THE SCHOOL DISTRICT OF PHILADELPHIA

REQUEST FOR PROPOSALS

Accounting and Financial Reporting Consulting

Competitive RFP Number: NG10835

Proposals Due No Later Than:

September 10, 2026 at 2:00 PM ET

MISSION STATEMENT

The Office of Procurement Services assists School District schools, academic and education support offices in procuring the highest quality goods and services at competitive prices. We seek to procure these goods and services from reputable and responsible suppliers in accordance with applicable laws of the Commonwealth of Pennsylvania, and the policies of the Board of Education and The School District of Philadelphia.

The Office of Procurement Services is committed to ensuring that we implement our business practices with the highest degree of professional ethics, integrity and competence. We provide superior customer service, implementing and utilizing procurement best practices. We build solid business relationships with our vendors, utilizing the latest technological advances. We provide continuing education opportunities to our professional staff, networking with other procurement professionals. We engage in continuing advocacy for small business development, by increasing the number of minority and women-owned businesses who are awarded contracts with the School District.

We accomplish our mission by ensuring that employees, suppliers and business associates work together in an ethical, efficient, professional and respectful manner.

ISSUED BY:

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ISSUE DATE: August 14, 2026

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INTRODUCTION

The School District of Philadelphia (the "School District" or the "District") issues this Request for Proposals No. NG10835 (the "RFP") to seek proposals ("Proposals") from qualified suppliers to provide Accounting and Financial Reporting Consulting services to the School District.

This RFP includes and incorporates Appendices A – P; please review each Appendix carefully.

The Office of the Comptroller oversees the District's accounting and financial reporting functions, including general accounting, accounts payable, grant and capital accounting, and preparation of the District's annual financial reports. The office is also responsible for ensuring compliance with GAAP and applicable GASB standards.

The MWBE participation range for this solicitation is Best Efforts. For more information, *see* Appendix E.

For purposes of this RFP, "Persons" include corporate and other entities receiving this RFP, who may contemplate submitting a Proposal; "Proposers" means Persons who properly and timely submit a Proposal; and "Contractor" means a Proposer who has executed and delivered a definitive Contract to carry out some or all of the work set forth in this RFP and its Proposal.

INTENT

The purpose of this RFP is to obtain qualified accounting consulting services to provide technical accounting, financial reporting, GASB implementation, year-end reporting, and audit support on an as-needed basis.

Term of Contract and Renewals

The School District anticipates that the definitive Contract or Contracts with one or more successful Proposers will run from **December 1, 2026 until June 30, 2029 with 2 1-year renewals**. The Parties will set forth conditions for payment of the definitive Contract or Contracts. Subject to Board of Education authorization, the School District may reserve one or more options to extend the term of the contract on such terms as the Board may approve.

BACKGROUND

The School District exists as a body corporate and political subdivision, and a separate and independent home rule school district of the first class, established in Article XII of the Philadelphia Home Rule Charter, 351 Pa. Code, § 12.12-100 *et seq.*, under the authority of the First Class City Public Education Home Rule Act, Act of August 9, 1963, P.L. 643, codified at 53 P.S. § 13201 *et seq*.

A nine (9) member Board of Education (the "Board") governs the School District. The Board exercises all powers and duties of a board of school directors under the Pennsylvania Public School Code, including those applicable to school districts of the first class. The School District functions under the School Code, 24 P.S. § 1-100 *et seq*., (the “School Code”) and provides the full range of education services contemplated by statute. These include general, special and vocational education at the elementary and secondary levels, as well as related supportive services. The School District also provides preschool services in response to the needs of the community. The School District employs approximately 17,000 employees at over 225 locations, including more than 200 schools, and 3 administrative sites.

The School District now enrolls over 125,000 students and serves a total of approximately 200,000 students City-wide, including charter school and nonpublic students.

The Superintendent, Tony B. Watlington, Sr. Ed. D., serves as chief executive of the School District. As such, Dr. Watlington bears the responsibility for the administration and operation of the public-school system and the supervision of all of its matters, subject to the policies and direction of the Board.

APPENDICES

Appendices A-O attached to this RFP serve the following purposes.

1. **Appendix A: Scope of Services** describes the School District's needs and requirements for services and materials, as outlined by the School District program office requesting Proposals through this RFP.

2. **Appendix B: Submission Instructions** sets forth information about the timeline of the competitive process and the requirements for successfully submitting a Proposal under this RFP.

3. **Appendix C: Proposal Format** describes the required components and formatting of your Proposal.

4. **Appendix D: Evaluation Criteria** sets forth the general methodology for evaluating Proposals under this RFP.

5. **Appendix E: Range of Participation** sets forth the School District's policies for procuring maximum opportunities for participation of minority and women owned business enterprises under this RFP.

6. **Appendix F: Terms of the Competitive Process** sets forth the terms and conditions governing the competitive process for this RFP and your Proposal.

7. **Appendix G: Sample Agreement for Services; Standard Terms and Conditions; , and Grant-Funded Contractor Requirements** sets forth the basic legal forms for any Contract resulting from this RFP the Contract will consist of the Agreement for Services, including any exhibits referenced therein; the Standard Terms and Conditions; Federal Grant-Funded Agreements Contractor Requirements, if applicable; and Pennsylvania Department of Education Contractor Requirements, if applicable, or both, as well as pertinent sections of this RFP and your Proposal.

8. **Appendix H: Signature Page**, when signed, confirms that the Proposer makes an offer to the School District under this RFP.

9. **Appendix I: Equal Opportunity in Hiring, when** signed, confirms that the Proposer has committed to equal opportunity in its business operations as a condition of its business relationship with the School District.

10. **Appendix J: Non-Collusion Affidavit,** when signed, confirms that the Proposer will not collude with others in submission of Proposal, establishment of its best price, or performance of any ensuing Contract.

11. **Appendix K: Cooperative Purchasing,** when signed, indicates that Proposer will make the economic and other benefits of its Proposal available to other potential government purchasers.

12. **Appendix L: Vendor Code of Ethics, when** signed, confirms that the Proposer agrees to comply with the School District's Code of Ethics as detailed therein.

13. **Appendix M: Vendor Tax Compliance Policy** details compliance requirements associated with the Proposer's responsibility to pay its tax obligations to The City of Philadelphia and Commonwealth of Pennsylvania on a current basis.

14. **Appendix N: Pre-Proposal Form is** an optional notification document to the Procurement buyer of a vendor's intent to respond to this RFP.

15. **Appendix O: Contractor Debarment** when signed, confirms that the contractor has not been debarred by any local, state, or federal agency.

16. **Appendix P: Technology Specifications** details the district's minimum requirements for technology components as applicable to the scope of work.

APPENDIX A: SCOPE OF SERVICES

1. Introduction

The Office of the Comptroller is responsible for the District's accounting, financial reporting, year-end close, annual audit coordination, and preparation of the Annual Comprehensive Financial Report (ACFR). The Office also oversees implementation of Governmental Accounting Standards Board (GASB) standards, account reconciliations, and internal controls to ensure accurate financial reporting and compliance with applicable requirements.

The School District of Philadelphia seeks proposals from qualified accounting consulting firms to provide professional accounting and financial advisory services on an as-needed basis.

2. Intent

The purpose of this RFP is to establish a single-award professional services contract with a qualified accounting consulting firm to supplement District staff by providing specialized expertise in governmental accounting, financial reporting, technical accounting, audit support, and internal controls.

The resulting contract will be utilized on an as-needed basis. The District does not guarantee any minimum level of work or compensation.

3. Statement of Work

The selected consultant shall provide professional accounting consulting services to assist the Office of the Comptroller with accounting, financial reporting, technical accounting, internal control, audit, and related financial initiatives. Services will be requested by the District as individual assignments throughout the contract term.

4. Scope of Services

The consultant may be requested to provide services including, but not limited to:

- Annual Comprehensive Financial Report (ACFR) preparation and review assistance.
- Year-end financial close support.
- Technical accounting research and interpretation.
- Implementation of Governmental Accounting Standards Board (GASB) pronouncements.
- Preparation of accounting memoranda and technical position papers.
- Internal control reviews and process improvement recommendations.
- Audit preparation and assistance responding to auditor inquiries.
- Account reconciliation support.
- Financial reporting and disclosure assistance.
- Review and development of accounting policies and procedures.
- Special accounting projects.
- Staff augmentation during peak workload periods.

- Accounting and financial reporting support related to the District's Oracle Cloud ERP environment.

5. Examples of Potential Assignments

Assignments under this contract may include:

- Researching the accounting treatment for complex transactions.
- Assisting with implementation of new GASB standards.
- Preparing or reviewing ACFR schedules and note disclosures.
- Supporting year-end close activities.
- Developing accounting policies and procedures.
- Performing internal control assessments.
- Assisting with external audit requests.
- Developing corrective action recommendations.
- Providing Oracle Cloud ERP accounting guidance.
- Delivering accounting and financial reporting training to District staff.
- Preparing executive summaries and presentations for District leadership.

These examples are illustrative only and are not intended to limit the scope of services requested during the contract term.

6. Location of Services

Services may be performed remotely and/or at District facilities as requested by the District. The consultant shall provide all equipment, software, and resources necessary to perform the work unless otherwise specified by the District.

7. Response Times

The consultant shall acknowledge routine service requests within one (1) business day and begin work within two (2) business days unless otherwise agreed upon.

Urgent requests related to year-end close, ACFR preparation, audit support, or other time-sensitive matters shall receive a same-business-day response whenever reasonably possible.

8. Deliverables

Depending upon the assignment, deliverables may include:

- Technical accounting memoranda.
- Accounting research.
- Financial reporting schedules.
- ACFR workpapers.
- GASB implementation guidance.
- Internal control assessments.

- Written recommendations.
- Executive summaries.
- PowerPoint presentations.
- Staff training materials.
- Draft accounting policies and procedures.
- Project status reports.
- Final project summaries.
- Other work products requested by the District.

Deliverables and due dates will be established for each individual assignment.

9. Minimum Qualifications

The proposer shall:

- Have a minimum of five (5) years of experience providing accounting consulting services.
- Demonstrate experience providing accounting consulting services to K-12 school districts.
- Have successfully completed at least three (3) similar engagements within the past five (5) years.
- Designate an Engagement Manager who is a Certified Public Accountant (CPA) licensed in Pennsylvania or otherwise authorized to practice in Pennsylvania.
- Demonstrate the ability to provide services throughout the contract term.

10. Preferred Qualifications

Preference may be given to firms with experience in:

- Oracle Cloud ERP financial systems.
- Large urban school districts.
- ACFR preparation and review.
- Implementation of recent GASB pronouncements.
- Internal control evaluations.
- Governmental financial reporting.

11. Proposal Organization

Proposals should be organized in the following order:

1. Cover Letter
2. Firm Overview
3. Relevant Experience
4. Qualifications of Proposed Personnel
5. Technical Approach
6. References
7. Cost Proposal

12. Cost Proposal

The Cost Proposal shall include hourly billing rates for all personnel anticipated to perform work under the contract, including, at a minimum:

- Partner
- Principal
- Director
- Senior Manager
- Manager
- Senior Accountant
- Staff Accountant
- Administrative Support

The proposal shall also identify:

- Any annual rate escalation.
- Reimbursable travel rates and expenses.
- Any additional reimbursable costs.
- Any discounts available to the District.

13. Travel

Reasonable travel expenses incurred in connection with authorized assignments may be reimbursed in accordance with District policies. All travel must receive prior District approval and be supported by appropriate documentation.

14. Contract Term

The resulting contract shall have an initial term of three (3) years with two (2) optional one-year renewal periods.

Services will be provided on an as-needed basis. The District makes no guarantee regarding the amount or frequency of work assigned under the contract.

15. Success Criteria

The consultant will be considered successful when services are performed accurately, timely, and in accordance with applicable accounting standards, GASB requirements, District policies, and professional standards while providing practical, value-added recommendations that support the District's financial reporting and operational objectives.

16. District Technology and Contractor Onboarding Requirements

1. **District Systems and Platforms.** Selected vendor(s) and their personnel will be required to utilize District-designated systems, applications, collaboration platforms, technology, and/or

hardware throughout the engagement. Vendor personnel are expected to perform work within the District's technology environment and may not substitute the vendor's own systems or platforms where the District has designated a system or platform for use.

2. **Contractor Onboarding and System Access.** Vendor personnel will be required to complete all applicable District onboarding, clearance, documentation, and system-access requirements prior to receiving access to District systems. This includes compliance with the District's established processes for onboarding contracted personnel into the Oracle ERP system and any other applicable District systems.

Vendor(s) will be responsible for ensuring that assigned personnel timely complete all required onboarding and access requirements.

APPENDIX B: SUBMISSION INSTRUCTIONS

Submission Address

Online Proposal Submission Address
https://ejhc.fa.us6.oraclecloud.com/fscmUI/faces/AtkHomePageWelcome?_afrLoop=10311753980439102&_afrWindowMode=0&_afrWindowId=mlg3hjxyu&_adf.ctrl-state=qvnfdjenm_219&_afrFS=16&_afrMT=screen&_afrMFW=1266&_afrMFH=584&_afrMFDW=1280&_afrMFDH=720&_afrMFC=8&_afrMFCI=0&_afrMFM=0&_afrMFR=144&_afrMFG=0&_afrMFS=0&_afrMFO=0

For Physical Copies and Samples (only when specified in this document)
Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street
3rd Floor, Portal A
Philadelphia, Pennsylvania 19130

Proposal Due Date

Proposers must upload Proposals in response to this RFP to the Office of Procurement Services by **September 10, 2026 at 2:00 PM ET** or the School District shall deem the Proposal non-responsive. Failure to meet this deadline may result in rejection of the Proposal.

Proposers must submit responses to this RFP via the online Oracle Supplier Portal in the School District of Philadelphia's Oracle ERP system, unless otherwise specified through this document or in writing by an authorized representative in The Office of Procurement Services.

Registration instructions and information on how to use the portal are available at https://drive.google.com/file/d/161RCWNTc2aKYUn0WWH2dnWgGbl7VsIOA/view?usp=sharing

Online Support for submitting responses into the SDP's Oracle Supplier Portal are available weekly on Tuesdays and Thursdays at:

https://philasd-org.zoom.us/j/81012958505?pwd=2Of9a4hYfLYYbKas2vlhN8WzfYpxER.1

For questions regarding Online Support for submissions contact the Manager of Suppliers Relationships at: bhodges@philasd.org or 215-400-5518.

Contact for Questions Regarding this Solicitation

Proposers may submit questions and request clarifications about this RFP, in writing via email, to the contact person listed below. The School District will provide its responses to all questions and inquiries, received by the give deadline, to all prospective proposers who received the original RFP, and to all other organizations who request our responses in writing.

Kaaliyah Fratarcangeli
Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street
Philadelphia, Pennsylvania 19130-4015
Kfratarcangeli@philasd.org
215-400-5338

Pre-proposal Conference

The School District will hold a virtual pre-proposal conference through the link listed below, at the date and time listed in the schedule below. This meeting offers a chance for prospective Proposers to discuss the requirements of the RFP, obtain clarification regarding the documents, and request changes from the program office and Procurement Services.

Online Video Call Link:

https://philasd-org.zoom.us/j/81938978353?pwd=xblKFYckiem8zP8A6N45KvMXyQnrLX.1

Proposal Opening

The School District will hold a virtual public opening through the link listed below, at the date and time listed in the schedule, below, in this section. This meeting offers a chance for prospective proposers to obtain the list of respondents to the RFP.

Online Video Call Link:

https://philasd-org.zoom.us/j/87464629484?pwd=HmdVrj5SW4CMWo5JyKnSVXYJ6rIRzv.1

Schedule

Event	Date/Time
● Deadline for Questions	08/20/26, 12:00 PM ET
● Pre-Proposal Conference	08/21/26, 11:00 AM ET
● Opening/Proposal Due Date	09/10/26, 2:00 PM ET
● Oral Presentations (if required)	09/14/26, 09/16/26 & 09/17/26
● Anticipated Date of Board of Education Approval	10/29/26
● Anticipated Date of Commencement of Services	When Awarded

Requirements of a Responsive Supplier

All required documents must be fully completed, signed, dated, and submitted by the RFP/Q due date for a supplier to be considered fully responsive. Failure to adhere to the directions within the RFP/Q document or failure to provide fully completed documents referenced below can result in immediate disqualification where proposers cannot be evaluated nor considered on final awards.

RFP/RFQ

- Full Proposal Response to Scope of Work
    - As outlined in Appendix A
- Organized Proposal Response
    - As outlined in Appendix C, with additional required attachments that are not included within the RFP/Q package. This includes but is not limited to:
        - City of Philadelphia Tax Clearance Certificate
        - Audited Financial Statements
        - MWBE Certifications
        - List of References
- Signed Addenda(s)
    - If applicable. Contact the Procurement Buyer for confirmation or check the SDP's General Bid and RFP Opportunities website.
- Fully Completed and Signed Appendices
    - Appendix H: Signature Page
    - Appendix I: Equal Opportunity in Hiring
    - Appendix J: Non-Collusion Affidavit - Notarized
    - Appendix K: Cooperative Purchasing
    - Appendix O: Contractor Debarment
- Appendix E: Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan
    - **Section I** - Fully completed and signed by the Prime Contractor
    - **Section II** - Fully completed and signed by the subcontractor when applicable.
    - **Section III** - Fully completed and signed by the Prime Contractor when applicable.
    - Signed **Procurement Vendor Acknowledgement Form**
    - Certifications of MWBE Primes and/or sub-contractors.

*Contact the Office Small Business Representative listed in Appendix E to clarify which documents are required as they relate to the specific RFP/Q.

APPENDIX C: PROPOSAL FORMAT

To expedite the evaluation of each Proposal, the School District requires that all Proposers organize their Proposals as described in this section. Proposers must key their Proposals to this format, using the same numbering and headings. Proposers must address each item in the sequence shown below. Proposers may further break down this format if required to present items in a more detailed manner, or to enhance the understanding of the Proposal. Proposers should prepare Proposals in a simple and concise manner, with precise and clear presentation of all information.

Section 1: Proposer Organization and Signature

This section of the Proposal must include the following:

A. the full, correct legal name, and ownership of the Proposer organization, the mailing address of Proposer's headquarters, and its telephone number. The Proposal must also include the Proposer's ownership history and experience;

B. the name and title, phone number and email address of the individual at the Proposer responsible for providing any additional required information relating to the Proposal;

C. the completed and signed Signature Page, in the form included below in this RFP as Appendix H, which includes:

1. the signature, name and title, address, telephone number and email address of the principal of the Proposer organization, who has due authority to sign the Proposal and the ensuing Contract, if any; and

2. the Proposer's Federal Tax ID Number and DUNS number.

Section 2: Experience of the Proposer

Describe the Proposer's experience with this type of work, including with school districts and with clients in Philadelphia, as applicable.

Section 3: Capacity

Describe the Proposer's capacity to perform this work, including number of personnel, equipment and infrastructure, as applicable.

Section 4: Plan of Work

Describe the Proposer's plan of work to perform this work, including planning, implementation, reporting, trouble-shooting.

Section 5: Pricing

The Cost Proposal shall include hourly billing rates for all personnel anticipated to perform work under the contract, including, at a minimum:

- Partner

- Principal
- Director
- Senior Manager
- Manager
- Senior Accountant
- Staff Accountant
- Administrative Support

The proposal shall also identify:

- Any annual rate escalation.
- Reimbursable travel rates and expenses.
- Any additional reimbursable costs.
- Any discounts available to the District.

Sample Pricing Matrix:

Position	Standard Rate	Discount	Final Rate
Partner			
Principal			
Director			
Senior Manager			
Manager			
Senior Accountant			
Staff Accountant			
Administrative Support			

*Please provide information regarding any annual rate increases

**Please provide information regarding reimbursable travel rates and expenses

***Please provide information regarding any additional reimbursable costs

Section 6: Subcontractor Data

Identify all subcontractors the Proposer plans to use, and describe their specific roles and responsibilities, and the experience and background of key personnel.

Complete the relevant sections of the specified MWBE forms within Appendix E, in addition to the Procurement Vendor Compliance Acknowledgement form.

The School District reserves the right to approve or disapprove any subcontractors that the Proposer engages or plans to engage.

Section 7: Financial Data

The Proposer(s) shall include sufficient evidence of financial stability by providing one or more of the following:

- Financial statements for the past three calendar or fiscal years.
- Profit & Loss Statements
- DUNS number

Joint Ventures. The School District will consider Proposals from joint ventures organized for the specific purpose of offering the services under this RFP, provided the joint venture satisfies the School District as to its ability to perform as required under this RFP and any awarded Contract. At a minimum, the School District will require the following as part of any Proposal by a joint venture:

1. Written evidence of joint venture status, *i.e.*, a copy of the joint venture agreement;

2. The identity by name and principal address of all joint venture participants;

3. The identity of the venturer who has day-to-day responsibility for administering the Contract, if awarded;

4. Evidence that the venturer having day-to-day responsibility for administering the Contract has prior satisfactory operations experience;

5. Complete information as to each venturer's obligation and commitment to other co-venturers with regard to the Contract, if awarded;

6. Complete description of prior relevant experience, including references (names, addresses, and telephone numbers);

7. Proof of financial responsibility;

8. Information as to contract administration responsibility in the event that the venturer identified in Item 3 above withdraws from the enterprise before Contract award or termination.

Section 8: Appendices and Addenda

The Proposer must include the following appendices in its Proposal, with all required signatures:

1. Participation Plan Form, included in Appendix E;
2. Appendix H: Signature Page;
3. Appendix I: Equal Opportunity in Hiring;
4. Appendix J: Non-Collusion Affidavit;
5. Appendix K: Cooperative Purchasing;
6. Appendix L: Vendor Code of Ethics
7. Tax Clearance Form, as stipulated in Appendix M
8. Appendix O: Contractor Debarment

Proposers must also sign and submit with their Proposal any School District RFP addenda sent during the RFP process.

The School District considers and designates as confidential and proprietary all information provided by the School District to prospective Proposers and Proposers, which information Proposers and prospective proposers may use solely for evaluating and responding to this RFP. Prospective proposers and Proposers may not and shall not disclose or release any of this information outside the prospective proposer's or Proposer's organization without written permission from the School District. The School District cannot guarantee the protection of any confidential or proprietary information provided by any Proposer.

APPENDIX D: EVALUATION CRITERIA

The School District will evaluate all Proposals submitted in response to this RFP through a School District or multi-disciplinary evaluation committee. The Evaluation Criteria in this Appendix D set forth the specific criteria the School District will use to evaluate Proposals. The School District will consider each measure included in the checklist, but the School District reserves the right and discretion to determine the different weights assigned to each criterion.

The School District will select the Proposer or Proposers for recommended award of a Contract or Contracts for the work, based on the School District's evaluation and discretion as to the best qualified Proposer or Proposers whose Proposal or Proposals best meet the needs of the School District as set forth in this RFP, and which constitute the best value to the School District, as determined in the School District's sole discretion.

Proposal Evaluation

The School District will base scoring on information including, but not limited to, the Proposer's Proposal documents, references, interviews, product demonstrations, and site visits. The evaluation team shall be under no obligation to contact Proposers for clarification of Proposals, but the School District reserves the right to do so at any time prior to execution and delivery of a Contract or Contracts.

Evaluation Criteria

The School District will evaluate Proposals on the criteria listed below and the ability of the Proposer to satisfy the requirements of this RFP in a cost-effective and efficient manner. Factors include, but are not limited to, the following:

Criteria	Brief Description	Percentage Weight
Firm Qualifications and Experience	- Experience providing governmental accounting consulting services. - Experience with K-12 school districts or other governmental entities. - Experience with ACFR preparation, year-end close, GASB implementation, internal controls, and audit support.	25%
Experience of Proposed Personnel	- Qualifications and experience of the engagement manager and key staff. - Pennsylvania CPA licensure of the engagement lead. - Relevant governmental accounting experience. - Availability and continuity of proposed personnel.	20%

Technical Approach and Understanding of the Scope	- Understanding of the District's requirements. - Proposed methodology and responsiveness. - Ability to provide timely and practical accounting advice. - Quality control process.	15%
References and Past Performance	- Success on similar engagements. - Quality of references. - Record of timely, high-quality performance.	15%
Pricing	Is the pricing proposal competitive, detailed and in line with the scope of services?	25%

Submission Requirements

A responsibility determination will be completed for each chosen supplier. The School District of Philadelphia reserves the right to require financial statements and project references when determining the responsibility of chosen suppliers.

Proposal Rejection

The School District reserves the right to reject any and all Proposals.

APPENDIX E: Business Diversity in the Procurement of Materials and Contracted Services

The School District, under the governance of the Board, seeks to ensure equal opportunity in all contracts let by the School District. To meet this goal, the School District issues this RFP under Board of Education Policy 612: *Business Diversity in the Procurement of Materials and Contracted Services* (for the purposes of this Appendix, the "Policy"). The Policy's fundamental requirements include the mandate that all contractors serving the School District provide a full and fair opportunity for the participation of Minority and Women-Owned firms and other disadvantaged enterprises ("MWBEs") in the performance of the Contract. The ranges of participation established by the School District represent meaningful and substantial participation for this work, based upon the availability of bona fide MWBE firms. The range of participation for this RFP is as follows:

MWBE Range: Best Effort

The School District may amend or adjust this range of participation. The School District will announce changes, if any, at the Pre-Proposal Conference, *see* Appendix B, to this RFP, and will also post any changes to the MWBE range on the Procurement Services website: https://www.philasd.org/procurement/.

The School District has contracted with the Office of Economic Opportunity ("OEO") of The City of Philadelphia to establish ranges of participation for RFPs and other procurements, which serve as a guide in determining each Proposer's responsibility and responsiveness. These ranges represent the percentage of MWBE participation that a contractor should attain in the available market, ready and able to provide the services required by the procurement, absent discrimination in the solicitation and selection of these businesses. These participation ranges serve as a material guide in determining Proposer responsiveness and responsibility. These ranges are based upon an analysis of factors such as the size and scope of the RFP Work and the availability of certified MWBE's to perform various elements of the Work. The School District has attached its **MWBE Participation Plan form and corresponding instructions to this RFP, below**. Proposers must carefully review and complete the Participation Plan. The School District considers submission of a Participation Plan with Proposals under this RFP to constitute a material element of responsiveness and responsibility. **Failure to submit a Participation Form can result in rejection of your Proposal**.

All questions about the Business Diversity in the Procurement of Materials and Contracted Services policy and compliance requirements should be directed to the ***Office of Small Business Development Project Manager, Richard Brown at rkbrown@philasd.org or 215-400-6061.***

Board of Education Policy 612: *Business Diversity in the Procurement of Materials and Contracted Services* applies to all School District and Intermediate Unit contracts, as designated by the School District and approved by the Board, including but not limited to, contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the School District or its contractors, assignees, lessees and licensees (the "Facilities"); contracts for professional services and contracts for the purchase of goods, services, supplies and equipment for the School District and the Facilities. Through adoption and implementation of the Policy, the School District seeks to achieve the objective of better promotion of prime contract and subcontract opportunities for MWBEs, as approved by the School District or certified by the OEO, Southeastern Pennsylvania Transportation Authority ("SEPTA"), or any other certifying agency designated by the School District in its discretion.

The Policy fundamentally requires that all contractors, vendors and consultants who contract with the School District, satisfy the School District that they shall: (i) not discriminate in contravention of any Applicable Law; and (ii) provide a full and fair opportunity for the participation of MWBEs in the work

under School District contracts. Contractors must demonstrate "meaningful and substantial" participation by MWBEs in all phases of a contract, under criteria adopted by the School District. "Meaningful and substantial" means the range of participation that reflects the availability of bona fide MWBEs for the work in the Philadelphia Metropolitan Statistical Area. The School District measures participation in the actual dollars received by MWBEs.

"Minority" as used in this Policy, means:

Black American, *i.e.*, all persons having origins in any of the Black African racial groups;

Hispanic/Latino American, *i.e.*, all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;

Asian Pacific Island American, *i.e.*, all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

Native American, *i.e.*, all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

A. Procedures for Implementation

1. Articulation of the Policy, Staffing and Reporting

The School District Office of General Counsel and the Procurement Services' Office of Small Business Development have developed this language for the RFP (the "Solicitation Language"), in order to set forth clearly the objectives of the Policy. School District employees shall include this Solicitation Language in all RFPs and similar procurements, *e.g.*, RFPs. The School District shall publicize and articulate the Policy to the public in general, and to each Person, Proposer, bidder contractor, lessee or licensee doing business with the School District.

The School District may employ additional staff or contract with other public or private entities to assist in the implementation of the Policy. School District staff shall provide the Board with quarterly reports on the levels MWBE participation in all contracting activities.

2. Promotion of MWBEs

The School District recognizes the importance of having meaningful and substantial MWBE participation in all contracts. To that end, the School District shall take steps to ensure that it affords to MWBEs a fair and equal opportunity to participate. Those steps may include but are not limited to: (i) making public contracting opportunities; (ii) advertising in newspapers and periodicals published by community-based organizations and MWBEs; and (iii) designing RFP packages in such a way as to promote rather than discourage MWBE participation.

3. Contracting Requirements

Prior to the dissemination of any RFP or other form of public solicitation (a "Solicitation"), the School District shall determine the projected range of MWBE participation in the Work procured (the "Participation Range"), and may include this information, along with the names and addresses of bona fide MWBEs potentially available for contracting or joint-venture opportunities with the Solicitation. Each Proposer shall submit with its Proposal or other form of response: (i) a plan that meets the Participation Range set forth in the Solicitation and lists the names, addresses, dollar amounts and scope of work delegated, subcontracted or otherwise allocated to the MWBE to carry out (the "Participation Plan"); or (ii) a brief narrative explaining its reasons for not submitting a Plan which meets the Participation Range set forth in the Solicitation. Submission of the Participation Plan is an element of responsiveness and failure

to submit a completed Participation Plan or a narrative explaining the reasons that the Participation Ranges could not be met may result in the rejection of a Proposal, bid or other form of response. If the Participation Range in a Proposal, bid or other form of response meets or exceeds the level determined by the School District as meaningful and substantial, the School District shall presume the Proposer's Proposal complies with the Policy. If, however, the proposed Participation Range falls below the meaningful and substantial level, then the Proposer must prove to the satisfaction of the School District that it did not discriminate in the solicitation of potential subcontractors, joint venture partners or both.

4. Sanctions

The Parties shall incorporate the Proposer's Participation Plan as a part of each Contract between the School District and a Contractor, and the Proposer's Participation Plan shall be enforceable like any other contractual term, covenant or condition, in the manner set forth in the Contract. Sanctions for breach of a Participation Plan shall include, among others, suspension or cancellation of the Contract, and in some cases debarment from future contracting opportunities with the School District.

PROPOSER RESPONSIBILITIES

THE POLICY

The Policy seeks to provide equal opportunity for all businesses and to ensure that the School District does not use its funds, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The School District is committed to fostering an environment in which all businesses freely, fairly and equitably participate in business opportunities, flourish without any impediments of discrimination, and participate in School District contracts and contracting opportunities on an equitable basis. In accordance with the contracting requirements of the School District, the Policy applies to RFPs for supplies, services & equipment, design & construction contracts, and contracts for professional services.

CERTIFICATION REQUIREMENTS

The School District shall credit toward participation ranges only firms certified by an approved certifying agency prior to RFP opening. Approved agencies include OEO, SEPTA, other state and city certification offices, State Departments of Transportation, the Small Business Administration, National and Local Minority Supplier Development Councils; National Association of Women Business Owners, and other identified certifying agencies approved by the School District.

PARTICIPATION CREDIT

MWBE subcontractors and manufacturers and suppliers of products are credited toward the participation range at 100%.

Proposers who utilize indirect contracting with MWBE firms to satisfy the participation range may do so, however indirect participation may not exceed twenty five percent (25.0%) of the requirement.

In order to maximize opportunities for businesses, the School District shall credit a firm certified in two or more categories toward only one participation range, *e.g.*, as either an MBE or WBE, but not both. Proposers should note in their Proposal the category; MBE, WBE, or other, for which the Proposer seeks credit.

For an MWBE submitting as the prime contractor, the School District shall credit toward the participation ranges the value of its own work or supply effort.

In listing amounts committed to on the Participation Plan submitted as part of its Proposal, Proposers should list both the dollar amount and percentage of total RFP Compensation for each MWBE

commitment proposed. In calculating the percentage, Proposers may apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollars and percentages listed on the Participation Plan form, the School District shall use and rely on the amount which results in the greater commitment.

RESPONSIVENESS

Proposers must submit documentary evidence of MWBEs solicited by the Proposer and of those MWBE with whom the Proposer has made tentative commitments.

Proposers shall submit with their Proposals documentation of all Proposer solicitations of prospective MWBEs, regardless of whether tentative mutual commitments resulted, as well as all tentative commitments made prior to Proposal submission, on the document entitled "Participation Plan" form. If the Proposer has entered into a joint venture with a MWBE partner, the Proposer must submit a copy of the joint-venture agreement along with the Participation Plan form.

The School District shall reject as non-responsive all Proposals from Proposers who fail to submit the required information on MWBE participation. Proposers should note that the School District shall credit toward the Participation Ranges only tentative commitments made prior to Proposal submission and listed on the Participation Plan form. Since the School District must ensure that all Proposers respond on equal terms, the School District shall reject as non-responsive a Proposal that indicates that the Proposer will make commitments after Proposal opening.

Upon execution and delivery of a definitive Contract, the completed Participation Plana forms and accompanying documents regarding solicitation and commitments with MWBEs become legally binding as part of the Contract. A Proposer should only make actual solicitations of MWBEs whose work or materials are within the scope of the RFP Work. The School District shall not deem mass-mailing of a general nature as MWBE solicitation, but rather treat these mailings as informational notification only. Prospective Proposers should give all solicited MWBE firms a reasonable period of time to ensure that MWBEs can prepare their quotes adequately and diligently.

The Proposer's listing of a commitment with an MWBE as described on the Participation Plan form constitutes a representation that the Proposer has, prior to Proposal submission, made a tentative commitment to contract with the MWBE firm, on receipt of a Contract from the School District.

PROPOSAL REVIEW

Upon receipt of Proposals for this RFP, the School District shall submit Proposer's Proposal for review to the School District's Office of Small Business Development ("SBD") to determine whether the Proposer has submitted a Proposal that meets the Participation Ranges for MWBE set forth in this RFP. If the Proposal meets these ranges, the School District shall rebuttably presume the Proposer to have met the requirements of the Policy.

Contractors shall maintain MWBE percentage commitments throughout the Term of the Contract; these percentage commitments shall apply to the total Contract value, *i.e.*, the Compensation, which shall include approved change orders and amendments. Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts must be approved by the School District.

ACCESS TO INFORMATION

The SBD unit or its designee shall have the right to make site visits to the Proposer's place of business and job site, and to obtain documents and information from any Proposer, Contractor, Subcontractor,

supplier, manufacturer or other contract participant that may be required in order to ascertain Proposer responsibility and responsiveness. Failure to cooperate with the SBD unit in its review shall result in a recommendation to the School District user Department and RFP evaluation team that the School District deem the Proposer not responsible and reject its Proposal.

RECORDS AND REPORTS

The Contractor shall maintain records relating to its MWBE commitments, *e.g.*, copies of subcontracts, joint venture agreement, correspondence, canceled checks, invoices, telephone logs; for a period of at least six years following acceptance of final payment. 24 P.S. § 5-518. The Contractor shall make these records available for inspection by the SBD unit and other appropriate School District officials.

The Contractor shall submit reports and other documentation to the School District as deemed necessary by the SBD unit to ascertain the Contractor's successful discharge of its MWBE commitments.

REMEDIES

The School District deems the Contractor's successful compliance with the requirements of the Policy material to the Contract. Any failure to comply with these requirements constitutes a substantial breach of the Contract. The Contractor understands, acknowledges and agrees that in the event the School District determines that the Contractor has failed to comply with these requirements, the School District may, in addition to any other rights and remedies the they may have under the Contract, any bond filed in connection therewith, or at law or in equity, exercise one or more of the following remedies:

- withhold payment(s) or any part thereof until corrective action is taken;
- terminate the Contract, in whole or in part;
- suspend the Contractor from participating in any future School District Contracts for a specified period; or.
- recover as liquidated damages, one percent of the Compensation under the Contract for each one percent, or fraction thereof, of the commitment shortfall. *Note*: the "Compensation", *i.e.*, the total dollar amount of the Contract, shall include approved change orders, amendments, and for requirements contracts shall be based on actual quantities ordered by the School District.

APPEAL PROCESS

Appeal of any action taken under the Business Diversity in the Procurement of Materials and Contracted Services Policy state the clear reason for appeal and shall be made in writing to:

Throne Cropper, Deputy Chief, Procurement
Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street, Third Floor
Philadelphia, PA 19130-4015

M/WBE Participation Plan Form Instructions

MWBE Participation Plan Submission & Form Completion Requirements:

The M/WBE Participation Plan Forms must be submitted with all vendor responses to the solicitation. Failure to submit and complete the appropriate MWBE Participation Plans Forms will result in the Prime Contractor's response to this solicitation as **non-responsive** and subject the response to disqualification.

1. **Prime Contractor Responsibilities:**
    - Complete **Section I**, ensuring all rows are filled, dated, and/or signed with the Prime Contractor's information.
    - If the Prime Contractor is a certified Small Business or Minority and/or Women Owned vendor, include a copy of the valid certification. **Section II is not required should the Prime Contractor be a certified Small Business or Minority and/or Women Owned vendor.**
    - If the Prime Contractor is not already a certified Small Business or Minority and/or Women Owned vendor, specify the approximate percentage and/or dollar amount of the commitment to each certified MWBE subcontractor upon award on the following pages:
    - **Section II.** – "Approximate $ amount of Subcontract" or "Subcontract % of Total Contract Amount"
    - The Prime Contractor is also responsible for completing the **Procurement Vendor Compliance Acknowledgement Form**, following the MWBE Participation Plan Forms.
2. **Subcontractor Responsibilities:**
    - Each Subcontractor must complete **Section II.**, ensuring all sections are filled, dated, signed and returned to Prime to include in the original submission.
    - If a Subcontractor is a certified vendor, include a copy of the valid certification.
    - Failure to complete **Page II.** correctly will deem the entire M/WBE Participation Plan Form and vendor response as non-responsive, subjecting the Prime Contractor's response to disqualification.
3. **Additional Subcontractors:**
    - If needed, use multiple copies of **Section II** for each additional Subcontractor.
    - Multiple certified Small Business/MWBE sub-contractors can be utilized to meet the required MWBE Goal referenced within this Bid/RFP document.
4. **Diversity Certifications:**
    - Include copies of all active and current Small Business and/or MWBE certifications for both the Prime Contractor and/or any Subcontractors, as applicable.
    - All certifications must be current at the time of submission.

5. **MWBE Goal Compliance:**
    - If the MWBE Goal cannot be met, the *Prime Contractor* must:
    - Utilize **Section III** to provide an explanation and;
    - Submit evidence of Best Efforts for review and compliance by the Office of Procurement Services. This includes completing the table within **Section III** and listing at least three (3) sub-contractors that have been contacted to meet the goal set forth as a percentage or Best Efforts.

Note: Section III is not required if the Prime Contractor and/or Sub-Contractor has met the MWBE Goal by completing **Section I** and/or **Section II**.

OFFICE OF PROCUREMENT SERVICES
OFFICE OF MINORITY AND SMALL BUSINESS DEVELOPMENT
Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan

I. Information in this section refers to the Prime Contractor/Vendor.

Company Name:				Federal Tax ID:	
Address:				Phone Number:	
City:		State:		Zip Code:	
DBA (if applicable):				Fax Number:	
Primary Contact Person:		Primary Contact Email:			
Compliance Contact:		Compliance Contact Email:			
Bid/RFP Number:		Contract Overall MWBE Goal:			

Diversity Business Certification to be used on this contract(s): **Check all that apply and INCLUDE a copy of the certification.**

- ☐ Minority-Owned Business Enterprise (MBE)
- ☐ Women-Owned Business Enterprise (WBE)
- ☐ Federally Certified Disadvantaged Business Enterprise (DBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Disabled Owned Business Enterprise (DSBE)
- ☐ Veterans Business Enterprise (VBE) / Certified Service-Disabled Veterans
- ☐ Business Enterprise (SDVBE)
- ☐ LGBT Business Enterprise (LGBTBE)
- ☐ Diversity Business Certifying Agency: _____
- ☐ None

Authorized Representative Signature:			
Print Name:			
Title:		Date:	
Certifying Agency		Certification No.	

☐ The School District of Philadelphia NON-Profit Registration Certificate

Date certificate approved:_____ Certificate expiration date._____

Non-profit certification is renewed annually by the vendor..

For School District of Philadelphia, Office of Procurement ONLY:

For School District Employee signature ONLY:_____Date:_____

II. This section pertains to the subcontractors involved throughout the entire duration of this contract. Use Section II of this form for each additional subcontractor as needed. Please include copies of all relevant certifications.

Company Name:				Federal Tax ID:	
Address:				Phone Number:	
City:		State:		Zip Code:	
DBA (if applicable):			Fax Number:		
Primary Contact Person:			Primary Contact Email:		
Compliance Contact:			Compliance Contact Email:		
Description of Services Provided:					
Approximate $ amount of Subcontract:			Subcontract % of Total Contract Amount:		

Diversity Business Certification to be used on this contract(s): **Check all that apply and INCLUDE a copy of the certification**.

☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Federally Certified Disadvantaged Business Enterprise (DBE)
☐ Small Business Enterprise (SBE)
☐ Disabled Owned Business Enterprise (DSBE)
☐ Veterans Business Enterprise (VBE) / Certified Service-Disabled Veterans
☐ Business Enterprise (SDVBE)
☐ LGBT Business Enterprise (LGBTBE)
☐ Diversity Business Certifying Agency: _____
☐ None – not applicable

Authorized Representative Signature:			
Print Name:			
Title:		Date:	

☐ The School District of Philadelphia NON-Profit Registration Certificate

Date certificate approved:_____ Certificate expiration date:._____

Non-profit certification is renewed annually by the vendor.

For School District of Philadelphia, Office of Procurement ONLY:

For School District Employee signature ONLY:_____Date:_____

THE SIGNER COMMITS TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/PROPOSER CONDITIONED ON THE BIDDER/PROPOSER'S EXECUTION OF A CONTRACT WITH THE SCHOOL DISTRICT OF PHILADELPHIA.

III. M/WBE CONTRACTOR GOOD FAITH EFFORTS FORM

The Prime Contractor/Vendor must complete information in this section if the Prime Contractor(Vendor) proposes no Small Business and/or MWBE commitment.

Bidder/Applicant's Company:			
Authorized Representative:		**Title:**	
Address:			
Phone:		**Email:**	

The Bidder or Prime Contractor has the burden of demonstrating "Good Faith Efforts" to meet the diverse contracting goals. I certify that the following certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the above-mentioned project/contract. List the certified firm's information: date, name, certification, contact person, contact phone number, type of work to be performed, and the estimated budgeted amount for each vendor, along with results of contact (please use the list below to indicate the result).

Date	Certified Firm Name	Firm's Certification(s)	Firm's Contract Person	Firm's Contact Phone #	Type of Work	Estimated Budgeted Amount for Certified Firm	Results (select from the list below)

To the best of my knowledge and belief, said certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please give the appropriate reasons given by each MBE/WBE firm contacted above. See the list below of results based on the contacted certified M/WBE vendor:

A. Firm agreed to sub-contract and will enter into a formal agreement with the bidder

B. Did not have the capability/capacity to perform the work

C. Contract too small

D. Remote location / No presence in that area

E. Received solicitation notices too late

F. Did not want to work with this contractor

G. Other (give reason)

The Prime Contractor attests that it submits the following as evidence of its good faith efforts to find and retain certified minority and women-owned business enterprises in connection with this Bid or Proposal.

Authorized Representative Signature:				
Print Name:				
Title:			Date:	

PROCUREMENT VENDOR COMPLIANCE ACKNOWLEDGEMENT FORM

The Pennsylvania Public School Code authorizes the Board to adopt policies and procedures and to make rules and regulations to manage school affairs and fiscal well-being of the District, including with respect to competitive procurements and vendor responsibility. The School District of Philadelphia requires contracted vendors to comply with the policies and procedures adopted by the Board of Education. The School District of Philadelphia will maintain comprehensive records regarding the entire scope of the procurement process, post-award compliance, and administration of the M/WBE participation and compliance adherence process.

I, _____{*Company Name*}, do hereby acknowledge and agree to the following:

1. I have read, carefully reviewed this Invitation for Bid (IFB), RFQ, or RFP and understand the benchmarks and measurements to achieve diversity goals as outlined for M/WBE Participation. Board of Education Policy 612 Business Diversity in the Procurement of Materials and Contracted Services further outlines Business Diversity Goal requirements.
2. I understand that the completion and submission of the M/WBE Participation Plan Form and the supplementary documentation to support if applicable is an element of responsiveness to this IFB, RFQ, or RFP. Failure to submit this documentation with the proposal and/or evidence of Good Faith Efforts will result in rejection of the IFB, RFQ, or RFP.
3. If awarded a contract, I understand and will comply with all contract monitoring, compliance, and enforcement guidelines, including but not limited to recordkeeping and ongoing reporting on contract diversity outcomes that offer the maximum practicable opportunity for qualified and certified M/WBEs and other disadvantaged enterprises to participate throughout all phases of the contract and any subsequent contract amendment. Such as:
    - Monthly and Quarterly post-award compliance reporting via the School District of Philadelphia Oracle Supplier Compliance System to ensure that the vendor meets diversity participation commitments and other contract requirements.
    - Ongoing monitoring of prime contractors' payments to M/WBEs and other contractors utilized through payment reporting and acceptance of payments by sub-contractors.
    - Participating in ongoing training related to vendor compliance and reporting requirements.
4. I understand that non-compliance with vendor compliance reporting and/or diversity participation commitments throughout the life of the contract may result in any of the following events, including but not limited to: withholding of payments, contract termination, suspension, disqualification, debarment, or other sanctions and penalties for failure to comply.
5. I agree to conduct business with the highest levels of ethical standards and agree to comply with all applicable requirements at all times.

Receipt and Acknowledgement

By signing below, I agree that I have read both this acknowledgement statement and the referenced policies in their entirety. I understand that I am subject to these policies whether or not the acknowledgement form is signed. Lack of confirmation of receipt of the acknowledgement form does not exempt a vendor or contractor from Board policy enforcement.

Company Name: _____

Company Representative: _____

Signature: _____

Title: _____ Date: _____

Company's Compliance Officer: _____

Email Address of Company's Compliance Officer: _____

APPENDIX F: THE COMPETITIVE PROCESS

RFP Terms.

The competitive process set forth in this RFP, if successful, results in the execution and delivery of a definitive, legally binding contract, under which the School District engages a Proposer as Contractor to carry out the Work as set forth in the Contract, including, generally, this RFP and the Proposal.

This Appendix F sets forth the terms and conditions applicable to the overall competitive RFP process. Please review this Appendix carefully in order to understand both the rights of the School District and the duties of all Proposers.

Non-Commitment. The issuance of this RFP does not commit the School District to any award of a Contract or Contracts.

Reservation of Rights; Modification.

The School District reserves the right to supplement, amend or otherwise modify this RFP at any time prior to or after the selection of a Proposer to enter into contract negotiations or a Contract. Subject to the School District's reserved rights under this Section, if the School District determines to modify this RFP (in response, for instance, to a question or inquiry), the School District will issue an Addendum to this RFP. If the School District issues an Addendum to this RFP, the School District will send a copy of the Addendum to all Persons then involved in the completion of the RFP process.

In addition, the School District reserves the rights, in its sole discretion: (a) to accept or reject, at any time prior to the School District's execution of a Contract in connection with this RFP, any or all Proposals or any part of any Proposal submitted in response to this RFP; (b) to waive any defect or defects, including but not limited to a material defect, or technical omission or error; or (c) to advertise for new Proposals where School District, in its sole discretion, determines that the acceptance, rejection, waiver or re-advertisement would be in the best interests of the School District.

Further, the School District reserves the right to reject any Proposal which the School District, in its sole discretion, finds incomplete, obscure, conditional, or unbalanced, or which contains irregularities of any kind, including alterations or erasures. The School District shall reject any Proposal which fails to comply with any of the other mandatory requirements of this RFP.

For the sake of clarity, the School District reserves the right to decline to issue an award or contract to any Proposer, to cancel this RFP at any time, to re-issue this RFP for any reason, and to advertise for new proposals on the same or modified terms and conditions, or any combination of these actions, in the School District's sole discretion. The School District reserves the right to negotiate all or any part of a Proposer's Proposal at or prior to the execution and delivery of a Contract.

RFP Alterations. The School District strictly forbids any alterations to the text or any file associated with this RFP in any way. Any alterations to any version of this RFP, if submitted by a Proposer to the School District, may result in the School District deeming your Proposal unresponsive .

Submission of a Proposal. A Proposer's submission of a Proposal constitutes the Proposer's covenant, representation and warranty to the School District of the truth and accuracy, in all material respects, of the information set forth in the Proposal; the submission of a Proposal also constitutes the Proposer's acknowledgement that the School District reasonably relies on the contents of the Proposal in making its decision to award a Contract to the Proposer, or to negotiate the terms of a Contract with the Proposer.

Limit on Communication. From the date of the issuance of this RFP to the date of authorization to contract, the School District shall not permit any communication concerning this RFP between any

prospective Proposers or their agent(s) and any School District staff or School District representatives, except as permitted and set forth in this RFP, *see* Appendix B, above. The School District expressly prohibits communication with School District staff or representatives, except as permitted and set forth in this RFP, *see* Appendix B, above. Any communication in violation of this provision shall not bind the School District, and violation of this provision by any prospective Proposer or Proposer or its agent constitutes grounds for immediate disqualification.

Interviews, Oral Presentations. The evaluation process may also include requests for additional information or data if, in the judgment of the School District, this could aid in completing a fair and accurate analysis. The School District reserves the right to request that one or more Proposers give oral presentations, demonstrations, or answer questions, or any or all three, about its Proposal, after receipt thereof, to clarify any aspect of its Proposal or to describe how the Proposer will accomplish any and all requirements. The School District shall advise the Proposer as to the time and place for any such oral presentation or presentations. The Proposer must make the presentation as requested, and should be prepared to discuss all aspects of its Proposal in detail. The School District anticipates that the typical oral presentation will require thirty (30) minutes for presentation and an additional fifteen (15) minutes for questions. Proposers must supply an email address and direct phone number of a contact person to permit efficient scheduling of presentations.

Negotiations. The School District reserves the right to negotiate all or any part of a Proposer's Proposal at or prior to the execution and delivery of a Contract. The School District reserves the right to negotiate unacceptable limitations or restrictions in an otherwise acceptable Proposal, and the right to reject such a Proposal. In the event that the School District and a Proposer cannot reach an agreement, the School District reserves the right to cut off negotiations with the Proposer at any time, and the right to negotiate a Contract with any remaining responsive and responsible Proposers, to decline to enter into any Contract or Contracts pursuant to this RFP, and to issue another RFP on the same, similar or altered terms, for some or all of the services contemplated by this RFP. The School District may negotiate with a Proposer or Proposers before or after the resolution passed by the Board, in any manner the School District or the Board, in their sole discretion, deem fit. No Person or Proposer shall have any rights against the School District arising at any stage of the RFP process from any negotiations that may take place.

Board Authorization. After the School District has reviewed all Proposals and interviewed Proposers of its choosing, if applicable, the School District anticipates seeking Board approval to authorize the School District to contract with one or more Proposers. The Contract or Contracts, if any, awarded pursuant to this RFP remain subject to due authorization hereafter by the Board of the School District.

Duration of the Proposal. A Proposal constitutes the Proposer's firm, fixed offer to enter into and perform a Contract with the School District for the Work described in this RFP and its Proposal, on the terms and conditions set forth in this RFP, in its Proposal, and in the form of Contract, that is, the Agreement for Services and School District Standard Terms and Conditions, and Federal Grant-Funded Agreements Contractor Requirements, if applicable; and Pennsylvania Department of Education Contractor Requirements, if applicable, or both, attached or linked in Appendix G, below.

In consideration of the School District's evaluation of the Proposer's Proposal, the Proposer hereby irrevocably covenants and agrees to hold open its Proposal as a firm, fixed offer to enter into and perform such a Contract with the School District for a period of at least one hundred eighty (180) calendar days commencing on the Proposal due date set forth in Appendix B, above. If the School District has not given notice to a Proposer of the School District's intent to either (i) execute and deliver a Contract with the Proposer on the terms and conditions set forth in this RFP, the Proposer's Proposal and the Contract set forth in Appendix G attached hereto, or (ii) enter into contract negotiations with the Proposer, within one hundred eighty (180) calendar days from the Proposal Due Date set forth in Appendix B, above, then the Proposer may withdraw its Proposal by written notice to the Procurement buyer specified within Appendix B, and thereupon may thereafter decline to enter into a Contract with the School District pursuant to this RFP.

Definitive Contract. Proposers who submit a Proposal in response to this RFP agree to accept the School District's Agreement for Services, Standard Terms and Conditions, and applicable Federal and Pennsylvania Department of Education Contractor Requirements, set forth in Appendix G. The successful Proposer(s) shall enter into a definitive, formal written Contract with the School District. The Contract form constitutes a material part of this RFP and Proposers hereby acknowledge their receipt, comprehension and acceptance of the terms and conditions set forth in this Contract form. The School District requests that each Proposer indicate their acceptance of the Terms and Conditions and Federal and Pennsylvania Department of Education Contractor Requirements, if applicable, attached or linked in Appendix G.

The Contract shall consist of (i) the form of contract attached hereto as Appendix G, (ii) this RFP, (iii) Proposer's Proposal, and (iv) such other instruments as the School District and the Proposer may agree to. The Contract shall, among other things, (a) bind the Contractor to carry out the Work in conformity with the RFP and the Proposal forming part of the Contract; (b) require the Contractor to obtain criminal history record checks, both Pennsylvania State Police and FBI (with fingerprints), and a Pennsylvania Child Abuse History Clearance Report on all personnel and subcontractors who have direct contact with children; (c) bind the Contractor to a definite term of service and budget; (d) set forth terms and conditions governing accrual of fees and payment; (e) cap the Contractor's compensation; and (f) require the Contractor to maintain books, records, and acceptable accounting procedures regarding its costs, expenses, receipts and disbursements, and submit to audits by the School District and others.

Proposers must carefully review the form of contract attached hereto as Appendix G; the terms and conditions set forth therein constitute material terms and conditions for the Contract and the performance of the Work contemplated by this RFP. In general, the School District does not contemplate the need for substantial or material revisions to these Contract forms. In the event that a Proposer seeks to alter these legal forms, the School District requires that the Proposer clearly set forth in its Proposal any modification or modifications it seeks. The Proposer shall state its reason for each requested modification. Requests to modify these legal forms may constitute a negative factor in the School District's evaluation of a Proposal and may delay the definitive Contract.

Proposer-Contractor Responsibility. The successful Proposer-Contractor shall bear sole responsibility for meeting all terms and conditions specified in this RFP, its Proposal, and any resulting Contract.

City of Philadelphia Tax Requirements. Any vendor of goods, wares and merchandise, or purveyor of services, who has been awarded a Contract by the School District, will incur liability for payment of one or more of the following taxes; Mercantile License Tax, Net Profits Tax, City Wage Tax and General Business Tax. The successful Proposer, if not already paying one of more of these taxes, must apply to the City's Department of Revenue, Room 240, Municipal Services Building, 15th Street and John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19107, for an account number, and file appropriate business tax returns as provided by law.

No Defaults, Debts or Arrears. The School District shall not make any award to any Person in arrears or in default with the School District, the City, or the Commonwealth of Pennsylvania upon any debt or contract, including any debt for any tax or taxes due, or who has failed to perform faithfully on any previous contract with the School District, the City or the Commonwealth.

Proposal Costs and Ownership. The School District shall have no liability for any costs associated with the development, preparation, transmittal or presentation of any Proposal or material submitted in response to this RFP. Each prospective Proposer responding to this RFP agrees that it shall have no claim of any nature whatsoever against the School District for any costs or liabilities incurred relating to or in any way arising out of this RFP or in preparing and presenting its Proposal. The Proposal and all materials submitted in connection with this RFP shall become the property of the School District upon receipt by the Office of Procurement Services, and shall not be returned to the Proposer or Contractor. Regardless of the Contractor(s) selected, the School District reserves the right to use any information presented in a Proposal.

Public Disclosure. The information submitted by the Proposer, including statements and letters, remains subject to public disclosure as required by federal and other Applicable Law, including but not limited to the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq. ("RTKL"). Prior to contracting, the School District shall disclose Proposals submitted in response to this RFP to the members of the Evaluation Committee only, unless otherwise required by Applicable Law. The potential need for negotiations, or for "best and final offers", and the need to protect the integrity of the public procurement process, preclude general disclosure of this information until after the Contract award.

Proposer's Confidential or Proprietary Information. The School District cannot guarantee the protection of any confidential or proprietary information provided by Proposer. The foregoing to the contrary notwithstanding, if a Proposer reasonably deems and properly designates any portion of its Proposal as containing its own trade secrets, copyrights, trademarks, service marks or other validly held intellectual property rights, then the School District shall receive and hold the properly designated portions of the Proposal as confidential to the fullest extent permitted by law, including the RTKL; shall use reasonable diligence to preserve the confidential nature of the pertinent portions of the Proposal; shall use reasonable diligence to protect and preserve the Proposer's valid legal rights therein; and shall give the Proposer or Contractor reasonable notice of any legal proceeding that the School District believes may compel the production to a third party of any portion of the Proposal which the Proposer has reasonably deemed and properly designated as containing its own trade secrets, copyrights, trademarks, service marks or other validly held intellectual property rights. In consideration of the foregoing covenant, the Proposer, by the act of submitting its Proposal, covenants and agrees to defend, indemnify and hold harmless the School District and its officers, employees and agents from and against any loss, claim, cost or cause of action by any third party arising out of any violation or alleged violation of any intellectual property right in any portion of the Proposal.

Advertising and Publicity. Proposers and Contractors may not make or issue any news releases or commercial advertising pertaining to the services contemplated under this RFP or any resulting Contract without the prior written approval of the School District, which approval the School District may grant, condition or withhold in its sole discretion.

Defined Terms.

1. "Board" means the Board of Education of the School District, which constitutes the board of school directors of the School District under Applicable Law, including but not limited to the Philadelphia Home Rule Charter, 351 Pa. Code §§ 12.12-100, et. seq.; the Pennsylvania Public School Code, 24 Pa. Stat. § 1-101 *et seq.*; and the First Class City Public Education Home Rule Act, 53 Pa. Stat. 13201 *et seq*.

2. "Contract" or "Contracts" means a definitive written contract between a Contractor and the School District pursuant to which the School District engages a Contractor to perform services pursuant to this RFP and the Contractor's Proposal. Each Contract shall consist of (a) the Agreement for Services and Standard Terms and Conditions set forth in Appendix G attached hereto and hereby made a part hereof, (b) this RFP, (c) the Contractor's Proposal, as the parties may have negotiated and amended said Proposal; (d) Contractor's budget for its Services for the Term of the Contract; and (e) such other instruments as the School District may approve, which approval the School District may grant, condition or withhold in its sole discretion. "Contract" includes the Contract as the same may be amended from time to time by the School District and the Contractor.

3. "Commonwealth" means the Commonwealth of Pennsylvania.

4. "Contractor" means a Proposer who has executed and delivered a Contract with the School District pursuant to this RFP and its Proposal.

5. “Intermediate Unit” means the Philadelphia Intermediate Unit, also known as Intermediate Unit No. 26, an intermediate unit under the law of the Commonwealth of Pennsylvania, established by the Board of Education of The School District of Philadelphia pursuant to the Act of May 4, 1970, No. 102, P.L. 311, codified at 24 P.S. § 9-951 *et seq.*

6. “OEO”, as defined in Section VIII below, means the Office of Economic Opportunity of The City of Philadelphia.

7. “Minority” has the meaning specified in Appendix E above.

8. “M/WBE” and “M/WBEs”, as defined in Appendix E above , means minority- or women-owned business enterprises.

9. “Participation Range” has the meaning specified in Appendix E above.

10. "Person” means an individual, sole proprietor, partnership, corporation, whether for-profit or not-for-profit, limited liability company, limited partnership, limited liability partnership, business trust or other association.

11. “Policy,” as defined in Appendix E above, means Policy 612- Business Diversity in the Procurement of Materials and Contracted Services adopted by the Board January 30,2020.

12. “Proposal” means a written proposal responsive to the requirements of this RFP submitted to the School District in conformity with the requirements of this RFP by a responsible Proposer.

13. “MWBE Participation Plan” has the meaning specified in Appendix E above.

14. “Proposer” means a responsible Person who submits a Proposal.

15. “RFP” means this Request for Proposals. This RFP shall include the Appendices, Schedules, and Addenda, if any, attached hereto or subsequently issued by the School District, all of which are hereby incorporated herein by reference.

16. “School District” means The School District of Philadelphia, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania, established pursuant to Article XII of the Home Rule Charter of The City of Philadelphia. The School District is a separate and independent home rule School District of the first class under Pennsylvania law. The School District, under the governance of the Board, by contractual arrangements with the Intermediate Unit, provides staff to support the administrative and other functions of the Intermediate Unit.

17. “Solicitation” means an Invitation for Bid, Request for Proposals, Request for Qualifications or other competitive process

20. For other defined terms, please refer to the Standard Terms and Conditions, part of Appendix G to this RFP.

Other Requirements of the Contract.

The Contract shall incorporate the following additional terms and conditions.

1. The Contractor shall obtain use of a location or locations to carry out its services and any other services set forth in the Contract, and shall ensure that the Contractor and any Subcontractors comply with all federal, state and local laws and regulations in connection therewith, including but not limited to any and all zoning and environmental laws and regulations.

2. The Contractor shall give hiring preference to qualified School District employees whose positions have been terminated, in, for instance, a reduction-in-force.

3. The Contractor shall not use program funds to pay any of the Contractor's legal expenses for the prosecution or defense of claims against the School District or the Intermediate Unit.

4. Limitations: The Contractor shall not budget, charge or collect as fee, or incur any cost or expense, under its Contract except in conformity with Applicable Law and its Contract. The Contractor shall not charge or collect as fee, or incur any cost or expense, under its Contract except in conformity with a Budget prepared in conformity with the Contract and duly approved by the School District. In instances where the Contractor's costs and expenses serve its program of services and other programs and businesses of the Contractor, the Contractor shall pro-rate such costs and expenses across all relevant programs operated or run by the Contractor out of said offices or facilities.

5. Employment History Review. The Contractor shall promptly and timely carry out the employment history review process set forth in 24 Pa. Stat. § 1-111.1 (Act of October 22, 2014, P.L. 2624, No. 168).

APPENDIX G: SAMPLE AGREEMENT FOR SERVICES, STANDARD TERMS AND CONDITIONS, AND GRANT-FUNDED CONTRACTOR REQUIREMENTS

Contract Number:
Funding Source:

Agreement for Services

Project:
_____

In consideration of the mutual promises set forth below, intending to be legally bound, **THE SCHOOL DISTRICT OF PHILADELPHIA**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the "School District"), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and _____, a _____ (the "Contractor"), located at _____ _____, have executed and delivered this Agreement for Services (the "Contract") as of _____, 201_.

1. *The Engagement, the Work, the Standard Terms and Conditions*. Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the "Work") set forth in (a) the attached Exhibit "A-1" – School District Statement of Work; (b) Exhibit "A-2" – School District Request for Proposals No. RFP -___; and (c) the attached Exhibit "A-3", the Contractor's Proposal submitted in response to RFP - ___ (each of which includes any sub-exhibits, attachments or addenda incorporated therein), and Exhibit "B" – the Contractor's Budget (the "Budget"). The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include the School District Standard Terms and Conditions (the "Standard Terms and Conditions") attached hereto as Exhibit "C".

2. *Action Item*. The School District Board of Education authorized this Contract by its action item number _-__, dated _____. The Parties have attached the action item to this Contract as Exhibit "D" for reference but have not made the action item a part of this Contract. The School District has no power to contract for the Work outside the scope of the action item.

3. *Contract Term*. The term of the Contract shall begin _____ and end _____ (the "Term"), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

4. *Compensation*. As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, a total fee not to exceed _____ **Dollars ($_____), conditioned, however, upon the continued availability of funds, as set forth in Sections 6 and 7 of the Standard Terms and Conditions** (the "Compensation").

a. *Budget*. The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor's Budget attached as Exhibit "B", and the School District shall pay the Contractor strictly in conformity with the Contractor's Budget.

b. *Fee Structure*. The Contractor shall earn the Compensation on the following basis (check one):

☐ flat fee, prorated and billed monthly, or otherwise, as provided in Section 5 below;

☐ at the hourly rate or rates per hour of labor specified in Exhibit "B" or Exhibit "A", and billed

monthly, or otherwise, as provided in Section 5 below; or

X on such other basis as the Parties have specified, if any, in Exhibit "B" or Exhibit "A", and billed monthly, or otherwise, as provided in Section 5 below.

5. *Invoices*. The Contractor shall submit timely invoices to the School District Responsible Official named in Section 7 below and, unless the Parties have agreed to a different schedule as set forth in Exhibit "A" or Exhibit "B" hereto, the Contractor shall submit not more than *one invoice per month*. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Term. The Contractor shall submit invoices in accordance with Section 3 of the Standard Terms and Conditions. All invoices shall include an itemization of charges and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

Notices. The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

	School District Responsible Official:	*Contractor:*
Name:		
Title:		
Party:	The School District of Philadelphia	
Address:		
Telephone:	(___) ___-____	(___) ___-____
Fax:	(___) ___-____	(___) ___-____
E mail address:		
Program Office (School District):		

6. *Order of Precedence*. The Parties have attached the following Exhibits to this Contract, each of which the Parties have agreed to incorporate in and make a part of this Contract:

Exhibit	*Exhibit Name*
"A"	Contractor's Statement of Work
"B"	Contractor's Budget
"C"	School District Standard Terms and Conditions
"E"	[applicable grant related requirements]

In the event of conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit "E"; third, Exhibit "C"; fourth, Exhibit "A"; ; and fifth, Exhibit "B". The Parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Contract, including each Exhibit hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause; where more than one clause, covenant or term may address the same subject matter the Parties shall comply with the most restrictive of the pertinent clauses, covenants or terms. The Parties shall not construe particular clauses, covenants or terms to conflict with one another if, in light of the terms of the Contract taken as a whole, the Parties can reasonably construe the clauses, covenants or terms in a manner which does not give rise to a conflict.

8. [If Applicable] Modifications: Master Grant Agreement. The Parties have attached hereto as Exhibit "E", a true, correct and complete copy, as redacted of the _____], dated _____, by and between the School District and _____ (the "Master Grant Agreement"; OGC Contract No. _____; _____. The Contractor acknowledges and agrees that the Master Grant Agreement sets forth the terms and conditions upon which the School District receives the funds with which it will make payment to the Contractor hereafter.

a. Implementation of Master Grant Agreement Requirements. The Contractor shall observe and perform when due all covenants, agreements and obligations of the School District under the Master Grant

Agreement to the extent applicable to the Contractor's Work under this Contract, including, but not limited to reports, cost sharing, payment, confidentiality and privacy, publicity, civil rights and nondiscrimination, disputes, research, closeout, audit, compliance with other Commonwealth and federal requirements, School District assurances, and patents, copyrights and trademarks. The Contractor shall not commit or permit to be committed any act or omission which shall or may breach any term or condition of, or constitute a breach of contract or an event of default under, the Master Grant Agreement. The Contractor acknowledges and agrees that in the event of the termination of the Master Grant Agreement or the School District's interest therein, for any reason, then the School District shall have the right and option to terminate this Contract by notice to the Contractor without any liability whatsoever of the School District to the Contractor. All of the terms and conditions contained in the Master Grant Agreement are incorporated in this Contract as if set forth herein in full, as terms and conditions of this Contract. The Contractor shall promptly carry out any proper orders or directions of the School District given pursuant to the Master Grant Agreement. The Contractor shall comply and shall cooperate with the School District in order to ensure that the School District complies faithfully, with the requirements of the Master Grant Agreement and Applicable Law pertinent to the Master Grant Agreement and the public funding associated with the Master Grant Agreement.

b. *Federal Programs; Federal Funding*. The Contractor acknowledges and agrees that the School District makes payment of the Compensation under this Contract to the Contractor with federal funds. Accordingly the Contractor acknowledges and agrees that it constitutes a subrecipient for federal program purposes and that the basis of payment by the School District to the Contractor under this Contract is cost reimbursement, as provided in applicable federal program rules and regulations. As provided in Section 12 (***Audits; Records and Payments***) of Exhibit "C", the Standard Terms and Conditions, to this Contract, payments to and performance by the Contract remain subject to audit by local and federal auditors.

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

_____

By: _____
_____ [Name]
_____ [Title]

THE SCHOOL DISTRICT OF PHILADELPHIA

By: _____
_____ [Name]
_____ [Title]

Exhibit "C"

School District
Standard Terms and Conditions
Agreement for Services
Updated August 2023

1. ***General Conditions of the Work***.

a. *Standard of Performance*. In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor's field. The Contractor shall cooperate with the School District and all other Persons contracting with the School District whose work affects the Contractor's Work or whose work the Contractor's Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. *Compliance with Applicable Law*. In connection with this Contract, the Contractor shall comply with all Applicable Law, defined in subsection 23.b., below, including but not limited to the Pennsylvania Right-to-Know Law ("RTKL"), 65 Pa. Stat. §§ 67.101 to 67.3104, and 24 Pa. Stat. § 1-111.1, Employment History Review, as amended.

c. *Warranty*. To the extent that the Work includes the sale or the furnishing of Materials, the Contractor warrants that the Materials shall be good, free of defects, merchantable, and fit for the particular purposes for which the School District intends to use them.

d. *Contractor Responsibility for Quality of the Work*. Payment by the School District or acceptance of the Work, including any Materials, shall not relieve the Contractor of responsibility for the substance and quality of all Materials and Work. Without any additional compensation, the Contractor shall diligently and expeditiously correct any errors, deficiencies, or omissions in the Work, including any Materials, and shall remain liable in accordance with this Contract and Applicable Law for all damages to the School District caused by the Contractor or the Work, including any Materials.

e. *Contractor Staff*. The Contractor shall not assign any Person dismissed from School District employment to perform any Work under this Contract. Within seven (7) days of notice by the Responsible Official to the Contractor that, in the reasonable opinion of the Responsible Official, any employee is incompetent or incapable of carrying out any part of the Work assigned to that Person, the Contractor shall reassign that employee from any Work.

f. *Meetings*. Upon reasonable prior notice from the School District, the Contractor shall attend any meetings requested by the School District at a reasonable location selected by the School District.

g. *Site License(s)*. To the extent that the Statement of Work, Exhibit "A" to this Contract, requires the Contractor to carry out any portion of the Work on School District premises, the School District, subject to the terms, covenants, and conditions set forth in this Contract, hereby grants the Contractor a limited, revocable license to use such School District premises, and only such School District premises, as are expressly provided or by necessary implication required in order for the Contractor to complete the Work in conformity with the requirements of this Contract. The School District shall have the right at any time and for any reason to terminate the foregoing license. The Contractor covenants and agrees to comply with all rules, regulations and directives concerning the use of School District premises imposed by the School District, including but not limited to rules, regulations, and directives set by a principal concerning his or her school. The Contractor shall promptly and fully reimburse the School District for

the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees, or Subcontractors.

h. *Contract Reporting*. The Contractor shall comply promptly with the School District's reporting requirements for contracts, including electronic or other reporting of Contractor and contract data.

i. *Whistleblower Protection*. Anything to the contrary set forth elsewhere in this Contract notwithstanding, neither Party shall construe this Contract or any term, covenant, or condition in this Contract to prohibit either Party or any of its employees, Subcontractors, grantees, or subgrantees from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity having jurisdiction, including but not limited to a member or committee of Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight, a law enforcement agency, a court or grand jury, or a management official or other employee who has responsibility to investigate, discover, or address misconduct, or making other disclosures protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of Applicable Law, including but not limited to 41 U.S.C. § 4712, for the purpose of reporting or investigating a suspected violation of law.

j. *Time*. Time is of the essence of the Contractor's performance of the Work, including the delivery of any Materials to the School District, under this Contract.

k. *Act 126 Child Abuse Recognition, etc., Training*. Before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor's employees, officers, agents, servants, volunteers, and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, a copy of the certificate of completion of Mandated Reporter Training as required by Act 126 of 2012, codified at 24 Pa. Stat. § 12-1205.6.

l. *Right-to-Know Requests.* The Contractor acknowledges and agrees that this Contract and records related to or arising out of this Contract remain subject to requests made pursuant to the RTKL. If the Commonwealth of Pennsylvania (the "Commonwealth") or the School District need the Contractor's assistance in any matter arising out of the RTKL related to this Contract, the Commonwealth or the School District shall notify the Contractor using the contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

m. *Disaster Recovery/Business Continuity*. The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor's business operations so as to minimize any interruption of the Work to the School District.

2. ***Background Checks***.

a. *Required Background Checks*. For the Contractor and each of the Contractor's employees, officers, agents, servants, volunteers, and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children while performing the Work, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, the Contractor shall submit true, correct, complete, and current copies of the following clearances prior to starting any Work, in accordance with any and all Applicable Laws, including 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Cons. Stat. Ann. §§ 6344, 6344.2., as amended:

i. the Pennsylvania State Police criminal history record information report;

ii. the child abuse history official certification;

iii. the report of the Federal Bureau of Investigation federal criminal history record information; and

iv. a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. §

1-111.1) with all relevant matters and materials disclosed.

b. *Current; Direct Contact; Failure to Provide*. For purposes of subsection 2.a., "current" means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual's hiring or engagement by the Contractor or Subcontractor, or the commencement of the Term, and (ii) five (5) years for unpaid volunteers prior to the later of the individual's engagement by the Contractor or Subcontractor or the commencement of the Term. In both cases, where the School District has received and properly reviewed the individual's background checks within the past five (5) years, the Parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and a certification form, both in a form acceptable to the School District. For an individual who has Direct Contact or Direct Volunteer Contact with children, the School District shall have the right, at any time and in its sole discretion, to require the Contractor to deliver new reports, certifications, clearances, or certificates as required by the more restrictive of School District policies or Applicable Law and the Contractor shall comply promptly with any such request. If the Contractor fails to deliver any such report, clearance certification or certificate on behalf of the Contractor, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work unless and until the Contractor delivers that individual's report, clearance, certification or certificate to the School District.

c. *Arrests; Convictions*. The Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates, among other things, that any officer, employee or agent of the Contractor or of any Subcontractor report an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e) within seventy-two (72) hours of that arrest. The Contractor shall provide notice to the School District, in a prompt and timely manner, all notices and reports required, and all background checks conducted, under § 1-111(j).

3. ***Compensation; Invoices***.

a. *Invoices Exclusive of Taxes*. Invoices shall be exclusive of state or local sales, use or gross receipts taxes and federal excise taxes. The School District's Pennsylvania Sales Tax Blanket Exemption Number is 76-51500-1; its Federal Tax ID Number is 23-6004102; and its Federal Excise Tax Number is 23-63-0021-K.

b. *Support for Invoices*. If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may, by notice to the Contractor, require the Contractor to refund promptly to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. ***The Contractor's Duties Concerning Taxes and Other Obligations***.

a. *Tax Policy*. The School Reform Commission (the "Commission") by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the "Tax Policy") for School District vendors, including the Contractor. The Tax Policy provides that, in general, the Commission will not permit the School District to contract with Persons delinquent in payment of any City of Philadelphia (the "City"), Commonwealth taxes, or other indebtedness or obligation at the execution and delivery of the Contract and at any time during the Term.

b. *Contractor's Covenants*. In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.

i. At any time during the Term, upon notice from the School District, the Contractor shall deliver to the School District proof of its tax compliance in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue.

ii. At any time during the Term, upon notice from the School District, the Contractor shall deliver to the School District written proof of its execution and delivery of a settlement agreement, payment plan, or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City and (B) the Commonwealth for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth.

iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan, or other documentation with the City or the Commonwealth until it has discharged its obligation to the City or the Commonwealth by satisfying any such tax or other indebtedness or obligation.

iv. The Contractor may, in good faith, diligently, and expeditiously pursue any bona fide claim, contest, or appeal with the Commonwealth or the City, as the case may be, of its liability for, or the amount of, any indebtedness or obligation to the Commonwealth, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution, or compromise thereof with the Commonwealth or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth and the City.

c. *The Contractor's Taxes, etc. – School District Set-Off*. The Contractor agrees that the School District shall have the right to set off against, to withhold payment of, or any combination of the these options as the School District sees fit, any and all Compensation accruing and payable to the Contractor under this Contract or any other contract, in order to provide for and assure the payment by or on behalf of the Contractor of any and all sums of taxes or other indebtedness or obligations then lawfully due and owing by the Contractor or any Person controlling, controlled by, or under common control with the Contractor to either the City or the Commonwealth. Each Party shall have the right to rely on certificates and other official documents provided by either the City or the Commonwealth in proceeding to withhold or set off under this subsection 4.c.

5. ***Best Pricing***. The Contractor shall perform the Work at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Work in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another school district or governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percent (5.0%).

6. ***Unavailability of Funds; Crossing Fiscal Years***.

a. *Unavailability of Funds*. In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (i) terminate this Contract effective upon a date specified in a Termination Notice; or (ii) continue this Contract by reducing, through written notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection 6.a. shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

b. *Crossing Fiscal Years*. If the School District will pay any portion of the Compensation in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the Board of Education of the School District under Applicable Law. If for any reason funds for that portion of the Compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, this Contract and the School District's liability under this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. ***Grant-Funded Contracts; Trust-Funded Contracts***.

a. *Compliance with Grant*. If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth, the City, or any department or agency of said governments, or from any public or private charitable trust or corporation, then the Contractor shall comply with the terms of the applicable grant agreement, contract, or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract, or trust indenture, as the case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action or omit to act if such act or omission would cause a breach or default under any such grant agreement, contract, or trust indenture.

b. *Timely Submission of Invoices*. If the School District pays any of the Compensation from federal government or Commonwealth grant funds, the Contractor shall bill the School District for any outstanding Compensation owed to the Contractor within ten (10) business days after the end of the Term (*see,* Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any Compensation within said ten (10) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the loss of federal government or Commonwealth funds caused by the Contractor's delay, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

8. ***Independent Contractor; No Partnership or Agency***.

a. The School District has engaged the Contractor as an independent contractor to carry out the Work and neither the Contractor nor any of the Contractor's agents, employees, or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees, or Subcontractors constitute employees of the School District and these Persons shall have no right to receive any School District employee benefits or any other privileges available to School District employees. Neither the Contractor nor its agents, employees, or Subcontractors shall represent themselves in any way as agents or employees of the School District. Further, neither the Contractor nor its agents, employees, or Subcontractors have any power to bind legally the School District in any way or for any purpose whatsoever, to any third party.

b. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in any dealings with any third party.

9. ***Non-Discrimination and Compliance with Diversity Policies***.

a. The Contractor, for itself, its directors, officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District operates as an equal opportunity employer under Applicable Law; the Contractor shall likewise operate in all respects as an equal opportunity employer under Applicable Law. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this Section 9.a., with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals or comparable process and the Contractor submitted a plan describing the participation of minority-owned, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its Participation Plan, as set forth in this Contract.

b. The Board of Education has adopted a diversity policy, Policy 612: Business Diversity in the Procurement of Materials and Contracted Services ("Diversity Policy"), which relates to the solicitation and participation of Certified Minority-Owned Business Enterprises, Certified Women-Owned Business Enterprises (collectively "M/WBE"), and other Certified diverse, small, or disadvantaged businesses in School District procurements and contracts to further the School District's diversity and anti-discrimination goals. In furtherance of the Diversity Policy, the School District has the discretion to establish participation rates and ranges for Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses in order to encourage meaningful participation of M/WBEs in the provision of quality goods and services to the School District.

c. The Contractor shall ensure that Certified M/WBEs and Certified diverse, small or disadvantaged businesses have a meaningful and substantial opportunity to participate in the performance of the Contract. The Contractor covenants, represents and warrants that the Contractor, its Subcontractors and partners commit to adhering to anti-discrimination laws and policies, diversity goals and workforce management practices that promote Meaningful and Substantial Participation of Certified M/WBEs and other Certified disadvantaged business enterprises throughout the Term of the Contract. If the Contractor has submitted a plan describing the participation of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses ("Participation Plan") as part of a public solicitation, Request for Proposal, or as required by School District policies, then the Contractor shall comply with its Participation Plan. The Contractor's Participation Plan shall be attached to this Contract and made a part hereof. The commitments made by the Contractor in the Participation Plan are material representations that the School District relies upon in awarding and entering into this Contract.

d. The Participation Plan must demonstrate that the participation of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses constitutes Meaningful and Substantial Participation in the Work , the Contract and any subsequent amendment. Participation shall be measured in terms of actual dollars received for work performed or services provided by Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses and the Contractor's workforce management practices. The Contractor shall take good faith actions to achieve the requirements of the Diversity Policy in conformity with Board of Education policies, including but not limited to submitting a Participation Plan.

e. The Contractor shall not increase or decrease the percentages of Work, scope of Work, or dollar amounts for any Certified M/WBE and other Certified diverse, small, or disadvantaged businesses set forth in the Participation Plan without the written approval of the School District. If the requested change is approved, the Contractor shall promptly submit a revised Participation Plan for School District approval. The Parties shall incorporate the revised Participation Plan in this Contract by amendment.

f. In addition to and not in derogation of the available rights and remedies under subsection 20.c., the School District may, if the Contractor breaches this Section 10, pursue suspension or debarment in conformity with the procedures set forth in the Diversity Policy.

g. In addition to and not in derogation of any reporting requirements set forth in subsection 1.h., when required by the Diversity Policy or the Participation Plan, as applicable, the Contractor shall keep appropriate records and periodically report to the School District regarding the use of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses.

10. ***Subcontracts***.

a. *School District Consent Required*. The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion.

b. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "A", the Contractor's Statement of Work, to this Contract. Any subcontract or assignment made in violation of this Section 10 shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School

District for any payment or for performance under such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

c. *No Change in the Contractor's Obligations*. The existence of any Subcontract shall not alter or limit the obligations of the Contractor to the School District under this Contract. The Contractor shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Contractor under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

11. ***Non-Assignment***. The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 10 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability or obligation accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability or obligation accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 11, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

12. ***Audits; Records and Payments; Inspectors General***.

a. *Audits*. From time to time during the Term and for a period of six (6) years after the expiration or termination of this Contract (*see*, 24 Pa. Stat. § 5-518), the School District; the Controller of the City; the Commonwealth, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the Contractor's performance under this Contract, including but not limited to its billings, invoices, and payments received.

b. *Inspection*. If requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District, for review or inspection, all invoices presented for payment pursuant to this Contract, all canceled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work, Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor's consent. The Contractor shall cooperate with all School District, City, Commonwealth and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work, Materials, and sites, locations and facilities lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. *Retention and Availability of Records*. The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law, or (ii) six (6)

years following expiration or termination of this Contract; provided that if any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal. The Contractor shall make available, at the Contractor's office in the City or another Contractor office in reasonable proximity to the City, at reasonable times during the Term and for the period set forth in this Section 12, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. *Inspector General; Inspectors General*. The School District's Inspector General shall enjoy all the rights, powers, and privileges of an Auditor under this Contract and any and all additional rights, powers, and privileges as provided by Applicable Law and by delegation from the Board of Education or other duly constituted authority having jurisdiction, *e.g.*, a commission. The Contractor shall cooperate and comply with any audit or investigation by the School District's Inspector General, or by any City, Commonwealth or federal inspector general having jurisdiction, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and Subcontractors shall cooperate fully with the School District's Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District's Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, *e.g.*, meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, including but not limited to information regarding the Contractor or other School District contractors, or any other Person involved in any way with the School District, as deemed necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any Subcontractor.

13. ***Indemnification; Litigation Cooperation; Notice of Claims***.

a. *Indemnification*. The Contractor shall indemnify, defend, and hold harmless the School District, its officers, employees, agents, and the members of the Board of Education from and against any and all losses and expenses, including but not limited to, litigation and settlement costs, attorneys' fees and costs; claims; suits; actions; damages; and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs, attorneys' fees and costs; claims; suits; actions; damages; and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. *Indemnification; Contractor's Employees*. Except as set forth below in this subsection 13.b., this Section 13 does not require the Contractor to indemnify the School District to the extent of the School District's own negligent act or omission. This Section 13 protects the School District, its officers, employees, agents and the members of the Board of Education and the Commission from all claims arising during the Term asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real or personal property, or who assert an employment claim of any kind against the School District, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 13.b., the Parties shall not construe this Section 13 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 13 functions independently of the Contractor's or its Subcontractors' insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 13 be deemed limited by the Pennsylvania Workers' Compensation Act. This Section 13 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and

employees, against the School District, its officers, employees and agents, and the members of the Board of Education and the Commission. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the Board of Education or the Commission, for the acts, failures to act or negligence of the School District, or its officers, employees and members of the Board of Education or the Commission.

c. *Litigation Cooperation*. If at any time, including after the expiration or earlier termination of the Term, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsection 13.a. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

d. *Notice of Claims*. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (i) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (ii) within five (5) business days of receipt of notice of the claim, give notice of such claim to the School District.

14. ***School District Statutory Immunity***. Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees, agents, and the members of the Board of Education, retain their statutory governmental, official and any other immunity provided pursuant to Applicable Law, including 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq*., as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, and for the members of the Board of Education and the Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by law .

15. ***Insurance***. Prior to the commencement of any of the Work, the Contractor shall provide and maintain the following minimum levels of insurance at the Contractor's own expense until the latest of completion of the Work, final payment by the School District or final acceptance of the Work. The Contractor shall include in its bid, proposal or quote its cost of the required insurance; the Parties shall make no adjustment to the Compensation on account of these insurance costs. The term "Contractor" shall include Subcontractors and Sub-Subcontractors at every tier. The Contractor shall deliver to the School District a certificate or certificates of insurance evidencing and reflecting the effective date of coverage, as set forth below in subsection 15.e. In no event shall the Contractor commence or permit commencement of any of the Work unless and until the Contractor delivers and the School District has approved the required evidence of insurance in conformity with this Contract. If the School District finds the Contractor's evidence of insurance non-compliant, the School District shall have the right, but not the duty, at its discretion, to purchase the required insurance coverage or coverages, at the sole cost and expense of the Contractor, by set-off against Compensation accrued or accruing, or through the Contractor's direct payment or reimbursement to the School District. The School District by notice or other communication may require additional coverage or coverages, or higher coverage limits, aggregate limits or sub-limits at any time during the Term, if in the School District's sole judgment, a risk or risks warrant such additional coverage or limits.

a. *Rating*. The Contractor shall procure all insurance from insurers permitted to do business in the State in which the Work takes place, having an A.M. Best Rating of at least "A-, Class VIII".

b. *Self-Insured Retention*. The Contractor shall not have a Self-Insured Retention ("SIR") on any policy greater than $50,000; any and all SIRs shall remain the Contractor's responsibility. In the event any policy includes an SIR, the Contractor shall provide the additional insured requirements specified herein within the SIR.

c. *Occurrence Basis*. The Contractor shall ensure that its insurer or insurers write all insurance required hereunder, with the exception of the Professional Liability Insurance, on an "occurrence" basis. Claims-Made coverage must include:

i. a retroactive date on or prior to the start of Work under this Contract; and

ii. "tail coverage/an extended reporting period" or coverage for a period of three (3) years subsequent to the later of completion of the Work or final payment.

d. *Notice of Cancellation or Non-Renewal.* The Contractor's insurance carrier or carriers each shall agree to provide at least thirty (30) days prior written notice to the School District in the event of any cancellation or non-renewal of any coverage. In the event of cancellation or non-renewal of any coverage or coverages, the Contractor shall replace any such coverage or coverages so as to comply with the insurance requirements set forth in this Contract, with no lapse of coverage for any time period. In the event the Contractor's insurance carrier or carriers do not issue or endorse their policy or policies to comply with this subsection 15.d, above, the Contractor shall give notice to the School District of its receipt of any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of the proposed cancellation or non-renewal.

e. *Certificates*. The Contractor shall deliver to the School District the required certificate or certificates of insurance, evidencing the insurance coverages required under this Contract, at least ten (10) days prior to the start of the Work and thereafter promptly before or on renewal or replacement of each coverage. In the description of operations section of the required certificate, it must be written that the School District, its Board of Education and its members, officers, employees, and agents shall be named as additional insured. The Contractor shall not begin any Work until the School District has reviewed and in its discretion approved the certificate of insurance. The required insurance shall not contain any exclusions or endorsements unacceptable to the School District. The Contractor shall send all certificates of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Suite 325
Philadelphia, PA 19130-4015
Attn.:Director of Risk Management
E-mail: riskmanagement@philasd.org

Failure of the School District to demand these certificates or other evidence of full compliance with these insurance requirements or failure of the School District to identify a deficiency from evidence that is provided shall not constitute a waiver of the Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the School District with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f. *Additional Insured*. The Contractor shall add the School District, and such other public entities as the School District may require, as additional insureds on all liability policies, except Workers' Compensation and Professional Liability Policy, where applicable, for ongoing operations and completed operations, using ISO Endorsements CG 2010 and CG 2037, or their equivalents, on a primary noncontributory basis. Coverage shall include ongoing and completed operations. Each of the additional insured's respective directors, officers, board members, employees, agents and representatives shall also constitute covered additional insureds. The Contractor and its insurer or insurers shall provide coverage for a period of three (3) years subsequent to the later of completion of Work or final payment. The School District reserves the right to require the Contractor to name other parties as additional insureds. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage", per standard ISO policy forms.

g. *Waiver of Rights of Subrogation*. The Contractor shall waive all rights of recovery against the School District and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.

h. *No Limitation of Liability*. Neither the Parties nor any tribunal or adjudicatory body shall or may construe the amount of insurance set forth in the insurance coverages required in this Section 15, as a limitation of the liability of the Contractor. The carrying of insurance as set forth in this Section 15 shall not relieve the Contractor of

any duty or liability under the Contract, except to the extent of insurance proceeds paid. Any type of insurance, or any increase in limits of liability, not described above, which the Contractor requires for its own protection or on account of statute shall be its own expense.

i. *Notice of Accidents, Claims and Suits*. The Contractor shall promptly notify the School District and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

j. *Required Coverages*. The following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

i. Workers' Compensation and Employer's Liability: Provided in the State in which the Contractor performs the Work and elsewhere as required, and shall include:

A. Workers' Compensation Coverage: Statutory Requirements

B. Employers' Liability Limits not less than:

(1)	Bodily Injury by Accident:	$100,000 Each Accident
(2)	Bodily Injury by Disease:	$100,000 Each Employee
(3)	Bodily Injury by Disease:	$500,000 Policy Limit

C. Includes coverage for sole proprietors, partners, members or officers who will be performing the Work.

ii. Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

A. Occurrence Form with the following limits:

(1)	General Aggregate:	$2,000,000
(2)	Products/Completed Operations Aggregate:	$2,000,000
(3)	Each Occurrence:	$1,000,000
(4)	Personal and Advertising Injury	$1,000,000

B. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of the Work, including coverage for the additional insureds as set forth in this Section 15.

C. The General Aggregate Limit must apply on a Per Project basis.

D. Coverage for "Resulting Damage".

E. No sexual abuse or molestation exclusion.

F. No amendment to the definition of an "Insured Contract".

iii. Automobile Liability:

A. Coverage to include All Owned, Hired and Non-Owned Vehicles, or "Any Auto". If the Contractor does not have any Owned Vehicles the Contractor shall nevertheless maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

B. Per Accident Combined Single Limit: $1,000,000

iv. Professional Liability Insurance, including Technology E&O:

A. Minimum Limits of Liability:

(1)	Per Claim	$2,000,000
(2)	Aggregate:	$2,000,000

B. The Definition of "Covered Works" shall include the Works required in the scope of this Contract which shall include but not be limited to software development.

C. Coverage includes but is not limited to loss or disclosure of electronic data, media and contents rights software copyright infringement and network security failure.

D. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. If the Contractor provides educational services, the professional liability insurance coverage shall also include educational wrongful acts, employment practices wrongful acts, and directors and executive officers' wrongful acts.

v. Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime:

A. The Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from their Work with this Contract.

B. Minimum Limits of Liability:

(1)	Per Claim	$1,000,000
(2)	Aggregate:	$1,000,000

C. Privacy Breach Notification and Credit Monitoring: $5,000,000 per Occurrence.

16. ***Confidentiality; Student Records; Publication Rights; Data Ownership***.

a. *Confidential Information*. The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others ("Confidential Information"). During the Term and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its own or any other Person's advantage, profit or gain any Confidential Information or any other information subject to a third party's proprietary right, such as a copyrighted or trademarked work, that the School District makes available to Contractor in connection with this Contract.

b. *Student Records*. The Contractor shall keep any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, receipt of social security or public benefits, or information as to race, ethnicity or disability in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.. The Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. Unless and until agreed otherwise by the Parties, the School District shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 7 of the Agreement for Services, and such other duly authorized individuals as the Contractor may specify by notice to the School District (*see*, Section 7 of the Agreement for Services and Section 21 of these Standard Terms and Conditions).

c. *Publication Rights*. With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Except upon the prior consent of the School District, the Contractor shall have no right to use the name of the School District or its seal, logos, or marks. The Contractor shall provide to the School District, for its review, any proposed report, study, publication, brochure, or advertisement that names the School District or uses its seal, logos, or marks not less than thirty (30) calendar days prior to submission for publication. The Contractor shall remove the School District's name, seal, logos, or marks and any other information identifying the School District from the publication if the School District does not expressly consent to the Contractor's requested use. The Contractor shall not issue, publish, or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

d. *Data Ownership*. The School District retains and reserves its ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The Contractor acknowledges and agrees that the School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely for the Contractor's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term, the School District may request that the Contractor deliver to the School District all or any portion of any data provided by the School District; promptly upon receipt of any such request the Contractor shall, without any charge to the School District, deliver to the School District the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, *e.g.*, by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data during the Term, except upon the prior express written consent of the School District. Upon the expiration or earlier termination of the Term, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor. Once the Contractor has returned all School District data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

e. *Security*. The Contractor will establish and maintain physical, administrative, technical, electronic and operational security measures to protect the confidentiality, integrity and availability of Confidential Information or any other information which identifies students, employees or officers of the School District and systems consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work ("Security Programs"). The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside.

f. *Data Breach.* The Contractor shall disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of Confidential Information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers (a "Data Breach") promptly and timely, in any case within no more than twenty-four (24) hours of becoming aware of the Data Breach. To the extent that the Data Breach resulted from acts or omissions of the Contractor or its Subcontractors, Contractor shall be responsible for all actual, necessary, and appropriate costs incurred by the School District or the Contractor arising from, relating to or in connection with the Data Breach.

17. ***Materials; Intellectual Property***.

a. *Computer Applications, Software, Programs, etc*. The Contractor shall ensure that all of its computer applications, programs, tapes and software developed under this Contract comply with any pertinent specifications or requirements set by the School District and with all Applicable Law, including but not limited to FERPA and the Americans with Disabilities Act.

b. *License; Preexisting and Independently Developed Materials*. For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants and shall require its Subcontractors, if any, to grant to the

School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature developed or delivered to the School District pursuant to this Contract. For avoidance of doubt, subject to the license granted in this subsection 17.b., each Party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

18. ***Conflict of Interest***.

a. *Disclosure of Conflict of Interest*. The Contractor represents, warrants and covenants that it has no public or private interest, which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees, or Subcontractors has or shall, during the Term acquire, directly or indirectly, any such interest. The Contractor shall disclose promptly and fully to the School District's Responsible Official all interests which constitute or may constitute such a conflict.

b. *Improper Gift; Improper Relationship*. The Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any School District employee who participated in the decision to authorize or enter into this Contract. The Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than $1,000 per year from the Contractor, has a direct or indirect investment worth $1,000 or more in the Contractor or is a director, officer, partner, trustee or employee of the Contractor.

c. *School District Employees Not to Benefit*. The Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The Contractor shall comply with the School District's Vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

19. ***Default; Notice and Cure; Remedies***.

a. *Event of Default*. Each of the following constitutes an Event of Default by the Contractor under this Contract:

i. Failure by the Contractor or any Subcontractor to comply with any term, covenant or condition set forth in this Contract.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined by Applicable Law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days.

iii. Default by the Contractor under any other agreement the Contractor may have with the School District.

iv. Any material misrepresentation by the Contractor in (a) this Contract, (b) any other document submitted to the School District by the Contractor, or (c) otherwise by the Contractor directly or indirectly to the School District in connection with the School District's decision to execute, deliver and perform this Contract.

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (a) the School District has a reasonable basis to believe at any time during the Term that the Contractor will not be able to perform the Work, and (b) the School District demands in writing assurance of the Contractor's performance.

vi. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify the School District upon discovery of any misappropriation.

vii. Indictment of or other issuance of formal criminal charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor, or any Person controlling, under common control with, or controlled by, the Contractor under a federal, state or local law, rule or regulation by any duly authorized federal, state or local governmental entity, including but not limited to the School District.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4 above, or the breach of any of the Contractor's representations and warranties set forth in subsection 22.f., below.

b. *Notice and Cure*. If the Contractor commits or permits any Event of Default, the School District shall notify the Contractor of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 19.c. below if: (i) the Contractor has temporarily or permanently ceased performing the Work; (ii) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (iii) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (iv) an Event of Default occurs as described in subsection 19.a. vi., vii., or viii. above; or (v) the Contractor breaches any of its obligations under Sections 2 or 9 above. Nothing set forth in this subsection 19.b. shall limit the School District's rights under subsection 19.c.

c. *Remedies*. If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 19.b. above provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor, and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or all of the following remedies:

i. terminate this Contract by giving the Contractor a Termination Notice.

ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor due to the School District's performance or paying such costs or expenses.

iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.

iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.

v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. *Specific Performance*. The Contractor's Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in of this Contract.

e. *Concurrent Pursuit of Remedies*. The School District may exercise any or all of the remedies set forth in this Section 19, each of which the School District may pursue separately or in conjunction with any other remedy or remedies, as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection with this Contract.

20. ***Termination for Convenience***. The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, by providing a Termination Notice upon fourteen (14) days prior written notice to the Contractor of the School District's termination of this Contract, without penalty, cost or liability to the School District. If the School District terminates this Contract, the School District shall pay the Contractor for any Work satisfactorily completed before the effective date of termination, but in no event shall the Contractor have any right to receive costs caused by or related to loss of profits for Work that the Contractor did not perform because of the early termination, or for loss of profits for services the Contractor could have performed for other Persons absent its engagement under this Contract.

a. *Contractor Actions upon Termination*. Upon receipt of a Termination Notice from the School District under Sections 6, 19, or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor's sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty (30) days after receipt of a Termination Notice, or in such shorter period as the School District may specify in its Termination Notice.

21. ***Notices.*** Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service), or refused upon courier's attempt to deliver; (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested; or (d) upon proper transmission of an electronic mail. Any notice sent by electronic mail must be clearly labeled in the subject line identifying the electronic mail communication as a legal notice under the Contract and shall be in all capital letters. In each case the Parties shall send notices to the other Party's representative as set forth in and at the address set forth in Section 6 of the Agreement for Services. Each Party may change its designee for receipt of notice in Section 6 of the Agreement for Services by giving notice thereof to the other Party in conformity with this Section 21. Further, each Party must report any changes in the contact information for its designee to the other Party in a timely manner.

22. ***Representations and Warranties***. Effective as of the execution and delivery of this Contract and throughout the Term, the Contractor makes the following representations, warranties and covenants to the School District:

a. The Contractor has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order duly to authorize the execution, delivery and performance of this Contract, including duly authorizing the Person who signs this Contract to do so on its behalf.

b. This Contract, when executed and delivered, shall constitute a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

c. The Contractor is financially solvent, can and shall pay all its debts as they mature, and possesses sufficient working capital to carry out the Work.

d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work and the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trade secret or other proprietary right.

e. The Contractor is and shall be, at all times during the Term, duly qualified to transact business in the Commonwealth and professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.

f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth for or on account of any delinquent taxes, or other indebtedness or obligations, including but not limited to any taxes imposed, levied, authorized, or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized, or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City or the Commonwealth, as the case may be, has been executed and delivered and the payments are current.

g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by, or under common control with, the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the Commonwealth, the City, any Federal agency or any school district.

The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term the Contractor learns that any of these representations, warranties or covenants was or has become erroneous.

23. ***Definitions***. Except as expressly provided to the contrary elsewhere in these Standard Terms and Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section 23. In the event of a conflict between a definition in these Standard Terms and Conditions and the Agreement for Services, the definition in the Agreement for Services shall apply. In the event of a conflict between a definition in any exhibit, addendum or attachment to the Agreement for Services and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. *Agreement for Services*. "Agreement for Services" means the instrument headed "Agreement for Services," which forms a part of this Contract and which contains the signatures of the School District and the Contractor, and sets forth certain of the terms, covenants and conditions specific to the Contractor's engagement.

b. *Applicable Law*. "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

c. *Board of Education*. "Board of Education" means the Board of Education as established in Article XII of the Home Rule Charter.

d. *Certified*. "Certified" means a contractor certified by a certifying agency approved by the School District at the discretion of Procurement Services.

e. *City*. "City" has the definition set forth above in subsection 4.a.

f. *Commission*. "Commission" has the definition set forth above in subsection 4.a.

g. *Commonwealth*. "Commonwealth" has the definition set forth above in subsection 1.l.

h. *Compensation*. "Compensation" has the definition set forth in Section 4 of the Agreement for Services.

i. *Contract*. "Contract" has the definition set forth in the preamble of the Agreement for Services, which includes the instruments integrated into and forming a part of this Contract, *i.e*., the Agreement for Services, Exhibit "A", Exhibit "B", if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

j. *Control.* "Control" means, for purposes of determining whether a business is a Minority-owned Business Enterprise or Women-owned Business Enterprise, that the minority group member owners or women owners: (1) possess and exercise the legal authority and power to manage business assets, goodwill and daily operations of the business; and (2) actively and continuously exercise this managerial authority and power in determining the policies and directing the operations of the business.

k. *Diversity Policy*. "Diversity Policy" means Policy 612: Business Diversity in the Procurement of Materials and Contracted Services and 612 Administrative Procedure as adopted by the Board of Education on January 30, 2020, by its Board Action Item Number 1 and any subsequent revision adopted by the Board of Education. .

l. *Event of Default*. "Event of Default" means those events defined and identified above in subsection 19.a.

m. *FERPA*. "FERPA" has the definition set forth above in subsection 16.b.

n. *Materials*. "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the Contractor as part of or in connection with the Work, or for the Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract.

o. *Meaningful and Substantial Participation.* "Meaningful and Substantial Participation" means a participation level for the Contractor that meets or exceeds the targeted ranges of participation established for a bid or proposal, which reflects the availability of bona fide M/WBEs for work of the nature of the Work set forth in this Contract.

p. *Minority-owned Business Enterprise (MBE) or Women-owned Business Enterprise (WBE).* An entity certified as a Minority-owned Business Enterprise (MBE) or Women-owned Business Enterprise (WBE) by a third-party certification agency recognized by the School District.

q. *M/WBEs*. A Minority -owned Business Enterprise or Women-owned Business Enterprise.

r. *Party; Parties*. A "Party" means either the School District or the Contractor; the "Parties" means the School District and the Contractor.

s. *Person*. "Person" means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

t. *Responsible Official*. "Responsible Official" means the School District official named in Section 7 of the Agreement for Services.

u. *Subcontract; Subcontractor*. "Subcontract" means a contract made between the Contractor and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. "Subcontractor" means a Person performing under a contract with the Contractor a part of the Work or Materials that the Contractor has agreed to carry out pursuant to this Contract.

v. *Tax Policy*. "Tax Policy" has the definition set forth above in subsection 4.a.

w. *Term*. "Term" has the definition set forth in Section 3 of the Agreement for Services.

x. *Termination Notice*. "Termination Notice" means a notice given to the Contractor by the School District of its intent to terminate the Contract under the terms of Sections 6, 19 or 20 and the effective date of the termination of the Contract.

y. *Work*. "Work" has the definition set forth in Section 1 of the Agreement for Services and includes any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

24. ***Miscellaneous***.

a. *Applicable Law; Venue*. The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsperson. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania.

b. *Headings*. Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.

c. *Order of Precedence*. In the event of conflict or variation between the Standard Terms and Conditions or the Agreement for Services and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Agreement for Services, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Agreement for Services, the Agreement for Services shall govern.

d. *Severability*. If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other terms, covenants or conditions of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.

e. *Survival*. Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. *Waiver*. No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.

g. *Further Assurances*. The Contractor shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the Work as set forth in this Contract.

h. *No Third Party Beneficiaries*. This Contract is intended for the benefit of the Parties hereto and the Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either Party. The Parties do not intend that anything in this Contract benefits any third party, including but not limited to any Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses.

i. *Entire Agreement; Amendment*. This Contract includes all exhibits, schedules and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference, unless otherwise specified herein. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements concerning the subject matter of this Contract, all of which the Parties have fully integrated herein. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. The Contractor has not, does not and shall not rely on any statement or representation of the School District other than those expressly set forth in this Contract. No amendment or modification changing this

Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

j. *Counterparts; Electronic Signatures*. The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention pursuant to the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq*.

k. *Interpretation; Number, Gender*. The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

Federal Grant-Funded Agreements Contractor Requirements and Pennsylvania Department of Education Contractor Requirements

This project may be funded with Federal or Pennsylvania Department of Education grant funds. Therefore, the Proposer acknowledges and agrees that the Proposer shall abide by the Federal Grant-Funded Agreements Contractor Requirements and/or Pennsylvania Department of Education Contractor Requirements (collectively the "Contractor Requirements"), as applicable, which are available at https://www.philasd.org/generalcounsel/forms/ and hereby incorporated into and made a part of the Contract to the same extent as if it were attached hereto. The Parties by execution of the Contract acknowledge their consent to the incorporation of the Contractor Requirements into the Contract.

APPENDIX H: SIGNATURE PAGE

DATE: **<DATE>**

RFP NO.: **<NUMBER>**

RFP FOR: **<PROJECT NAME>**

PROPOSAL DUE DATE, TIME: **<DATE>,** **<TIME>**

OFFER:

The undersigned hereby offers to sell to The School District of Philadelphia the commodities or services indicated in the following pages of this Proposal at the price(s) quoted, in complete conformity with all conditions, specifications, and terms set forth in the RFP. All Proposals shall remain open, valid offers for a period of <180> days from the Proposal Due Date.

The person who signs this document must have actual authority legally to bind and obligate the Proposer. A signature on this document indicates that the Proposer accepts all School District of Philadelphia terms and conditions, and that any and all other terms and conditions submitted by the Proposer are null and void, even if such terms and conditions may purport to provide to the contrary. The Proposer's signature also certifies that the Proposer has made no alterations or substitutions of any of the RFP documents.

Please direct any questions regarding this proposal to:

Name:
E-mail.:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

NAME: _____ **TITLE:** _____

ADDRESS: _____

_____

(CITY) **(STATE)** **(ZIP)**

TELEPHONE: _____ **FAX:**_____

APPENDIX I: EQUAL OPPORTUNITY IN HIRING

EQUAL OPPORTUNITY: NON-DISCRIMINATION IN HIRING/ NON-DISCRIMINATING CONTRACTING

NOTICE

The Proposer or Contractor shall not discriminate, nor permit discrimination, against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, actual or perceived gender identity or expression, marital status, pregnancy, union membership, disability, disabled or Vietnam era veteran status, or limited English proficiency, or other protected classification in the performance of the Work or the Contract, including, but not limited to, carrying out any of the Work, or the preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of evidence of such discrimination by the Proposer or Contractor or its agents, employees, subcontractors or representatives, the School District shall have the right to terminate negotiations or the Contract. In the event that the Proposer or Contractor, after notice, continues its refusal to comply with this anti-discrimination provision, the School District may by notice remove the Proposer or Contractor from the list of approved contractors of the School District.

_____ (Seal)
(Name of Firm)

_____ (Seal)
(Signature of Owner or Partner)

APPENDIX J: NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. § 1611 *et seq.*, governmental agencies may require submission of Non-Collusion Affidavits with Proposals.

2. The member, officer or employee of the Proposer who makes the final decision on price(s) and the amount quoted in the Proposal must execute this Non-Collusion Affidavit.

3. Bid or Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals remain unlawful and may subject participants to criminal prosecution. The person who signs the Non-Collusion Affidavit must and shall examine the Affidavit carefully before signing, and assure himself or herself that each statement is true and accurate, making diligent inquiries, as necessary, of all other persons employed by or associated with the Proposer who have any responsibility for the preparation, approval or submission of the Proposal.

4. In the case of a Proposal submitted by a joint venture, the Proposal documents must identify clearly each party to the venture, and each such party must separately sign and submit a Non-Collusion Affidavit with the Proposal documents.

5. Individuals may not participate in any manner in the preparation or submission of Proposals on behalf of more than one legal entity. Any individual participating in the submission of a Proposal as a member of a joint venture shall not submit a Proposal in his or her individual capacity. Each Proposer shall disclose, on a separate sheet or sheets attached to the affidavit, a written description of each and every legal relationship or affiliation that it has with the shareholders, directors, officers, or employees of any other potential Proposers for this RFP.

6. The term "complementary" as used in the Affidavit has the meaning commonly associated with the term in the Request for Proposals or competitive bidding processes. This includes the knowing submission of proposals higher than the proposal of another firm; any intentionally high or non-competitive proposal; and any other form of proposal submitted for the purpose of giving a false appearance of competition.

7. **Failure to file a notarized Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposer and its Proposal.**

Non-Collusion Affidavit

State of _____ Contract//RFP No: _____

County of_____.

I am _____ of

_____ **[Name of firm]** I am authorized to execute this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I further state that:

(1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or Proposer, or any potential contractor, vendor or Proposer. Neither the actual or approximate price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is an actual or potential contractor, vendor or Proposer.

(2) We have made no attempt and will make no attempt to induce any firm or person to refrain from competing for this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal. This Proposal is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.

(3) _____ **{Name of firm}**, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or competing for any public contract, except as follows:

_____
_.

I state that _____ **[Name of firm]** understands and acknowledges that the above representations are material, and will be relied on by The School District of Philadelphia in awarding the contract or contracts for which we have submitted our Proposal. I understand and my firm understands that any misstatements in this affidavit are and shall be treated as fraudulent concealment from The School District of Philadelphia of the true facts relating to the submission of our Proposal pursuant to the School District's Request for Proposals, and any contract awarded to us.

_____
{Contractor signature}

_____
{Name and Company Position}

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20___

Notary Signature: _____

APPENDIX K: COOPERATIVE PURCHASING

INTERGOVERNMENTAL COOPERATIVE PURCHASING

Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, 62 Pa. C.S. 1902, the Commonwealth Procurement Code, local public procurement units, local municipalities, and authorities have authority to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction, with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local public procurement unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

Local Public Procurement Units located within the County of Philadelphia, or as otherwise agreed by the School District and the Contractor may, at their respective discretion, avail themselves of the contract or contracts awarded by the School District, provided the Contractor then agrees.

The terms and conditions of the Contract apply in full, except that, unless identified in an Exhibit or Schedule, quantities of items identified above do not include any requirements for such Local Public Procurement Units. Their requirements, if any, will be identified by the Local Public Procurement Unit through direct communications with the Contractor. All orders, invoices. payments, and related transactions will be made directly between the Contractor and individual Local Public Procurement Units.

Proposer shall respond to the following question by initialing at the appropriate place. Responses are required but shall not affect the award of the contract.

The provisions of this Proposal or Contract; price; delivery; terms and conditions, may be extended to any and all Local Public Procurement Units on a cooperative purchasing basis for the duration of the Contract.

_____ **YES** _____ **NO**

_____ (Seal)
(Name of Firm)

_____ (Seal)

(Signature of Owner or Partner)

APPENDIX L: VENDOR CODE OF ETHICS

THE SCHOOL DISTRICT OF PHILADELPHIA
VENDOR CODE OF ETHICS

The School District of Philadelphia ("SCHOOL DISTRICT), through its Office of Procurement Services ("OPS), is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OPS requires each Contractor who seeks to do business with the SCHOOL DISTRICT to subscribe to this Vendor Code of Ethics.

- A Proposer's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Proposer will not discuss or consult with other Proposers intending to bid on the same contract or similar SCHOOL DISTRICT contract for the purpose of limiting competition.
- A Proposer will not disclose the terms of its bid or proposal, directly or indirectly, to any other competing Proposer prior to the closing date for bids or proposals.
- A Proposer will not make any attempt to induce any individual or entity to submit or not to submit a bid or proposal.
- A Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- A Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- A Contractor will properly, accurately and fairly record all financial transactions with the SCHOOL DISTRICT in its books, journals, ledgers and/or other appropriate records.
- A Contractor will not offer or give any gift, item or service of value, directly or indirectly, to an SCHOOL DISTRICT employee, Board of Education (the "Board") member, SCHOOL DISTRICT consultant or contractor employed in connection with the subject matter of the bid or proposal or to any member of their immediate families. This restriction also applies to any family member, employee, BOARD member, SCHOOL DISTRICT consultant and/or contractor employed in connection with SCHOOL DISTRICT.
- A Contractor will not, without the prior written consent of the SCHOOL DISTRICT, initiate, negotiate or render an offer of employment to any SCHOOL DISTRICT employee who is directly concerned with, or personally participating on behalf of the SCHOOL DISTRICT with respect to any procurement or other matter involving the Contractor.
- A Contractor will not cause, influence or attempt to cause or influence any SCHOOL DISTRICT employee or BOARD member: (i) in any member which might tend to impair his/her objectivity or independence of judgment; or (ii) to use or attempt to use his/her official position to secure any unwarranted privileges or advantage for that Contractor or for any other person.
- A Contractor will comply with the SCHOOL DISTRICT's Anti-Discrimination Policy regarding inclusion of Small Women/Minority Owned Businesses in School District contracts.

_____ (Seal)
(Name of Firm)

_____ (Seal)
(Signature of Owner or Partner)

APPENDIX M: VENDOR TAX COMPLIANCE POLICY

1. It is the policy of the School District of Philadelphia that a competitive process is required for all contracts over $22,500 unless (a) the School District is required by law to enter into a contract regardless of tax compliance; or (b) there is a strong countervailing reason approved by the Deputy Superintendent or the Chief Operating Officer, and the Board of Education is notified at the time of the approval.

2. It is the policy of the School District to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia ("City") taxes or other indebtedness owed to the City, including but not limited to taxes collected by the City on behalf of the School District, at the time of the contract award.

3. Whenever a proposed Contractor, bidder, responder or contracting party is awarded a contract, the Contractor, bidder, responder or contracting party shall produce to the School District a Certificate that the Contractor, bidder, responder or contracting party is compliant with any tax obligations or an Affidavit that the Contractor, bidder, responder or contracting party is not subject to or liable for any City of School District taxes or other indebtedness owed to the City and/or the School District.

4. Generally, the Board of Education ("BOARD") of the School District will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of the contract award.

5. The BOARD reserves the right or option to award a School District contract to the apparent lowest or successful Contractor, bidder, responder or contracting party who does not provide a Certificate of Tax Clearance to the School District if the BOARD determines, in its sole discretion, that award of the contract to the apparent lowest or successful vendor, bidder, responder or contracting party is in the best interest of the School District, or required under applicable Federal or State laws, regulations or rulings. The BOARD also reserves the right or option to set off or offset the amount of any City taxes or other indebtedness owed to the City and/or School District against any payment or payments due to the apparent lowest or successful vendor, bidder, responder or contracting party under any contract with the School District.

6. The BOARD or the School District reserves the right or option to set off or offset the amount of any City taxes or other indebtedness owed to the City and/or the School District against any payment or payments due to a firm, business or legal entity under any contract with the School District.

7. The BOARD may authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of the contract award, if the BOARD determines, in its sole discretion, that award of the contract of the firm, business or other legal entity is in the best interest of the School District, or required under applicable Federal or State laws, regulations or rulings.

8. The BOARD, in its sole discretion, may authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or others indebtedness owed to the City and/or the School District at the time of contract award and that has entered into a satisfactory arrangement with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City and/or the School District. The firm, business or other legal entity must provide written proof of this satisfactory arrangement with the City before the authorization of the award of the contract.

9. The Chief Financial Officer will be responsible for monitoring and overseeing the School District's implementation and enforcement of the Tax Compliance of Vendors Policy.

New Tax Compliance Provisions

RFPS, RFQs and Bids

Tax Compliance. It is the policy of the School District of Philadelphia ("School District") to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia ("City") taxes and School District taxes or other indebtedness owed to the City or the School District, including but not limited to taxes collected by the City on behalf of the School District, at the time of contract award. Pursuant to SRC Resolution SRC-2 dated February 21, 2013, the School District's School Reform Commission ("SRC") has adopted a Tax Compliance of Vendors Policy which provides that generally, the SRC will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award. Attached is the Tax Compliance of Vendors Policy.

1. Comply with Tax Compliance Policy. All firms, businesses and other legal entities wanting to receive a School District contract or receiving a School District contract shall comply with all of the terms and conditions of the Tax Compliance of Vendors Policy.

2. Check for Tax Compliance Before School District Contract Award.

   A. Before submitting a Proposal, Quotation, Quote or Bid, the Proposer, Contractor or Bidder shall check its tax compliance status with the City Revenue Department Tax Clearance Unit by going to the City Revenue Department website for tax compliance system (**https://tax-services.phila.gov/_/)** selecting "Vendor/Contractor" as the reason for compliance, and then submitting its name, type and tax identification number.

   B. The City Revenue Department online tax compliance system will verify the tax compliance of the Proposer, Contractor or Bidder. If the Proposer, Contractor or Bidder is in compliance, then the Proposer, Contractor or Bidder shall print out a "Certificate of Tax Clearance" and include the "Certificate of Tax Clearance" in its Proposal, Quotation, Quote or Bid.

   C. The City Revenue Department online tax compliance system will advise the Proposer, Contractor or Bidder if it is not in compliance and how to contact the City Revenue Department to resolve non-tax compliance issues. If the Proposer, Contractor or Bidder is not in compliance, then the Proposer, Contractor or Bidder shall contact the City Revenue Department Tax Clearance Unit directly (at telephone number 215-686-6565), identify itself as a School District Contractor, and resolve the non-tax compliance issue before the BOARD authorizes the award of the School District contract.

   D. Generally, a Proposer, Contractor or Bidder will not receive a School District contract award until it has submitted proof of its tax compliance in the form of a "Certificate of Tax Clearance" to the School District. Generally, the BOARD will not authorize the award of a School District contract to a Proposer, Contractor or Bidder that has not submitted a "Certificate of Tax Clearance" to the School District. Generally, the School District will not enter into a contract with a Proposer, Contractor or Bidder that has not submitted a "Certificate of Tax Clearance" to the School District. Failure by a Proposer, Contractor or Bidder to include the "Certificate of Tax Clearance" in its Proposal, Quotation, Quote or Bid may make the firm, business or other legal entity a "non-responsible" Proposer, Contractor or Bidder for award of a School District contract. Failure by a Proposer, Contractor or Bidder to provide a "Certificate of Tax Clearance" to the School District within the time period required by the School District may make the Proposer, Contractor or Bidder ineligible to receive an award of a School District contract.

3. Provide Proof of City Satisfactory Arrangement, Settlement Agreement or Payment Plan; Continue to Comply with said Arrangement, Agreement or Plan.

   A. The Proposer, Contractor or Bidder shall provide written proof to the School District of its satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The Proposer, Contractor or Bidder shall not receive a School District contract award until it provides written proof of said City satisfactory arrangement, settlement agreement or payment plan to the School District.

   B. The successful Proposer, Contractor or Bidder shall be required under the awarded School District contract to continue to comply with said City satisfactory arrangement, settlement agreement or payment plan during the duration of said contract.

4. BOARD Reserves Right or Option to Award School District Contract to Non-Tax Compliant Firm, Business or Other Legal Entity.

   A. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that has not submitted a "Certificate of Tax Clearance" to the School District if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.

   B. The BOARD reserves the right or option to award a School District contract to the apparent lowest or successful Proposer, Contractor or Bidder that does not provide a "Certificate of Tax Clearance" to the School District if the BOARD determines, in its sole discretion, that award of said contract to the apparent lowest or successful Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.

   C. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City or the School District at the time of contract award if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.

   D. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City or the School District at the time of contract award if the Proposer, Contractor or Bidder has entered into a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The Proposer, Contractor or Bidder shall provide written proof of said City satisfactory arrangement, settlement agreement or payment plan to the School District before the BOARD authorizes the award of said contract.

   E. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is in default of any satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness

owed to the City or the School District if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.

5. BOARD or School District Reserves Right or Option to Set Off or Offset Delinquent Tax or Other Indebtedness against Contract Payment; Agreement to said Set Off or Offset.

   A. The BOARD or the School District reserves the right or option to set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any payment or payments due to the successful Proposer, Contractor or Bidder under any contract with the School District.

   B. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract.

   C. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract if the successful Proposer, Contractor or Bidder breaches the tax indebtedness representation, warranty and covenant in said contract.

6. BOARD or School District Reserves Right or Option to Withhold Contract Payment; Agreement to said Withholding.

   A. The BOARD or the School District reserves the right or option to withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is delinquent in the payment of City or School District tax or taxes or other indebtedness owed to the City or the School District. The BOARD or the School District further reserves the right or option to continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

   B. The BOARD or the School District reserves the right or option to withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is in default of a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The BOARD or the School District further reserves the right or option to continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

   C. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is delinquent in the payment of City or School District tax or taxes or other indebtedness owed to the City or the School District. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District

contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

D. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is in default of a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

E. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder breaches the tax indebtedness representation, warranty and covenant in said contract. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

7. Good Faith Contest.

A. The successful Proposer, Contractor or Bidder shall be permitted under the awarded School District contract to, in good faith, contest the amount of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District.

B. The successful Proposer, Contractor or Bidder shall be required under the awarded School District contract to diligently and expeditiously proceed to resolve the matter with the City, or the Commonwealth of Pennsylvania, as the case may be, in order to reach a satisfactory settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be.

A. The successful Proposer, Contractor or Bidder shall be required under the School District contract to expeditiously pay all uncontested obligations.

APPENDIX N: PRE-PROPOSAL CONFERENCE

Please forward your acknowledgment of receipt of the attached Request for Proposals to:

Kaaliyah Fratarcangeli
Office of Procurement Services
The School District of Philadelphia
The Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
Office: 215.400.4380
Facsimile: 215.400.4381
E-mail: **Kfratarcangeli@philasd.org**

Organization Name: _____ has received the Request for Proposal for: **NG10835 - Accounting and Financial Reporting Consulting**

At this time, the organization intends to:

[ ] Submit a Proposal

[ ] Not Submit a Proposal

[ ] Attend the Vendor's Conference (if applicable)

[ ] Not Attend the Vendor's Conference (if applicable)

Signature: _____

Title: _____

Date: _____

Please return this form to Kaaliyah Fratarcangeli no later than September 10, 2026 via email or facsimile: 215.400.4381.

APPENDIX O: CONTRACTOR DEBARMENT

All prospective vendors bidding on School District of Philadelphia's requirements must read the terms as set forth below and sign the certification at the end of this section.

1. Contractor Debarment; Suspension

a. Contractor Certification

The Contractor certifies that it is not currently under suspension or debarment by any governmental entity, and if the Contractor cannot certify, then it agrees to submit written explanation of why such certification cannot be made

b. Authority to Debar

The School District shall have the authority to debar a Contractor for cause from consideration for award of contracts for a period of not more than three (3) years or to suspend a contractor from consideration for award of contracts, if there is probable cause for debarment, for a period of not more than three (3) months. Contractor shall be given reasonable notice and opportunity to be heard prior to a final debarment or suspension determination by the School District.

c. Cause for Debarment

The School District is authorized to debar or suspend a Contractor from contracting with the School District for any of the following causes which occurred within the past five (5) years.

i. Conviction, including a plea of guilty or nolo contendere, for Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract in the performance of a contract or subcontract;

ii. Conviction, including a plea of guilty or nolo contendere, under Federal or State statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibilities as a Contractor;

iii. Conviction, including a plea of guilty or nolo contendere, under Federal or State antitrust statutes arising out of the submission of bids or proposals;

iv. Any of the following violations of contract provisions of a character which is regarded by the School District to be so serious as to justify debarment action;

a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract

b) A recent record of failure to perform, unsatisfactory performance or performance not in accordance with the terms of one or more contracts

v. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

vi. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of, or acquiescence in such activities by a contractor or any affiliate, officer, employee or other individual or entity associated with obtaining, attempting to obtain, or performing a public contract or subcontract;

vii. Violation of Federal or State antitrust statutes;

viii. Violation of any Federal or State law regulating political campaign contributions;

ix. Violation of any Federal or State law regulating hours of labor, minimum wage standard or prevailing wage standards, discrimination in wages or child labor violations;

x. Violation of the Workers' Compensation Act;

xi. Violation of any Federal or State law prohibiting discrimination in Employment;

xii. Debarment by any agency or department of the Federal Government or by any other State;

xiii Three or more occurrences where the Contractor has been declared ineligible for a contract;

xiv. Unsatisfactory performance, including, but not limited to, any of the fo11owing:

a.) Failure to comply with the terms of a School District contract or subcontract, including, but not limited to, willful failure to perform in accordance with the terms of one or more contracts; a history of failure to perform; or, unsatisfactory performance of one of more contracts.

b.) Offering unbalanced bids.

c.) Failure to complete the work in the time frame specified in the contract.

d.) Being declared in default on prior work or project.

e.) Failure to submit documents, information or forms as required by contract.

f.) Making false statements or failing to provide information or otherwise to cooperate with a contracting agency

xv. Any other act or omission indicating a lack of skill, ability, capacity, quality control, business integrity or business honesty that seriously and directly affects the present responsibility of a Contractor as determined by the School District;

xvi. Any other cause the School District determines to be so serious and compelling as to affect responsibility as a Contractor, including debarment by another governmental entity for any cause set forth above

d. Determination; Decisions

i. The School District shall issue a written decision to debar or suspend after the Contractor has been given notice of the potential adverse action and the opportunity to be heard. Failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered a basis for debarment.

ii. The decision shall:

a.) State the reasons for the action taken;

b.) Inform the debarred or suspended Contractor involved of the right to judicial review.

iii. A copy of the decision shall be delivered by registered mail to the debarred or suspended Contractor and any other person intervening.

iv. The debarment or suspension shall be final and conclusive unless the debarred or suspended Contractor appeals to a court of competent jurisdiction within thirty (30) days after receipt of the decision.

e. Reimbursement; Investigations

The Contractor agrees to reimburse the School District for the reasonable costs of investigation incurred for the investigations of the Contractor's compliance with terms of this Contract or any other agreement between the Contractor and the School District, which result in the suspension, or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime, travel, and lodging expenses and expert witnesses and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

f. Subcontractors; Employees

If the Contractor enters into any subcontract or employs under this Contract any subcontractors/individuals who are currently suspended or debarred by any governmental entity or who becomes suspended or debarred by any governmental entity during the term of this Contract or any extensions or renewals thereof, the School District shall have the right to require the Contractor to terminate such subcontracts or employment.

g. Right of Nondisclosure

Information furnished by a bidder pertinent to determining responsibility of that bidder for contract award shall not be disclosed outside of the School District without prior written consent by the bidder, subject to provisions relating to the retention of contract documents.

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion by any Federal or State Funded Agency

By signing and submitting this proposal, the prospective lower tier bidder is providing certification as set out below:

1.) The prospective lower tier participant bidder certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

2.) Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participants shall attach an Explanation to this proposal.

Signature of Bidder

_____

Print Name

_____

Position Held

_____

Date

_____

Appendix P: School District of Philadelphia Technology Specifications

Overview

The School District of Philadelphia ("District") seeks a technology-based enterprise platform and/or service that collectively represents a turnkey solution (hereafter referred to as simply, "solution"). Understanding that the District's primary focus is K-12 education, the District is looking for a solution that includes all key resources for successful deployment, implementation, and ongoing support and maintenance. The responder should fully enumerate all one-time and recurring resources, costs, and requirements that would be assumed either partially or fully by the District in terms of technology procurement and support.

The District expects the responding vendor to focus and expand on the technology components of the proposed solution and has included pertinent background information on the following:

1. Network Specifications
2. Delivery Model
3. Data Protocols
4. Application Integration
5. Support and Service Level Agreements
6. Miscellaneous

It should be noted that portions of this appendix and the included informational sections may not be applicable to a vendor's solution, but has been included for completeness and full disclosure of the School District's IT infrastructure and systems environment.

Network Specifications

All District-operated school and administrative facilities support universal access to the Internet through local-area networks utilizing TCP/IP and standards-based non-proprietary protocols and transports. The District's network infrastructure includes several "intrusive" gateway components including firewalls, proxies, content filtering, traffic management and packet inspection technology. Network addressing is accomplished through the exclusive use of private IP addresses (i.e. 10.x.x.x), in conjunction with 1-to-MANY network address translation at the Internet gateway.

Minimally, each classroom and office location contains two (2) hardwired 1-Gbps switched Ethernet connections and all school facilities generally support building-wide 802.11ac WiFi wireless connectivity. Each school and administrative facility is connected to a fiber-optic metropolitan-area network through a 20-Gbps upstream connection, with all District facilities sharing 40-Gbps commodity Internet service, in addition to 10-Gbps Internet2 connectivity.

All proposal responses should specify detailed requirements for network connectivity and bandwidth capacity as well as ancillary requirements (if any) for specialized network or administrative services such as remote VPN access, firewall policy exemptions, or customized LAN configurations.

Technical considerations for compatibility with the District's network environment:

- Solution must be capable of working in a network proxy and network address translation (NAT) environment.
- Solution should require only the use of TCP service ports 80 (http) and/or 443 (https).

- Solution robustness and capacity should be verifiable via web performance and load testing software/service reporting, and capable of sustaining adequate simultaneous client/web connections for the intended use/audience.
- Hosted solutions should be equipped to provide increased bandwidth on demand, as needed.
- Should support connectivity by both IPv4 and IPv6 protocols.
- Should not require the use of Multicast protocols.

It should be noted that while the District maintains a fairly robust and highly-available technology and communications infrastructure for District-operated schools, no assumptions should be made concerning other public, private, or partnership school facilities, including Charter schools and Early Childhood centers. These locations operate and are maintained independently from the District in terms of technology and connectivity.

Delivery Model

Hosting

The District requires a hosted service delivery model such as an *Application Service Provider* (ASP), *Software as a Service* (SaaS), or Internet cloud-based model for hosting of vendor's solution. The proposed technology solution must not require or rely on the use of local on-premise server(s) or server appliance(s) other than those discussed elsewhere in this Appendix. Vendor should be prepared to provide information on the hosting facility, such as hosting company name, contact person, contact number and service level agreements that exist between respective companies.

- Delivery Model Cost Breakdown (illustrative example only – include all costs, fees and resource needs that must be assumed by the District for the proposed solution(s))
- Hardware, Server and/or Software Acquisition Costs
- Installation Costs
- Application Licensing Fee(s)
- Database Licensing Fee(s)
- Maintenance Costs for Hardware and/or Software
- Maintenance Costs for Database(s)
- Technical Support Fee(s)
- Training Expenses
- Costs for Vendor Help Desk or Customer Support Center
- Vendor Programming Personnel Costs (estimate): *hrs. x $/hr. = total*
- Vendor Consulting Services Costs (estimate): *hrs. x $/hr. = total*
- School District of Philadelphia IT Personnel Maintenance Resources (estimate): *hrs.*
- 3rd-Party Software Expenses
- Disaster Recovery and/or Business Continuity Expenses
- Other Costs or Expenses (e.g Input Devices, Consumables, SSL Certificates, Online Storage, Offline Backup/Archival etc.)

Data Protocols

Data Ownership

The District assumes the term *Data* shall mean all information, whether or not confidential, entered into software or equipment by or on behalf of the School District and information derived from such information, including as stored in or processed through the equipment or software, including, without limitation, all data and information submitted to a vendor by the School District. All responding vendors should be aware that all School District Data shall remain the sole and proprietary property of the School District in perpetuity, throughout and beyond the term of any agreement.

Vendor shall not allow Data to be transferred or stored in any form, including physically or electronically, outside of the United States or its territories. Further, Vendor shall not permit its employees, contractors or service providers, to access District Data from outside of the United States or its territories, for any purpose including but not limited to use for call centers, help desks, technical support, system configuration, hosting, maintenance, troubleshooting or disaster recovery.

The School District requires that the Data owned by the District must be transferable to the District in a usable format and should include an Entity Relationship Diagram and Data Dictionary. It should also include the ability to roll off data to retrievable archives and the ability to load historical data for reporting purposes.

No vendor shall be permitted to destroy or cause to be destroyed; any School District Data unless otherwise permitted by the District through prior expressed written consent. At any time during the term of any subsequent agreement resulting from this RFP, the School District may request copies of or access to, all or any subset of School District Data.

Upon termination of any agreement for any reason, within a time period to be set at the time of contract negotiations, the awarded vendor agrees to return in an industry-standard and District approved format, media containing all School District Data currently in the possession of the vendor and/or its subcontractors. Upon completion of the return of all Data to the District, the awarded vendor will then take all reasonable efforts to securely destroy and dispose of all School District Data in its possession or in the possession of its subcontractors.

The District must be notified immediately in the event of any type of data breach and the awarded vendor will satisfy applicable data retention requirements as set forth by the District.

Compliance
Vendor will be required to adhere to all local (Philadelphia County), state (Pennsylvania), and federal laws and regulations as applicable, including, but not limited to FERPA, COPPA, CIPA, CIPA-2, HIPAA and ADA (minimum WCAG 2.1 compliance).

The School District of Philadelphia is committed to providing access to our electronic information, including our websites, for individuals with disabilities in accordance with all applicable State and Federal laws. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 require us to ensure that anyone with disabilities seeking information or services from us, have access to and use of information and data that is comparable to the access and use by any other members of the public who are not individuals with disabilities. This requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted or otherwise made available by the School District, to its students, staff and/or community members. Responders to this solicitation shall be equally responsible and contractually bound to ensure their product and service offerings are accessible pursuant to the aforementioned laws. The School District's website accessibility standards can be found here: https://www.philasd.org/administrative-procedures-for-website-accessibility/.

Data Interchange
All external data interchange will require protocols and transports containing strong certificate-based encryption (minimal 256-bit, RSA minimal 2048-bit) such as HTTPS, FTPS, SFTP, SSH, or TLS (1.2 or newer). Vendor's Public Key or Digital Certificates must be valid, current and issued by a trusted Certificate Authority ("CA"), and generated from root CA's that are commonly included in popular web browsers as signing authorities. The School District WILL NOT support vendor solutions that rely on "self-signed" Digital Certificates.

Application Integration

The proposed solution may be required to import/export data files from various District enterprise systems. It is required that at a minimum the vendor utilizes a flat file format (i.e. comma-separated values) for data transport. Alternatively, the District will consider file formats that meet current District standards and that are directly compatible with the source/destination system(s) (e.g. XML). In many cases, 3rd-party data integrations will interface with the District's Operational Data Store ("ODS") which connects the many disparate District systems into a single robust Oracle-based database.

The District has adopted IMS Global's OneRoster v1.1 CSV specification as the open standard for importing/exporting student information including user enrollment, demographics, course information, schedules and grades. Any technology solution that will integrate with District student data systems for the exchange of student information and academic data, will be required to natively support the OneRoster v1.1 specification. If such integration is necessary, the District will not consider solutions that require the use of a 3rd-party integration tool, platform, or service. Vendors should provide additional information, use cases, and/or references for successful implementations of IMS Global's OneRoster specifications, including version information.

The District currently uses two ERP systems: Oracle Fusion Cloud Enterprise Resource Planning for Finance and Procurement and CGI's *Advantage 2000,* for Human Resources Management and Payroll. Oracle Fusion Cloud ERP is a fully web-enabled interface to centrally manage purchasing and financial planning. *Advantage 2000* is an IBM mainframe-based application suite using Computer Associates' Datacom as the centralized database.

The District's Student Information System is Infinite Campus District Edition, a fully web-enabled interface for teachers, students, and administrators, utilizing Cloud Choice Hosting.

The District's Instructional Management System is Schoolnet by Pearson Education.

The District currently operates one student-facing Learning Management System - Google Classroom. When appropriate, integration with this system is preferred.

The District's Business Data Warehouse (BDW) is constructed on DataBlocks K12 Analytics model. The District's BDW is organized according to the multidimensional model that hinges on the concepts of facts and dimensions in an Oracle based system. The District's current BI layer is Qlik Business Intelligence and Enterprise Reporting platform.

The District's primary enterprise directory service is LDAP v3 compliant, running on a Linux-based architecture. The District does not utilize Microsoft's Active Directory for its enterprise directory services.

Web-based Standards, Client Software and Application Components
The proposed solution must generally adhere to the District's client (end-user) requirements.

In general, applications that will be used internal and external to the District (schools, administrative offices, and/or staff/student/parent homes) must be web-based and entirely client platform/web browser agnostic.

The District's standard supported web browser configurations are Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Internet Explorer, and Microsoft Edge. The School District's minimum web browser specifications can be found here: https://www.philasd.org/ithelpdesk/minimum-browser-requirements/.

The District supports Apple macOS 12 (v12 and newer), Microsoft Windows (v10 and newer), and Google ChromeOS (78 or newer) client operating systems.

The District's supported mobile OS platforms are Apple iOS and Google Android.
District-owned OS X and Windows desktop and laptop platforms are protected using a next gen antivirus and endpoint detection and response software provided by Crowdstrike.

Vendors must provide a complete listing of any required web browser plug-ins or supplemental client software (e.g. Adobe Reader, etc.) as well as minimal supported version numbers.

Any solution that relies on the use of a client-side Java engine, must utilize a current Oracle-supported version of the Java runtime engine (v1.8 or newer).

For any services delivered via the web, the vendor must document the use of role-based functionality and access.

If the service delivery model is provided as a hosted, outsourced or cloud-based platform or service, the District is entirely agnostic to the server, software and back-end platforms being utilized by the vendor. However, if the solution requires that the District host or maintain any aspect of the proposed solution, the following system, application and database platforms are generally supported by the District's VMware/ESXi on-premise cloud platform:

- Oracle Database
- MySQL Database/Maria DB Database
- SQL Server 2019 or higher
- Java Programming Logic
- JSP Pages (Presentation Layer)
- Apache/Tomcat Application Server
- Ubuntu Linux-based Operating System 20.x or higher
- Windows Server 2022 or higher

Google Workspace for Education Plus
The District has implemented a Google domain tenancy and provisions user accounts for most (but not all) of its associated users. Vendors may propose products or solutions that will interface with the District's Google Workspace environment. Such proposals must comply with the District's policies regarding data privacy and the use of online resources. The District chooses to enable and configure the use of Google's services in accordance with state and federal laws, its internal policies, and the contract negotiated with Google, an excerpt of which is available for review at https://www.philasd.org/privacy. The District's Google Workspace domain organizes staff members by account status, and students by school and grade level. The Google Workspace domain cannot differentiate users by classroom or section at a school. For any proposed solution, further discussions will be needed to determine if Google integration is feasible and appropriate.

Application Portal Integration, Identity Federation and Single Sign-On (SSO)
All third-party applications are generally required to integrate with the School District's web-based Employee, Student and/or Family Portal(s) as appropriate.

The District has implemented an open-source Identity and Access Management platform, Central Authentication Service (CAS), which permits authenticated users to gain access to applications developed or hosted by third-party service providers. The District's solution is built upon the open standard Security Assertion Markup Language (SAML 2.0). The District's system will serve as the Identity Provider (or, "IdP") to a vendor, who will act as the Service Provider (or "SP").

The District prefers Service Provider-initiated Federation, where the SP generates an Authentication Request that is sent to the idP, and the idP responds with a SAML Response. If a vendor is unable to support SP-initiated SSO, then idP-initiated SSO can be initiated by the client, sending an unsolicited SAML Response to the SP. The District requires that all SAML assertions be digitally signed by certificate, but not encrypted. Vendors must provide static Service Provider ("SP") metadata in XML format for each SAML Service included in their proposal, including entityID, endpoint URL, and signing certificate. SAML Signing certificates may be self-signed or self-generated, but the web transport (https) of all SAML assertions must be encrypted with Transport Layer Security (TLS) version 1.2 or higher using a commercially signed certificate, as defined above in Section 3.3 ("Data Interchange").

The District will provide limited attribute release through SAML to authenticate its users and to provide basic demographic and role information. Application Security and Authorization will largely be processed through separate user data imports. Attribute release mappings are customizable to some extent. A typical attribute release scheme includes a Globally Unique Identifier: a static employee or student ID number released with a customer-specific prefix (for example, "philasd12345"), which is designed to never change for the life of that digital identity.

Vendors should provide documentation regarding the level of compliance with Single Sign-On protocols for any and all web browser-based applications proposed in the solution. Vendors should provide additional information, use cases, and/or references for successful implementations of open-source Identity Federation with other customers (if applicable).

Web Services and Application Programming Interfaces (APIs)
While the School District is limited in the current use and deployment of Web Services, third-party applications may be required in the future to provide Web Services methods to extract or insert data from a third-party application using standardized SOAP XML envelopes or REST transfers (for example). The Web Services Definition Language (WSDL) must comply with W3C standards.

E-mail & Calendaring Services
The School District provides e-mail, scheduling and collaboration services to all employees and students using Google Workspace. Solutions that wish to enable the exchange of messages or event scheduling with District staff, must be capable of supporting open-source protocols and file formats such as SMTP and iCal.

Electronic Document Management
The School District utilizes an electronic document management system to store and retrieve personnel and financial documents. The District uses EMC Documentum ApplicationXtender 8.1.176.22 to index scanned versions of documents including (but not limited to): invoices, purchase orders, purchase vouchers, journal vouchers, grant certifications and documentation, payroll documentation, employee health and disciplinary correspondence.

The District may request that vendors include solutions for providing electronic forms of pertinent documentation, if such documentation is needed for inclusion in the electronic document management system. Vendors would be required to provide pertinent documents in an electronic format such as True Image File Format (TIFF) or Portable Document Format (PDF) along with indexing information for import by the District.

Employee Smart Cards
All District employees are issued employee smart card ID badges. The District's employee smart card standard is HID's iCLASS architecture. Employee contactless smart cards are used as a means of identification, access control and integration with the District's enterprise security and surveillance system.

The technical specifications for employee smart cards are as follows:

- HID Part #2002PG1MN
- Operating Frequency: 13.56 MHz
- 16K Bits (2K Bytes) with 16 Application Areas
- 35-bit Preprogrammed iCLASS Credential, Format H51558
- Plain White PVC with Gloss Finish (Front Packaging)
- Plain White PVC with Gloss Finish with Magnetic Stripe (Back Packaging)
- Sequential Matching Internal/External (Inkjetted) Card Numbering

Student Smart Cards
The District's student smart card standard is MIFARE. This technology is currently utilized in the District's high schools and middle schools for identification, entrance, egress and attendance tracking. Because the systemic use of student smart cards will be phased in over time, any vendor solution requiring student authentication might have to accommodate both PIN-code device entry as well as smart card use. There are currently three ways for vendor solutions to utilize student smart cards for authentication: (1) unique serial number pre-coded on every card; (2) unique student identification number programmed on data storage portion of card; or (3) use of very minimal application-specific space available on data portion of card (requires pre-approval by District IT management).

The current technical specifications for student smart cards are as follows:

- MIFARE ISO/IEC 14443A with the following:
- Contactless Transmission: Up to 7 cm
- Operating Frequency: 13.56 MHz
- Fast Data Transfer: 106 Kbps
- 8K Bits (1K Bytes) organized in 16 sectors with 4 blocks of 16-bytes each with user definable access for each block
- Data Integrity: 16-bit CRC, parity, bit coding and counting
- Data Retention Period: 10 years minimum
- Write-Endurance: 100,000 cycles minimum
- ISO/IEF DIS9798-2 Three-Pass Authentication
- True Anti-Collision
- Replay attack protection through data encryption on RF-channel
- Two keys per sector per application for multi-application with key hierarchy
- Unique serial number for each device and transportable EEPROM keys

Support and Service Level Agreements

Deployment, Administration, Configuration and Maintenance Requirements
Vendor should specify the personnel resources, skills and knowledge required to customize, deploy, implement and maintain the proposed solution.

The District will expect regular and timely reports to support compliance with all service level agreements.

The District will expect comprehensive usage statistics to be collected and shared that demonstrate the ongoing usage level of the proposed solution.

Vendor should articulate the plan for providing support to end-users, the modalities of support that will be provided (e.g. telephone, e-mail, web-based portal, facsimile) and the proposed support service levels.

Vendor should provide a standard technical support plan, articulating how the District reports and track issues.

Systems Redundancy / Data Archival / Disaster Recovery
Vendor should include a plan for systems redundancy, data archival/backup, and disaster recovery services in order to permit business continuity and to ensure the safety and integrity of the District's data. These considerations will be defined in more detail in the service level agreements during contract negotiations.
Data Controls / Audits
With reasonable notice, a vendor shall cooperate with the School District of Philadelphia, or any duly authorized local, state, or federal agency, to enable the successful conduct of an audit. The vendor shall, in a timely manner, provide technical and security related information necessary for such lawful and/or legally mandated audits. With respect to the collection, storage, use and processing of enterprise data and information, the District adheres to SSAE-16 reporting requirements as well as any applicable state and federal mandates. The responding vendor will be required, without exception, to conduct and provide, on an annual basis, an independent SSAE-16 SOC1, SOC2 and/or SOC3 report, as applicable.

Availability / Service Level Credits
Vendor's solution will be required to provide the highest degree of availability and responsiveness under nominal as well as "high load" usage conditions. Any contractual agreement resulting from award of this solicitation, shall include a mutually negotiated comprehensive service level agreement to include Vendor service level credits or reimbursement for performance failures including, but not limited to, unscheduled system downtime, loss of connectivity, unacceptable end-user response, loss of District data, excessive response or mean-time-to-repair (MTTR) times, and/or failure to provide acceptable annual SSAE-16 reports.

Training and Documentation
Vendor should detail the training materials (and specify medium – DVD, web-based, paper-based, etc.) that exist for the proposed solution, as well as the training services (i.e. number of persons, locations, number of days) that vendor is prepared to provide. The District strongly prefers that vendor proposes multiple options for training models (i.e. computer-based instruction, instructor-led, "train-the-trainer").

Vendor should identify any/all documentation that exists for end users, administrators and developers, as applicable.

Miscellaneous

Security
Vendor should provide a detailed overview of the proposed solution or application's use of security in relation to server/infrastructure hardware, user logins, authentication methodology, etc.
Remote support tools that require inbound firewall exceptions (e.g. Teamviewer, LogMeIn, etc) will not be permitted. All remote support must be delivered via a collaboration tool where a District staff member must initiate the session and said staff member can grant/revoke support staff any remote control privileges (e.g. Zoom, Google Meet, WebEx, etc).

Technical Environment Requirements

- Scalability – Vendor should include information regarding the anticipated performance and load, including maximum session concurrency, of the proposed solution that meets or exceeds the

anticipated demands within the District. Vendor should also include information on additional resources (hardware, software and network) that would be required for increased usage.

- Constraints – Vendor should specify any pre-existing hardware or software that the proposed solution must directly interface with, inclusive of specific operating systems, databases, middleware, or web servers.
- General – In the scenario of an SDP-supported implementation, Vendor should document any dependencies on 3rd-party products or plug-ins required in the installation of the proposed solution, as well as any specific technical requirements relevant to the installation or operation of the solution.

Implementation, Deployment and Transition Requirements

- Transition Plan – Vendor should describe plans for transitioning current data, user accounts, etc., into the proposed solution (if applicable).
- Implementation – Vendor should describe technical plans for the installation, testing and infrastructure configuration required to prepare the solution for production use.
- Scheduling – Vendor should provide an estimated time-line for installation and implementation of the proposed solution.