

**YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701**

**ACADEMIC PROFESSIONAL SERVICES AGREEMENT
("Agreement")**

THIS AGREEMENT, made the _____ day of _____, 2025

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

_____, a corporation having an office and place of business at _____;
Federal ID No.: _____ (the "Consultant").
Contact:
Email:
Phone:

WITNESSETH:

WHEREAS, the School District desires to obtain the services of Consultant (each known as a "Party" or collectively the "Parties") to provide professional and/or technical services to the School District; and

WHEREAS, Consultant desires to provide such services for the compensation and on the terms herein provided; and

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers (the "City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties agree as follows:

1. Description of Services. The Consultant shall provide the following services:

_____ for the 2025-2026 school year ("Services") as more fully set forth in Schedule "A," which is attached hereto and incorporated herein by reference. All Services shall be provided under the direction of the School District

Superintendent and/or his/her designee(s), and all Services shall be carried out by the Consultant in accordance with current industry standards and/or trade practices. In the event the School District determines that it is necessary for Consultant to deliver Services remotely via a web-based platform, Consultant agrees and acknowledges that it will be prepared to do so upon twenty-four (24) hours' notice from the School District.

2. Performance. The Consultant further agrees that it shall participate in the measurement of its performance under this Agreement, as follows: the Consultant shall be in continuous communication with the School District's authorized designee, in reporting on its ongoing progress toward completing the work, as the School District may request, and shall immediately inform the School District in writing of any cause for delay in the performance of its obligations under this Agreement; and if requested, within (30) days of the expiration of each quarter (or such other timeframe as may be specified by the School District), Consultant shall provide the School District with detailed written reports, in a form to be specified by the School District outlining the Consultant's accomplishment of the work in that quarter in order to enable the School District to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the School District for those purposes to date and shall provide any other information which the Corporation Counsel may, in his/her discretion, deem necessary and appropriate in furtherance hereof.

3. Term. The term of this Agreement shall commence _____ and terminate on _____. This Agreement shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the Board of Education School District, and/or the BOCS, if required.

4. Payment. For the Services to be performed pursuant to Paragraph "1" of this Agreement, Consultant shall be paid an amount not-to-exceed _____ and 00/100 U.S. DOLLARS (\$_____) per term, at the rate more fully described in Schedule "B" payable according to the terms described below. It is acknowledged and agreed that no charge will be allowed for federal, state, municipal, sales and excise taxes and compensating use taxes under existing law. The compensation shall be net and not include the amount of any such tax and it is expressly understood that all monetary amounts referred to in this Agreement are in USD (US Dollars). An exemption certificate is available upon request.

Where applicable and in accordance with NYS Education Law, this agreement is subject to the approval of the Commissioner of Education and that, only where applicable, that this agreement shall be deemed executory to the extent of the moneys available to the City and/or School District therefor and no liability on account thereof shall be incurred by the City and/or School District beyond the moneys available for the purpose thereof.

No guarantee, promise or representation of any minimum amount of work has been given nor is to be inferred from this Agreement. You hereby waive any claims to lost or anticipated profits based on the School District's failure to utilize your services to the full amount authorized to be expended under the Agreement.

To receive payments for Work completed, Consultant shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the School District's representative and the Accounts Payable Department (AccountsPayable@yonkersny.gov), which will be paid within 30 to 60 calendar days of receipt, subject to compliance with the terms hereof. In the event that the Consultant fails to submit timely invoices to the School District, the School District reserves the right to withhold payment to Consultant. Additionally, any invoices received after the termination of this Agreement will not be considered for payment. The School District shall have no obligation to process or pay any invoices received after the Agreement term has lapsed.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The School District shall retain the right, upon the occurrence of the release of any proposed School District, City and/or State budget and/or the adoption thereof or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Consultant, then this Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total payment to this Consultant exceed the not-to-exceed amount set forth above.

If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process.

5. Medicaid Compliance (when Services are subject to Medicaid reimbursement).

- a. Exclusion from Health Care Programs. The Consultant represents and warrants that it has never been excluded from participation in any state or federal health care program, including, but not limited to, Medicare and Medicaid.
- b. Assignment of Consultant's Claims. Consultant hereby assigns to the School District all claims for payment for services rendered by Consultant under this Agreement. The School District and Consultant agree that only the School District shall bill and receive any fees or charges for such services, which fees and charges shall accrue to the School District. Consultant shall not be entitled to and shall not seek any compensation or benefits from the School District's students, their insurers or any other source, other than compensation provided by the School District under this Agreement. Consultant shall promptly remit to the School District any payments Consultant receives from students or third party payers for services Consultant renders hereunder.
- c. Medicaid Billing. The School District shall provide or arrange for the provision of all billing, collection and related accounting services required in connection with the provision

of Consultant's services hereunder. Consultant shall provide the School District with all information about services rendered in such form and substance as is required for School District to bill and collect for the services provided by Consultant hereunder. Consultant covenants and agrees that upon request of School District, Consultant will cooperate with School District and provide such additional information and documentation as may be reasonably requested by School District to allow School District to bill and collect for the services provided by Consultant hereunder.

- d. Corporate Compliance. Consultant understands and acknowledges that the School District has a corporate compliance plan (the "Plan") and that the School District promotes a compliance attitude with a culture that seeks to foster the prevention, detection and resolution of instances of misconduct. A copy of the Plan is available on the School District's website. In furtherance thereof, Consultant shall comply with the Plan throughout the term of this Agreement. Consultant shall immediately notify the School District's compliance officer of any violation of applicable law, regulation, third party payor requirement or breach of the Plan of which Consultant becomes aware during the term of the Agreement.

In addition, Consultant hereby covenants and agrees that it has received, and that it will continue to receive throughout the term of this Agreement, annual compliance program training. Such compliance program training shall include, but not be limited to, mandatory reporting obligations to the School District's compliance officer, an overview of the fraud, waste and abuse laws, medical necessity determinations, quality of care standards and whistleblower protections.

6. Compliance with Laws. The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:

- All School District practices, procedures, and policies (available at: <https://www.yonkerspublicschools.org/Page/39313>);
- New York State Education Law and New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Consultant is responsible for all NYSED compliance filings, if any;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- The Health Insurance Portability and Accountability Act ("HIPAA");
- The requirements of New York Education Law § 2-d and any and all applicable regulations including 8 NYCRR Part 121;
- New York State Technology Law § 208;
- The SHIELD Act (Ch. 117 of the Laws of 2019);
- All labor law requirements, including without limitation, prevailing wage, posting, training, payroll, filings;
- The City's and the State of New York's civil rights ordinances;
- Title VI of the Civil Rights Act of 1964 as amended;
- Title VII of the Civil Rights Act of 1968 as amended;
- Section 109 of Title I of the Housing and Community Development Act of 1974;
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990;

- The Age Discrimination Act of 1976;
- Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 41 CFR § 60-1.4;
- The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
- The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); and
- 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;

Consultant and any sub-Consultants and/or employees shall obtain and hold in good-standing all necessary licenses, permits, and/or approvals required to comply with all laws, codes, or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits, and approvals for the School District upon request.

7. Confidential Information. Consultant understands that in performing this Agreement he/she/it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Consultant may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Consultant through any activity related to this Agreement. Consultant agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Consultant agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, Consultant further agrees, to the extent applicable:

- To comply with and execute the School District's Parents' Bill of Rights required by New York State Education Law Section 2-d and the Supplemental Information for Contracts That Utilize Personally Identifiable Information (annexed hereto and fully-incorporated herein as Schedule "D");
- Not to sell or release a student's personally identifiable information for any commercial purposes;
- Not to use the education records of the School District or any student, teacher and/or principal data of the School District, as those terms are defined in Education Law Section 2-d, for any purpose other than those explicitly authorized in this Agreement;
- To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the School District while in motion or in the custody of Consultant from

unauthorized disclosure;

e. To limit internal access within Consultant to the education records of the School District as well as to the student, teacher and/or principal data of the School District to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;

f. To not disclose any personally identifiable information to any other party, unless:

- (1) prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or
- (2) the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of the School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

g. To safely store any data concerning the students, teachers and/or principals of the School District, in accordance herewith;

h. To immediately notify the School District in the event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;

i. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Consultant; and

k. Upon termination of this Agreement, Consultant will destroy all such data to the School District and will advise School District as to the means chosen.

8. Confidentiality Training. Consultant acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students, as well as its teachers and principals. Consultant represents and warrants that any officers, employees or agents of Consultant, who will have access to student, teacher and/or principal data of the School District, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.

9. Grant Funding. In the event grant funding is provided hereunder, Consultant acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Consultant agrees to, and will cause any sub-Consultants or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Consultant further agrees to supply such information and reports as the City or School District may request. Consultant will prepare any necessary waiver requests. Consultant will, upon request, provide access to the City or School District or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Consultant necessary to review Consultant's compliance. Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by

reference. Consultant hereby certifies that neither it, nor its sub-Consultant(s), are not debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

10. Audit Rights. Prior to the making of any payments hereunder, the School District may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The School District will not withhold payment pursuant to this paragraph for more than thirty (30) calendar days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the School District shall find cause to withhold payment in the course of such audit or if the Consultant fails to cooperate with such audit. The School District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

It is recognized and understood by the Consultant that as part of the School District's right to audit the Consultant to substantiate the basis for payment, the School District has the right to audit the performance of the terms of this Agreement by the Consultant, including without limitation, to make site visits in order to review Consultant's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

11. Insurance and Indemnification. The Consultant agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the School District, Yonkers Board of Education, and the City as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Schedule entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Schedule "C." In addition to, and not in limitation of the foregoing, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or the City, the Consultant shall defend, indemnify and hold harmless the School District, Yonkers Board of Education and the City, and their respective officers, employees, departments, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Consultant or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) The Consultant further agrees to give immediate written notice to the School District as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Agreement.

12. Termination. (a) The School District, upon three (3) calendar days' notice to the Consultant, may terminate this Agreement in whole or in part when the School District deems it to be in its best interest. In such event, Consultant shall be compensated and the School District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates as specified in the Agreement. Upon receipt of notice that the School District is terminating this Agreement in its best interests, Consultant shall stop work immediately and incur no further costs in furtherance hereof without the express approval of the Corporation Counsel, and Consultant shall direct sub-Consultants, if any, to do the same.

In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such services rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the School District determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for ten (10) calendar days after service on the Consultant of written notice thereof, the School District, in addition to any other right or remedy it might have, may terminate this Agreement and the School District shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Consultant. The School District, in its sole discretion, may agree to stay any such enforcement beyond such ten (10) calendar day period, provided however that the School District determines that the Consultant is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to Consultant, repeated breaches by Consultant of duties or obligations under this Contract shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

13. Remedies. It is acknowledged and agreed that the School District reserves the right to seek all available remedies, whether provided by law, equity, statute or otherwise, including, but not limited to, damages, reasonable attorneys' fees, disbursements and court costs in such amounts as shall be allowed by the court. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that maybe available.

The foregoing rights are in addition to, and not in limitation of, any other provision hereof and will survive termination or other cancellation of this Agreement.

14. Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight

courier or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the School District:

Yonkers City School District
Attn.: Superintendent of Schools
One Larkin Center, Fourth Floor
Yonkers, New York 10701

With copies to:

Office of the Corporation Counsel
One Larkin Center, Fourth Floor
Yonkers, New York 10701

To the Consultant: see address of Consultant on Page 1 of this Agreement.

15. Executive Order No. 6-2013. In order to be in compliance with the Executive Order, the Consultant hereby represents that it, nor any of its principals, have outstanding taxes owed to the City of Yonkers or judgments pending against them, which would render them a “delinquent Consultant” under said Executive Order.

16. Conflict of Interest. The Consultant shall use all reasonable means to avoid any conflict of interest with the School District and/or the City of Yonkers and shall immediately notify the School District and the City in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

17. Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, State of New York. The parties hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.

18. Compliance with Laws. Any term or condition required by law to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference.

19. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and

enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted or breached this Agreement for failure or delay in performing any obligation under this Agreement to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including, but not limited to: embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts, or other labor disturbances, pandemics, fire, earthquakes, floods, or other acts of God. The affected Party will notify the other Party of such force majeure circumstances as soon as reasonably practical, and will promptly undertake all reasonable efforts necessary to cure such force majeure circumstances and resume performance of its obligations hereunder.

21. Independent Consultant Status. The Consultant and the School District and City agree that the Consultant and its officers, employees, agents, Consultants, sub-Consultants and/or sub-consultants are independent Consultants and not employees of the School District and/or City or any department, agency or unit thereof. In accordance with their status as independent Consultants, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, Consultants, sub-Consultants and/or Consultants will hold themselves out as, or claim to be, officers or employees of the School District and/or the City or any department, agency or unit thereof.

22. Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, it is acknowledged and agreed that in accordance with the IMA, the City may enforce the terms of this Agreement and is hereby deemed an express third party beneficiary hereunder.

23. Intellectual Property. All records or recorded data of any kind compiled by the Consultant completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the School District. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the School District. The School District shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the School District. Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” Consultant hereby assigns to the School District all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the School District to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the School District, if required, in perfecting these rights. The Consultant shall provide the School District with at least one copy of each deliverable.

24. MWBE. Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City and School District to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City and School District. Attached hereto and forming a part hereof as Schedule “E” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule “E,” as part of this Agreement.

25. MacBride Principles. Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no City or School District procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “F” Certification Regarding Business Dealings with Northern Ireland. Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule “F”.

26. Vendor Background Questionnaire (“VBQ”). The Consultant represents that it has completed and submitted, with this Agreement, the VBQ, which is attached hereto as Schedule “G.” In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify the School District in writing within ten (10) business days of such event. The Consultant shall also have each approved sub-Consultant complete this questionnaire and shall advise the sub-Consultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the School District.

27. Iranian Divestment Act. As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete Schedule “H”, an executed certificate of compliance with the Iran Divestment Act signed by the Consultant or one of its officers as required by the General Municipal Law Sec. 103-g.

28. Title VI Compliance. In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (the “Civil Rights Act”), 42 U.S.C. § 2000d *et seq.*, 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin; 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation (“DOT”)-Effectuation of Title VI of the Civil Rights Act*); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act), the School District hereby notifies all bidders/Consultants that it will affirmatively ensure that any contract entered into will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Consultant hereby agrees to complete Schedule “I,” an executed Bid Addendum for projects receiving any Federal Financial Assistance, including grant funding.

29. Data Sharing. In accordance with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99), and all other applicable Federal, state, and local laws, the Consultant hereby agrees to complete and abide with the terms of the Data Sharing Agreement annexed hereto as Schedule “J,” which is fully incorporated herein by reference.

30. Executive Order No. 16. In accordance with Executive Order No. 16, the Consultant hereby agrees to complete the annexed Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Business Conducting Business in Russia annexed hereto as Schedule “K,” which is fully incorporated herein by reference.

31. Entire Agreement/Order of Precedence. The Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. In the event of any conflict between the terms of this Agreement and any terms in any of the attached Schedules, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

32. Assignment. In accordance with General Municipal Law § 109, the Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of work under this Agreement without the prior express written consent of the School District is void abinitio. Consultant shall cause its sub-Consultant(s), if any, to comply with the terms hereof. See General Municipal Law § 109.

33. Transportation. Should the services described in this Agreement require transportation of School District students to any destination, Consultant shall not transport any students until the School District has approved the request. The School District’s criteria for authorizing the transportation vendor shall include, but is not limited to, satisfactory insurance coverage, sufficient bonding, and compliance with New York state law and regulations.

34. Hiring of School District Employees. Consultant hereby agrees that it will immediately disclose to the School District if any of Consultant’s employees, officers, owners, partners, shareholders, trustees, officials, agents, sub-Consultants, independent Consultants or any other affiliated persons with the Consultant are also employees of the School District. Consultant shall notify the School District in writing on three (3) calendar days’ notice if it desires or otherwise intends to hire or employ a School District employee. Consultant agrees to not to hire or employ any School District employee unless the prior written consent of the School District is received prior to the hiring of any School District employee. In the event Consultant receives the School District’s permission to hire a School District employee, it is hereby agreed that the School District reserves the right to inspect and/or audit any and all of Consultant’s employment records that pertain to the School District employee that the Consultant hires. School District shall provide no less than three (3) calendar days’ notice to Consultant prior to requesting an

inspection of said records. Failure to immediately disclose the information contained in this paragraph will be considered a material breach of this Agreement.

35. Waiver. Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.

36. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

37. Enforceability. Consultant acknowledges and agrees that all rights granted to the School District under the agreement are likewise deemed granted to the City of Yonkers. The City of Yonkers may enforce the terms of the agreement to the same extent as the School District. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Agreement may be signed electronically and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the School District and the Consultant have caused this Agreement to be executed.

SCHOOL DISTRICT

By: _____
Name: Mr. Anibal Soler, Jr.
Title: Superintendent
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Dr. Rosalba Corrado Del Vecchio
Title: President of the Board
Date: _____

Sworn to before me this _____ day of
_____ 2025.

Notary Public

APPROVED AS TO FORM:

Yonkers Associate Corporation Counsel

DATE BOE APPROVAL: _____

DATE BOCS APPROVAL: _____

BUYER: _____

CERTIFICATE OF AUTHORITY
(INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER :SS.:
CITY OF _____)

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE “A”
SCOPE OF SERVICES

SCHEDULE “B”
COST PROPOSAL

Schedule “C”
STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Consultant shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the “City”), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing (“Director”). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Consultant shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

All property losses shall be made payable to the “City of Yonkers” and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Consultant's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required

for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Consultant and Sub-Consultant.
 - iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

- f) Where professional services are to be performed under this Agreement, the Consultant shall carry Professional Liability insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to the School District and City.

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

SCHEDULE “D”

Yonkers City School District

Parents’ Bill of Rights for Data Privacy and Security

The Yonkers City School District is dedicated and committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York State Education Law Section 2-d, the Yonkers Public School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians. New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act (“FERPA”) protect the confidentiality of personally identifiable information. The following is the Yonkers Public Schools Bill of Rights for Data Privacy and Security.

The Yonkers City School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (“PII”) in educational records from unauthorized access or disclosure in accordance with both State and Federal law. The Yonkers City School District establishes the following parental bill of rights:

1. Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

2. A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the district or any third party Consultant. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy.

3. Parents have the right to inspect and review the complete contents of their child's education record.

4. State and federal laws, such as New York State Education Law § 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students’ PII. Safeguards associated with industry standard and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

5. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to:

Deputy Superintendent, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.

b. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov.data-privacy-security> , by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, EB 152, Albany, New York 12234 or by email to privacy@mail.nysed.gov or by telephone at (518) 474-0937.

7. Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student’s PII occurs.

8. Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency’s policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

9. In the event that the District engages a third party provider to deliver student educational services, the Consultant or subcontractors will be obligated to adhere to State and Federal Laws to

safeguard student PII. Parents can request information about third party Consultants by contacting Deputy Superintendent, Division of Teaching and learning, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.

New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available online through <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> for public review online. You may obtain a copy by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany NY 12234.

10. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract Yonkers Public schools enters into with a third party Consultant shall include the following supplemental information:

- a. the exclusive purposes for which the student, principal or teacher data will be used;
- b. how the third party Consultant will share the student, principal or teacher data with, if any, will abide by data protection and security requirements;
- c. When the agreement expires and what happens to the student, teacher, or principal data upon expiration of the agreement;
- d. If and how a parent/guardian, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher/principal data that is collected; and
- e. Where the student, teacher, or principal data will be stored (described in such a manner to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Yonkers Public Schools Parents' Bill of Rights for Data Privacy and Security reflects information available as of this document's creation. The District Bill of Rights is subject to revision and is projected for revision in accordance with further guidance received, including guidance through NYSED. Additional information is available on the New York State Education Department website. http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_1.pdf.

Acknowledged and agreed to:

(Legal Name of Person, Firm or Corporation)

By: _____

(signature)

Schedule “D” (continued)

YONKERS PUBLIC SCHOOLS

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to New York Education Law § 2-d and § 121.3 of the Commissioner’s Regulations, the Educational Agency (“EA”) is required to post information to its website about its contracts with third-party contractors/consultants that will, or may, receive personally identifiable information (“PII”).

Name of Contractor/Consultant	
Description of the purpose(s) for which Contractor/Consultant will receive/access PII.	
Type of PII that Contractor/Consultant will receive/access	
Contract Term	As set forth in the Agreement.
Subcontractor written Agreement requirement	<p>Contractor/consultant will not utilize subcontractors without a written contract that requires subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor/consultant by state and federal laws and regulations and the Agreement (check the applicable option):</p> <ul style="list-style-type: none">• <input type="checkbox"/> Contractor/consultant will not utilize subcontractors*• <input type="checkbox"/> Contractor/consultant will utilize subcontractors <p>*While subcontractors have not yet been contracted for this Agreement, in the event subcontractors are subsequently engaged, contractor/consultant acknowledges that it will comply with the above requirements contained herein and throughout the Agreement.</p>
Data Transition and Secure Destruction	<p>Upon termination of the Agreement, Contractor/consultant shall:</p> <ul style="list-style-type: none">• Securely delete data in accordance with NIST 800-88r1
Challenges to Data Accuracy	Parents, guardians, teachers, and/or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a

	<p>correction to data is deemed necessary, the School District will notify the Contractor/consultant. Contractor/consultant agrees to facilitate such corrections within thirty (30) days of receiving the School District's written request.</p>
<p>Secure Storage and Data Security</p>	<p>Please describe, in detail, where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party; • <input type="checkbox"/> Using a contractor/consultant owned and hosted solution; • <input type="checkbox"/> Other (please explain and describe how data security risks will be mitigated in a manner that does not compromise the security of the data:
<p>Encryption</p>	<p>Please describe how the data will be encrypted while in motion and/or at rest:</p>

[signature page to follow]

I acknowledge and agree that the terms of this Bill of Rights for Data Privacy and Security Supplemental Information for Contracts that utilize personally identifiable information will be deemed incorporated by reference into any agreement entered into between the Consultant and the School District.

Agreed to:

Name:

Title:

Date:

Sworn to before me this _____ day of

_____, 20__

Notary Public

SCHEDULE "E"
Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Parts 140-150 or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- ☐ No
- ☐ Yes (as a business owned and controlled by persons of color)
- ☐ Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- ☐ No
- ☐ Yes (as a MBE)
- ☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- ☐ Yes
- ☐ No

6. Name of Firm/Business Enterprise:

Address:

Completed By (Print Name/Title):

Signature:

SCHEDULE “F”

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Consultant and any individual or legal entity in which the Consultant holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Consultant (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Consultant agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the City receives information that the Consultant is in violation of paragraph “A”, the City shall review such information and give the Consultant opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Consultant in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another Consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Consultant plus any reasonable

costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

(Legal Name of Person, Firm or Corporation)

By: _____
(Signature of Authorized Representative)

(Title)

Dated: _____

SWORN to before me this _____ day
of _____, 20__

Notary Public

SCHEDULE "G"

VENDOR BACKGROUND QUESTIONNAIRE

This questionnaire has been developed to collect information from vendors/Consultants wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers **must be typewritten or printed in black or blue ink**. If you need more space to answer a question, **type or print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal **being rejected as non-responsive and, therefore, ineligible for award**.

GENERAL INFORMATION Initial Application: YES ☐ NO ☐ Revision: YES ☐ NO ☐

1. Submitting Business Name _____
EIN/SSN _____
Dun & Bradstreet # _____
"Doing Business As" Name(s), if any _____
Business Address and date business _____
located at this address _____
Other business addresses, if any (satellite _____
offices, plants, warehouses, branch offices _____
headquarters, etc.) _____
Mailing address, if different from above _____

Telephone Number _____
Fax Number _____
E-Mail _____
Contact Person and Title _____
Company website _____
2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☐ If YES, please provide details and explain: _____

3. Has this business changed addresses in the past five years? YES ☐ NO ☐. If YES, please provide all complete former addresses: _____

4. a. Date business was formed _____
b. Date business was incorporated _____

5. Type of Organization (Please circle one)
- a. Business Corporation
State/County in which incorporated _____
Name of individuals/entities incorporating business _____
 - b. Sole Proprietorship
 - c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
 - d. Joint Venture
 - e. Non Profit
 - f. Not for Profit
 - g. Other (Explain) _____
6. Type of Business (Please circle one)
- a. Manufacturing
 - b. Distribution
 - c. Retail
 - d. Commercial Service
 - e. Professional Service, Non Construction, Non-Law
 - f. Bank
 - g. Construction Manager
 - h. Architect
 - i. Engineer
 - j. General Consultant
 - k. Consultant (Specify) _____
 - l. Laboratory Testing and Analysis
 - m. Law Firm
 - n. Other (Explain) _____
7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise?
YES ☐, NO ☐. If YES, please explain. _____
- a. Do you perform outreach to any of these Enterprises to perform subcontracting work?
YES ☐, NO ☐
- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☐ If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☐.
If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own ☐, rent ☐, or lease ☐ its office facilities? **(Please check one)**. If leased or rented, please provide name, address, and telephone number of building owner/ landlord.

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☐ If YES, please provide the name and address of the other entity and nature of relationship to this business.

11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☐. If YES, please provide details and explain.

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

13. Number of Employees _____

14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO ☐. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business?

YES ☐, NO ☐. If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☐. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary?

YES ☐, NO ☐

b. A vendor of or Consultant to the City of Yonkers? YES ☐, NO ☐

c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☐.

If YES to any above, please provide details and explain. _____

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☐. If YES, please provide details and explain. _____

18. Has this business or any business listed in response to question 14 at present or has it ever been:
- a. Debarred by any agency* from entering contracts? YES ☐, NO ☐.
 - b. Found not responsible by any government agency? YES ☐, NO ☐.
 - c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☐.
 - d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☐.
 - e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☐.
 - f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☐.
 - g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☐.
 - h. Required to pay liquidated damages on a contract? YES ☐, NO ☐.
 - i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☐.
 - j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☐.
 - k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☐.
 - l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☐.
 - m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☐.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
 - f. Entered a consent decree? YES ☐, NO ☐.
 - g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☐.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☐.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☐.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☐.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☐.
 - f. Entered a consent decree? YES ☐, NO ☐.
 - g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☐.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☐. If YES, explain _____

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☐.
If YES, explain _____

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

Jurisdiction

Trade Category

_____	_____
_____	_____
_____	_____
_____	_____

24. Pursuant to Executive Order No 6-2013, “delinquent Consultants shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities.” Is the Consultant currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ☐, NO ☐.

If YES, explain _____

25. Does the Consultant or Controlling Person(s) own any property within the City of Yonkers?
YES ☐ NO ☐

If “Yes,” please list the address of each property.

26. **If requested, the Bidder shall provide a list of references on company letterhead in this format:**

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-Consultant
8. If you were the prime Consultant and sub-Consultants were used, identify the names of the sub-Consultants and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, _____, being duly sworn, state that I am the

Print or Type Name of Bidder/Proposer Authorized Representative

_____ of _____, and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Signature of Bidder/Proposer Authorized Representative

STATE OF _____)

_____) ss:
COUNTY OF _____)

On the _____ day of _____, in the year _____, before me personally came
_____, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public

Place Notary Public Stamp Here:

SCHEDULE "H"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Consultant, any person signing on behalf of any Bidder/Consultant and any assignee or sub-Consultant and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Consultant and any sub-Consultant or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Consultant is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Consultant seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The City reserves the right to reject any bid or request for assignment for a Bidder/Consultant that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Consultant that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Consultant nor any proposed sub-Consultant is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day
of _____, 20__

Notary Public

SCHEDULE “I”

(For any contract receiving Federal Financial Assistance, including, but not limited to, Grant Funding)

City of Yonkers - Standard Title VI/Non-Discrimination Assurances

The City of Yonkers (the “City”), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By executing a contract with the City, the bidder, agrees that it is subject to and will comply with all applicable provisions of the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (the “Civil Rights Act”), 42 U.S.C. § 2000d *et seq.*, which prohibits discrimination on the basis of race, color, national origin;
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation (“DOT”)-Effectuation of Title VI of the Civil Rights Act*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act);

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the bidder hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which Federal financial assistance is received.

During the performance of any contract, the Consultant, for itself, its assignees, and successors in interest and consultants (hereinafter referred to as the “Consultant”) agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. DOT, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other appropriate governmental entity, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or other appropriate governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or other appropriate governmental entity may determine to be proper, including, but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or other appropriate governmental entity may direct as a means of enforcing such provisions including sanctions for noncompliance. It is the intent and understanding of the parties that each and every provision required to by law or as a result of grant funding shall be and is inserted herein. Furthermore, it is hereby stipulated that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then every such provision is hereby deemed correctly incorporated herein by reference. If the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

I acknowledge and agreement that the terms of this addendum will be deemed incorporated by reference into any agreement entered into between the Consultant and the City.

Name:
Title:
Date:

Sworn to before me this _____ day of _____, 20__

Notary Public

SCHEDULE “J”

Data Sharing Agreement

The Yonkers Public Schools (YPS) and Consultant (collectively, the “parties”) wish to enter into an agreement whereby Consultant is granted access to YPS’s student data (the “Data”). The purpose of this Data Sharing Agreement is to raise the effectiveness of the services provided by Consultant and YPS, and additionally allow for Consultant to evaluate the parties’ programs. The scope of the Data Sharing Agreement is limited to data provided to Consultant by YPS.

The YPS hereby grants Consultant a limited, nontransferable, revocable, non-exclusive license to use the Data solely for the purposes and solely in the manner set forth in this agreement. This agreement applies to all Data that is provided to Consultant from official YPS records. For the purpose of this agreement, “Data” include but are not limited to student records and student information that describe the demographic or other characteristics, academic achievement and/or performance, programs or activities or other direct or indirect identifiers of an individual student. Data may be in electronic or paper format.

1. YPS acknowledges Partnering Agency as a long term partner in delivering effective services to YPS students and thus, is authorized to access the Data in support of this partnership in accordance with this Agreement.
 - a. Partnering Agency will limit internal access to any shared YPS Data solely to those individuals that are determined to need such Data to support program evaluation research in partnership with YPS.
 - b. Partnering Agency shall only use the personally identifiable information, if any, from education records only to meet the purpose or purposes of the study as identified herein.
 - c. Partnering Agency shall conduct the study in a manner that does not permit personal identification of parents/guardians and/or students by anyone other than the representatives of Partnering Agency with legitimate interests.
 - d. Upon implementation of this Agreement, Partnering Agency will provide the YPS with a list of those individuals authorized to access the Data. For the purposes of Partnering Agency’s support of program evaluation research, Partnering Agency may share the Data solely with the list of authorized persons.
 - i. To add to, delete or change this list, Partnering Agency must give prior written notice to the YPS.
 - ii. Partnering Agency shall ensure that each authorized individual implements and fully complies with the same restrictions and conditions that apply through this agreement to Partnering Agency with respect to the Data.
2. This Data Sharing Agreement’s duration is limited to the term of this agreement as specified in the Contract. After the expiration of the contract, Consultant may not thereafter use the Data unless this agreement is extended in writing by YPS. Not later than twenty (20) days after the expiration date, Consultant shall permanently destroy the Data and all copies thereof. Consultant shall not keep a copy of the Data in any form or format whatsoever. If Consultant requires extended access to this Data, a written request must be submitted to and approved by YPS in writing.

3. Consultant agrees to make available to the YPS, for the improvement of instruction, the results of Consultant's program evaluation research, at the request of the YPS.
4. As to any studies developed as a result of this data agreement, except as permitted by FERPA and other applicable law, Consultant shall not publish confidential information or any other information which identifies students, employees or officers of the YPS without first obtaining written consent from the YPS. Also, Consultant shall remove the School District's name and any identifying information from the publication if the YPS requests and you shall not make any statement to the media relating to the subject matter of this agreement without the School District's prior written consent.
5. Consultant acknowledges and agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33. The United States Department of Education, Family Policy Compliance Office, provides more information concerning FERPA at its web pages, at: www.ed.gov/policy/gen/guid/fpc/ferpa/index.html.
6. Consultant shall maintain and protect the confidentiality of the Data and keep the Data in a secure environment, with access restricted solely to the list of authorized person or persons submitted to the YPS;
7. Consultant agrees to require all employees, Consultants, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Researcher further agrees to require and maintain an appropriate confidentiality agreement from each employee, Consultant, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work as authorized under this Agreement.
8. Consultant shall use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
 - a. Consultant may not transmit the Data via unencrypted e-mail, but must rely solely on secure transmission methods, including hand delivery in a sealed envelope.
9. Consultant further understands and agrees that it is responsible for submitting a data security and privacy plan to YPS prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with YPS's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of YPS' Parents' Bill of Rights and the training requirement established by Consultant for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
10. Consultant understands that as part of YPS's obligations under New York Education Law Section 2-d, Consultant is responsible for providing YPS with supplemental information to be included in YPS's Parents' Bill of Rights. Such supplemental information shall be provided to YPS within ten (10) days of execution of this Agreement and shall include:
 - a. The exclusive purposes for which the student data will be used;
 - b. How Consultant will ensure that subcontractors, persons or entities that Consultant will share the student data with, if any, will abide by data protection and security requirements;

- c. That student data will be returned or destroyed upon expiration of the Agreement;
 - d. If and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - e. Where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
11. Consultant explicitly acknowledges and agrees that it and all those it employs and controls cannot sell or release any Data which has been shared with it, pursuant to this Agreement, for any commercial purposes.
12. Consultant shall immediately notify the YPS in the event it suspects or becomes aware that any Data, which has been shared with it pursuant to this Agreement, has been or may have been breached and/ or released without authorization.
13. Consultant acknowledges that federal and state laws protect the confidentiality of personally identifiable Data of YPS students, teachers and principals. Consultant represents and warrants that any officers, employees or agents of Consultant who will have access to the Data to be shared pursuant to this Agreement has received or will receive training on the Federal and State laws governing confidentiality of such Data prior to obtaining access to such Data.
14. Consultant shall forward to the YPS, free of charge, a copy of any formal research report that is generated using the Data.
15. If Consultant fails to comply with the terms, conditions and limits set forth in this agreement, the Yonkers Public Schools shall have the right, at its option: to (a) terminate this agreement immediately; (b) compel Consultant to comply with this agreement; (c) seek any other remedy available at law or in equity; or (d) pursue any combination of these remedies.
16. Consultant shall immediately notify the YPS in the event it suspects or becomes aware that any Data, which has been shared with it pursuant to this Agreement, has been or may have been breached and/ or released without authorization. In the event Consultant fails to notify YPS of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000.00 or up to \$10.00 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under New York General Business Law, section 899-aa(6)(a).
17. Consultant agrees that to the fullest extent permitted by law, Consultant will hold harmless, defend and indemnify YPS and the City of Yonkers, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Consultant under this Agreement. The terms of this section shall survive termination of this Agreement.

I acknowledge and agree to the terms of this Schedule and understand that this Schedule will be deemed incorporated by reference into any agreement entered into between the Consultant and the City /School District.

Name:
Title:
Date:

Schedule “K”

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#). The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐

2.a Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐

2.b Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐

3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

By: _____

Name: _____

Title: _____

Date: _____