

# **Operations Memorandum**

**To:** New Haven Board of Education Finance and Operations Committee

From: Peggy Moore, Principal

Date: December 11, 2023

**Re:** Award of Agreement to SMARTPass to provide digital passes to entire

school/provide administrators digital view/control of passes

<u>Answer all questions</u> and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information			
Vendor Name:	SMARTPass Inc.		
Doing Business as: (DBA)	SMARTPass Inc.		
Vendor Address:	228 Park Avenue S #92675		
Vendor Contact Name:	Royce Hilsinger		
Vendor Contact Email:	act Email: billing@smartpass.app		
Is the contractor a minority or women owned small business?			
Agreement/Contract Information			
New or Renewal Agreement/Contract? NEW			
Effective Dates: (mm/dd/yy) Multi-yrs. require Board of Aldermen approval	From 1/08/2023 To 6/30/2024		
Total Amount: If Multi-yr. include yr. to yr. breakdown	\$4,092.00		
Funding Source Name: Acct. #:	2531-6426-54413-0062		
Contract #: (Local or State)	SIG CARRYOVER III		



# **Key Questions:** 1. What specific service will the contractor provide: Digital Passes to our entire student population (1200 students) ID's for each student Administration governance to students to allow access Powerschool connection 2. How was the contractor selected? \*Attach appropriate supporting documents **⊠** Quotes ☐ Sealed Bid # ☐ Sole Source # □ RFP# ☐ State Contract # **☐** Exempt Professional ☐ Accountant ☐ Actuary ☐ Appraiser ☐ Architect ☐ Artist ☐ Dentist ☐ Engineer ☐ Expert Professional Consultant ☐ Land Surveyor ☐ Lawyer ☐ Physician/Medical Doctor 3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following: a. Please explain how the vendor was chosen? \*Attach Vendor Proposal n/a b. Who were the members of the selection committee? (Minimum 3 members required) n/a



4.	If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?
New	
5.	If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters
n/a	
6.	If this new agreement/contract, has cost for service increased from previous
0.	years? If yes, by how much?
n/a	
n/a	



## **Agreement/Contract Processing Checklist**

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive <u>G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023</u>



# AGREEMENT By And Between The New Haven Board of Education AND

(SMARTPASS INC.)

#### FOR DEPARTMENT/PROGRAM:

## (JAMES HILLHOUSE HIGH SCHOOL)

This Agreement entered into on the8 <sup>TH</sup> day ofJAN 2024, effective (no sooner than the				
day after Board of Education Approval), the _day of, 2024, )by and between the				
New Haven Board of Education (herein referred to as the "Board" and, SMART PASS				
<u>INC.</u> (herein referred to as the "Contractor".)				
<b>Compensation:</b> The Board shall pay the contractor for satisfactory performance of services required the amount of $\frac{4,092.00}{}$ .				
The maximum amount the contractor shall be paid under this agreement: (\$_4,092.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.				
Fiscal support for this Agreement shall be by(TITLE I SIG CARRYOVER III)  Program of the New Haven Board of Education,  Account Number: (Input Acct # and amounts if multiple)2531-6426-54413-0062				
This agreement shall remain in effect from $(1/8/24)$ to $(6/30/24)$ .				
SCOPE OF SERVICE: Please provide brief summary of service to be provided.				

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors <u>may begin service no sooner than the day after Board of Education approval</u>.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Mary Auue Laracochea	
Contractor Signature	President
	New Haven Board of Education
12/13/2023	
Date	Date

MARY ANNE LARACOCHEA VP OF OPERATIONS

Contractor Printed Name & Title

Revised: 8/2021



#### EXHIBIT B

# STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student- generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat.§10-234aa.

- 1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
- 2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
- 3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- 4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

- 5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
- 6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

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

- 7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
- 8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 8/12/2021

For: Office Use Only			
Vendor No.	Date Entered		
Mail Fax Email Check one of the above box Vendor: SMARTPass 228 Park Ave S#92675 New York, NY 10003-1502			

#### CITY OF NEW HAVEN

Department of Education
54 Meadow St., New Haven, CT 06519

# VENDOR PURCHASE ORDER

# **SPECIAL FUNDS**

P.O.	
	Appear on all invoices

PURCHASE ORDERS NOT

COMPLETED AND DELIVERED
WITHIN 60 DAYS ARE
AUTOMATICALLY CANCELLED

Fiscal Year: 2023-2024

Deliver To:
James Hillhouse High School
480 Sherman Pkwy
New Haven, CT 06511

Contact: billing@smartpass.app

Date Prepared	Fund	Agency	Program	Object	Project Code
11/13/23	2531	900	6426	54413	0062

Quantity	e Shoulders/ I Smith  Description	Unit Cost	Total Cost
1	Quote#14142	4,092.00	4,092.00
			0.00
	JHHS is looking to purchase this electronic program for the entire school 1200		0.00
	students. This program will includes the following items, id cards, support package		0.00
	for all faculty and staff members and digital access for 1200 students.		0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
	Vendor Email: Shipping Charge		
	Vendor Fax# PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AM	OUNT BEFO	RE SHIPPING
	Name: Carmel Consiglio Email: Carmel.Consiglio@new-haven.k12.ct.us Phone: 47	75-220-1371	
Aylthorized 5		OTAL OUNT	\$ 4,092.00
Click or ta	n to optor a data Click as too to entor a data 1 10 10 10 10 to optor a data	T PURCHASE	ORDERS TO: w-haven.k12.ct.us

**FOR PAYMENT:** Send Your Invoice Electronically or By Mail:

Email: NHInvoice@newhavenct.gov

Mail: New Haven Public Schools, Attn: Dept. of Special Funds

54 Meadow Street, New Haven, CT 06519

Fax: 1-203-946-5740



# James Hillhouse High School January 1 to June 30 2024

#14142

Quote Expires: January 4, 2024

1,200 students

\$7,188.00
\$1,428.00
\$2,388.00
\$1,428.00
\$0.00

Ready to Purchase?

Email billing@smartpass.app to submit a Purchase Order or pay with a credit card.

#### Subtotal \$12,432.00

January Prorated Discount	- \$4,092.00
SmartPass One Discount	- \$4,248.00
Grand total (USD)	\$4,092.00

Total Discount of \$8,340.00

**Terms of Service:** By submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at <a href="mailto:smartpass.app/terms">smartpass.app/terms</a> and Privacy Policy available at <a href="mailto:smartpass.app/privacy">smartpass.app/privacy</a>. The Terms of Service and Privacy Policy are hereby incorporated by reference and SmartPass reserves the right to update its Terms of Service and/or Privacy Policy at any time, in its sole and absolute discretion. SmartPass may provide notification of any changes to its Terms of Service or Privacy Policy either via an announcement on its website or applications or through email notification to users.

If you need a W-9, you can view it at smartpass.app/w9

Multi-year subscriptions are contingent on advanced payment in full.

Remit to

SmartPass Inc. 228 Park Ave S #92675 New York, NY 10003-1502 Contact

billing@smartpass.app



### TITLE I – JUSTIFICATION DOCUMENT FOR PURCHASE ORDER

(TO BE COMPLETED BY THE PERSON REQUESTING TITLE I FUNDS.

PLEASE, ATTACH THE FORM TO THE PURCHASE ORDER.

ONE JUSTIFICATION FORM PER PURCHASE ORDER)

School HILLHOUSE Date 11/13/23 Supplier SMARTPass(Schoolwide)			
Total Amount \$_\$ 4,092.00			
Supplies, equipment, event(s) etc.	Purpose	Is this purchase in accordance of the logical use of funds? Please, explain.	
Smart Pass Program Digital Program (schoolwide)  Items include but not limited to: Hall Pass, Id Cards, Flex, Attendance record keeping on all students here at JHHS.	This item/ program is being purchased for all students here at JHHS to help keep track of students within the building while using an electronic passport. This program coincides with our current school tracking system Powerschool and provides administration to see when the last time students went on a pass and can suspend passes for being used if abused. This program also, provides ID cards for	This schoolwide electronic program purchase order will help give supportive measures to faculty members and staff to keep our students safe and accounted while here within school geographical areas.	

Supervisor or Delegate of Title | Signature

Principal or Department Head Signature

# Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  SmartPass Inc.												
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above												
	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.  Individual/sole proprietor or C C Corporation S Corporation Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):											
	single-member LLC	Exem	Exempt payee code (if any)										
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners												
	Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the o another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)											
	☐ Other (see instructions) ► (Applies to accounts maintained outside the U.S.)												
								and address (optional)					
8	228 Park Ave S #92675												
	6 City, state, and ZIP code												
	New York, NY 10003-1502												
	7 List account number(s) here (optional)												
Pai	Taxpayer Identification Number (TIN)												
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		So	clal se	curity	number							
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>						] -							
71N, later.													
110 to 11 the account to 11 more than one maine, see the instructions for the 1. Also see what warre are							r identification number						
NUMI	per To Give the Requester for guidelines on whose number to enter.		9	2	- 2	8 2	1	1	4	7			
Par	t II Certification												
Unde	r penalties of perjury, I certify that:												
2. I ai Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and	I have I	not t	been i	notified	by the	Inte	rnal Re ed me	ever tha	nue t I am			
3. I ai	n a U.S. citizen or other U.S. person (defined below); and												
4. Th	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is con	rect.										
you h	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 seltion or abandonment of secured property, cancellation of debt, contributions to an individual retire than interest and dividends, you are not required to sign the certification, but you must provide you	does no ement a	ot ap rrang	ply. F gemer	or mor nt (IRA)	tgage in , and ge	teres mera	t paid, ly, pay	mei	nts			
Sign		Date ►	10/	19/20	)23								

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



September 22, 2023

Denton Independent School District 1307 N LOCUST ST DENTON TX 76201

Account Information:		Contact Us
Policy Holder Details :	SmartPass, LLC	Need Help?
		Chat online or call us at
		(866) 467-8730.
		We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	onfer rights to the certificate holde	er in li	eu of s	such endorseme	. ,							
PRODUCER					CONTACT							
MYLO LLC/PHS			NAME: PHONE (866) 467-8730 FAX									
37280150				(A/C, No, Ext):			(A	(A/C, No):				
	Hartford Business Service Center				51111							
	) Wiseman Blvd				E-MAIL ADDRESS:							
San	Antonio, TX 78251				INSURER(S) AFFORDING COVERAGE NAIC#							
INIGILI	DEN .				INSURE		)any					
INSURED SmartPass, LLC				INSURE		Jany	30104 19682					
	2 SUNSET AVE							19002				
NORRISTOWN PA 19403-1732				INSURE	ER C :							
110111101011111111111111111111111111111					INSUR	ERD:						
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	•			OLICIES. LIMITS SH	SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBE	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)		LIMITS			
	COMMERCIAL GENERAL LIABILITY	III.				(IIIIII)	(IIIIII)	EACH OCCURRENCE	E	\$1,000,000		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED		\$1,000,000		
	X General Liability					PREMISES (I				\$10,000		
_	X Contract Elability	-		27 CDM AD2N		00/00/0004	MED EXP (Any one per PERSONAL & ADV IN					
Α		_		37 SBM AR3N	N3P	02/22/2023	02/22/2024			\$1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA	ATE	\$2,000,000		
	X POLICY JECT LOC							PRODUCTS - COMP/	OP AGG	\$2,000,000		
	OTHER:											
	AUTOMOBILE LIABILITY							COMBINED SINGLE L	IMIT			
	ANY AUTO							(Ea accident) BODILY INJURY (Per	norcon)			
	ALL OWNED SCHEDULED AUTOS AUTOS							,	• /			
								BODILY INJURY (Per	´			
	HIRED NON-OWNED AUTOS AUTOS							PROPERTY DAMAGE (Per accident)	E			
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	OCCUR							EACH OCCURRENCE	F			
	UMBRELLA LIAB CLAIMS-							AGGREGATE				
	MADE	_						AGGILGATE				
	DED RETENTION \$											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER			
	ANY Y/N							E.L. EACH ACCIDEN				
	PROPRIETOR/PARTNER/EXECUTIVE	N/ A										
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		-						E.L. DISEASE -EA EM	IPLOYEE			
If yes, describe under								E.L. DISEASE - POLIC	CY LIMIT			
	DESCRIPTION OF OPERATIONS below								-1 A -4	\$5,000,000		
B FailSafe Technology Errors or				37 SBM AR3N3P		P 02/22/2023 02/22/2024						
Omissions Liability  Omissions Liability  Aggregate Limit \$5,000,0  DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							\$5,000,000					
Those usual to the Insured's Operations.												
'												
CERTIFICATE HOLDER  Denton Independent School District  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLATION							RE CANCELLED					
1307 N LOCUST ST								TE THEREOF, NOTI				
DENTON TX 76201						IN ACCORDANCE WITH THE POLICY PROVISIONS.						
52.11.511.17.70201						AUTHORIZED REPRESENTATIVE						

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Susan S. Castaneda