IRVINGTON BOARD OF EDUCATION
1 University Place, 4th Floor, Irvington, NJ 07111
Telephone (973) 399-6800

AGREEMENT FOR VENDORS/CONSULTANTS & SOFTWARE LICENSE PROVIDERS
<u>2024-2025</u>

This Agreement is made and entered into this _____ day of _____, by and between the Irvington Board of Education (hereafter "IBOE") and _____, (hereinafter referred to as "Consultant/Vendor") whose principal place of business is: _____**.**

IT IS AGREED THAT:

<u>GENERAL INFORMATION:</u>

I. Consultant/Vendor **(hereinafter, Consultant/Vendor shall include Software License Providers)** will provide the service(s) as set forth in this Agreement and in Exhibit A **(hereinafter Exhibit A shall include Addendums, Scope of Services Attachments and Software License Agreements or Quotes)**, which is attached hereto and made a part hereof, in coordination with the IBOE Superintendent or his/her designee.
Brief description of the product/services:

_____
_____
_____
_____

II. This Agreement shall be for a period commencing on the _____ day of _____, and ending on the _____ day of _____. (End date not to exceed **June 30th** of the current school year)

The compensation under this Agreement shall be at the rate and duration specified in Exhibit A, and not to exceed the amount authorized by the corresponding Board Resolution. Total compensation under this contract shall not exceed **$_____,** and will be pursuant to a written purchase order generated by the IBOE, and will be subject to availability of program/project funding. Advanced notice of changes in funding, if required, will be provided to Consultant/Vendor prior to beginning each program/project noted in Exhibit A.

III. Pursuant to Board policy, the Irvington Board of Education does not pay in advance of services. Upon completion of services to be performed, payments for services and reimbursement for expenses under this Agreement shall be made within the IBOE's usual course of paying such invoices, which typically will not exceed 45 days, from receipt of invoice from Consultant/Vendor.

IV. Consultant/Vendor shall not assign or transfer in any way his or her interests or obligations under this Agreement. Any attempt to do so will result in immediate termination of this Agreement. Any assignment is void.

V. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

VI. It is understood and agreed that in their capacity of Consultant/Vendor the Consultant/Vendor is at all times independent contractors and neither he/she nor his/her employees are employees of the IBOE.

VII. Consultant/Vendor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.

VIII. To the extent that any contract terms or conditions contained herein are modified or contradicted by any terms or conditions contained in the attached Exhibit A, said terms and conditions of this contract shall be deemed overriding and controlling relative to any dispute between the parties.

TECHNOLOGY RELATED SERVICES:

IX.   Safeguarding the IBOE's Data: Consultant/Vendor agrees that use, storage, and access to the IBOEs Data will be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Consultant/Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of the IBOE's Data.

X.   The following clause "System Security" is only applicable to Consultant/Vendor who will provide technology-related services to the IBOE. (Technology-related services is defined as, but not limited to, software, providing network security and network storage, system updates, etc.). **All Consultants/Vendors must check "YES" or "NO" below indicating whether they will provide technology related services to the IBOE.**

Consultant/Vendor will be providing Technology related services to the IBOE.
_____ NO   _____YES (Check One)
If the Consultant/Vendor checks "YES", he/she/they must adhere to the "System Security" policy indicated below.

System Security: A System that is owned or supported by Consultant/Vendor and contains the IBOE's Data shall be secured as follows:

1.   Consultant/Vendor warrants that their System is free of any system settings or defects that would create a potential breach.

2.   The System shall use secure protocols (e.g. SSH, SSL, SFTPS, TLS, IPsec) to safeguard the IBOE's Data in transit.

3.   Consultant/Vendor understands the System may be placed on a public network and warrants the System is sufficiently protected from compromises and attacks.

4.   Consultant/Vendor may need to add a host-based or external firewall to protect the IBOE's System. If said Consultant/Vendor is unwilling to provide the additional protection, the IBOE has the option to add a host-based or external firewall, on its network, without breach of this Agreement, for the purpose of ensuring the protection of the IBOE's network.

5.   Consultant/Vendor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransom ware, rootkit, key logger, virus, Trojan, worm, or other code or mechanism designed to permit unauthorized access to the IBOE's Data, or which may restrict the IBOE's access to or use of the IBOE's Data.

PUBLIC WORK SERVICES:

XI.   The Irvington Board of Education (IBOE) abides by the Prevailing Wage Act of New Jersey, and therefore, Consultant/Vendor who provide public works services that are funded in whole or in part with public funds valued at $2,000 or more, are required to submit **certified payroll records** to the IBOE for work covered under the Prevailing Wage Act. (N.J.S.A. 34:11-56.25 et seq.) Certified payroll records must be submitted to IBOE by all contractors and subcontractors for each employee on the project **within ten (10) days of the payment of wages.**

Is this a public works contract?   **_____ NO   _____YES (Check One)**
If yes, I _____ (please print) fully understand that certified payrolls are due within ten (10) days of the payment of wages and agree to make timely submissions in compliance with the New Jersey Prevailing Wage Act.

_____   _____
Signature   Date

FACILITY RENTAL - INSURANCE COVERAGE/ADDITIONAL INSURED ENDORSEMENT:

Is this a use of facilities contract? If yes, additional insured endorsement is required, as indicated below:

2

_____ NO   _____YES (Check One)

XII.   Without limiting or diminishing the Consultant's/Vendor's obligation to indemnify or hold IBOE harmless, Consultant/Vendor shall procure and maintain or cause to be maintained, at its sole cost and expense, Commercial General Liability Coverage (CGL), Worker Compensation Coverage (WC) and Cyber Professional Liability Coverage or Errors and Omission Coverage (E&O), with a minimum limit of one million dollars ($1,000,000) for each listed insurance coverage, during the term of this Agreement.

Irvington Board of Education, its Board of Members, officers, agents, employees, and volunteers are to be named as additional insureds on your Commercial General Liability Policy (CGL) pursuant to this agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Irvington Board of Education shall be excess and noncontributory. An Additional Insured Endorsement is required to accompany your Certificate of Insurance (COI) for the referenced coverages. A COI shall provide thirty (30) days prior written notice of cancellation. The referenced CGL is written on ISO form CG-001 without modification to the contractual liability, or waiver of subrogation provisions thereof. COI must also indicate that labor law coverage is not excluded under the CGL and WC policies.

BACKGROUND CLEARANCE:

XIII.   Consultant/Vendor who will provide services which require the Consultant/Vendor or   its   agent   and/or employees to interact with students on any   IBOE facility and/or on any other facility **without supervision** must present a copy of the appropriate New Jersey Criminal and Child Abuse background clearances (or equivalent clearances   within   the   Consultant/Vendor   home   state)   from   the   Consultant/Vendor   or   its/his/her employees/members or agents.

Consultant/Vendor will be providing services which require Consultant/Vendor or its agent and/or employees to interact with students in an <u>UNSUPERVISED CAPACITY</u>.

_____ NO   _____YES (Check One)

 (If you have answered "Yes," attach a copy of background clearances to this Agreement.)

I certify that if I checked "Yes" above, the required proof of background has been provided and that I am in compliance with all applicable New Jersey statutory rules regarding background clearances to work within an educational setting and/or in an **unsupervised capacity** with children.

_____   _____
Signature   Date

The Consultant/Vendor or its agent and/or employees shall be fully liable for knowingly misrepresenting clearances as outlined in Paragraph XII of this Agreement.

I,_____, by signing below, certify that the above checked response is true.
      (Please Print Name & Title)

_____   _____
 *** Signature (Required)***   Date

Contract will not be approved without a signature above.

XIV.   The Consultant/Vendor agrees to indemnify and hold harmless the IBOE from all claims and damages arising from the consultant's/vendor's willful and/or negligent conduct, including but not limited to any claims and/or damages that arise from a result of Consultant/Vendor misrepresenting its/his/her clearance status in Paragraph XII of this Agreement.

XV.   Agreement shall be governed by and interpreted under the laws of the State of New Jersey without regard to principles of conflicts of laws. The parties hereby consent to jurisdiction of the Essex County Superior Court, New Jersey.

ADDITIONAL PROVISIONS: _____

_____

_____

_____

_____

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

_____
Board Approval Date **(Required)**
(Attach page from Board Agenda)

_____   _____
Consultant/Vendor (Print Name)   (Signature & Date)

_____   _____
IBOE Administrator (Print Name)   (Signature & Date)

_____   _____
Reggie Lamptey, CPA.   (Date)
Board Secretary
Irvington Board of Education

ATTACH EXHIBIT A – (REQUIRED)

<u>(Quote/Proposal from Consultant/Vendor must include itemized cost)</u>