any activity related to the Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d).

1.2 Vendor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder, and relevant District policies. In addition, Vendor agrees to comply with any changes in Section 2-d, the Commissioner's regulations and relevant District policy that may be amended or modified during the term of the Agreement.

1.3 Upon expiration of the Agreement to which this Rider applies, without a successor agreement in place, Vendor shall assist the District in exporting all student, teacher and/or principal data previously received by Vendor from, or developed on behalf of, the District, and Vendor shall, at the request of the District, either securely delete any student, teacher and/or principal data remaining in Vendor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Vendor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Vendor in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Agreement.

### **2. Challenges to Data**

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Vendor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

### **3. Training**

Vendor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

### **4. Use/Disclosure of Data**

4.1 Vendor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Vendor pursuant to the Agreement or developed by Vendor to fulfill its responsibilities pursuant to the Agreement.

4.2 Vendor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Vendor to perform the duties and services required under the Agreement. Such services are related to the security services provided by Vendor. Vendor shall not collect or use educational records of the District or any student, teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Rider or the Agreement.

4.3 Vendor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District.

**5. Vendor's Additional Obligations under Section 2-d and this Rider**

Vendor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- comply with and incorporate, as required Education Law § 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District,
- store all data transferred to Vendor pursuant to the Agreement by the District, in an electronic format on systems maintained by Vendor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Vendor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Agreement;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Vendor using the information to carry out Vendor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST (National Institute of Standards and Technology) Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Vendor from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Vendor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes as a result of the security breach or unauthorized release. Vendor further acknowledges and understands that Vendor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Rider may, at the sole discretion of the Contractor, result in the Contractor immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Rider and with the "Parents' Bill of Rights for Data Privacy and Security."

_____ DATE	_____ SIGNATURE
_____ BUSINESS NAME	_____ PRINTED NAME/TITLE