

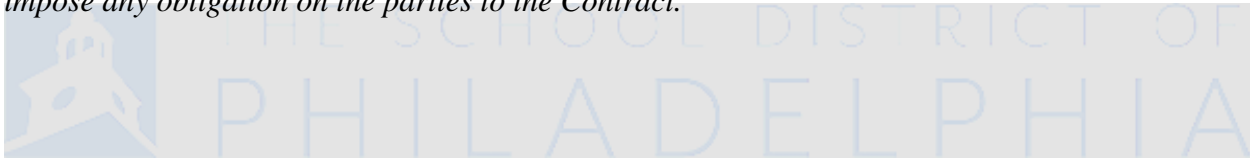


The Center for Black Educator Development - Act 158 Industry Recognized Credentials - AfS - Academic FY24 - 4668

The School District of Philadelphia
440 N Broad Street
Philadelphia, PA 19130

Contract Number	4668
Contract Name	The Center for Black Educator Development - Act 158 Industry Recognized Credentials - AfS - Academic FY24 - 4668
Start Date	01-Nov-2023
End Date	28-Jun-2024
Program Office	Academic Support

The following document, beginning on page 2 (the "Contract"), does not constitute a legally enforceable contract, and the School District has no obligation to pay the above named Supplier, unless and until (1) the Contract is fully executed and (2) the Supplier has received an official School District purchase order, if applicable. This cover page does not constitute part of the Contract, is not incorporated into the Contract, and is included for reference only. It does not impose any obligation on the parties to the Contract.



CONTRACT NO. 4668

Funding Source: Academic Support - - Perkins

AGREEMENT FOR SERVICES

Project Name:

RFP NG10265 – Act 158 Industry Recognized Credentials Services

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 **The Center for Black Educator Development**, a District of Columbia corporation (the "Contractor"), located at 7901 Hidden Lane, Elkins Park, PA 19027-1103, have executed and delivered this Agreement for Services (the "Contract") as of November 1, 2023.

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 the attached Exhibit "A" – Statement of Work and Exhibit "B" – 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", and the other Exhibits attached hereto and incorporated by reference in Section 7 below.

a. *M/WBE Commitments and Requirements.* In supplementation of the Contractor's other covenants set forth in this Contract, the Contractor covenants and agrees to carry out fully and faithfully its commitments set forth in this Contract concerning utilization of M/WBEs; if any. See Exhibits "A" and "C" to this Contract. For compensation under this Contract, the Contractor's M/WBE participation covenant shall equal at least: 10.0%.

2. *Action Item.* The Board of Education authorized this Contract by its action item number 22, dated September 21, 2023. 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 November 1, 2023 and end June 28, 2024 (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 **\$103,200.00, 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.

5. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 6 below and, unless the Parties have agreed to a different schedule as set forth in an exhibit attached 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 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.

6. *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:

	<i>School District Responsible Official:</i>	<i>Contractor:</i>
Name:	Tomas Hanna	Jahdiya Semper
Title:	Chief of Academic Support	Director of Operations
Party:	The School District of Philadelphia	The Center for Black Educator Development
Address:	440 North Broad Street	7901 Hidden Lane
Email:	Philadelphia, PA 19130 [REDACTED]@philasd.org	Elkins Park, PA 19027-1103 [REDACTED]@thecenterblacked.org

7. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract:

- "A" Statement of Work (which includes Procurement Requirements, if applicable, in order of precedence)
- "B" Budget
- "C" Standard Terms and Conditions

The Parties hereby incorporate these Exhibits in this Contract. In the event of a 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 "C"; third, Exhibit "A"; and fourth, 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. *Options to Extend the Term.* The School District shall have the right to extend the Term of this Contract for three (3) additional periods of one (1) year each, to June 30 of the following calendar year. If the School District elects to exercise an option, then the School District shall exercise each option by giving notice to the Contractor not later than May 1 of the calendar year in which the Term of the Contract is then scheduled to expire. Exercise of each option by the School District shall increase the Compensation by a sum up to but not to exceed **One Hundred Three Thousand Two Hundred Dollars (\$103,200.00)** per Term extension. If and only if the School District exercises its first option, the Compensation shall not exceed **Two Hundred Six Thousand Four Hundred Dollars (\$206,400.00)**; and if and only if the School District exercises its second option, the Compensation shall not exceed **Three Hundred Nine Thousand Six Hundred Dollars (\$309,600.00)**; and if and only if the School District exercises all options, the Compensation shall not exceed **Four Hundred Twelve Thousand Eight Hundred Dollars (\$412,800.00)**. If and only if the School District exercises an option, then the Parties modify "Compensation" as set forth in Section 4, Compensation, page 2 above, to mean the not to exceed amounts set forth in this Section 8.

9. *Modifications: Modifications: Master Grant Agreement* . The Parties have attached hereto as Exhibit "E", a true, correct and complete copy, as redacted of the Carl D. Perkins Career and Technical Education Grant Agreement, dated January 31, 2024, by and between the School District and Commonwealth of Pennsylvania, by its Pennsylvania Department of Education (the "Master Grant Agreement"; OGC Contract No. 277FY23; Project #: 380-24-0064). 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.

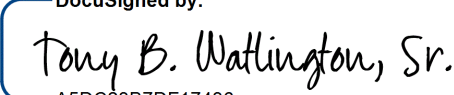
In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

The Center For Black Educator Development

DocuSigned by:

By: _____
8F626BF272724D2...
Founder/CEO
June 5, 2024

The School District of Philadelphia

DocuSigned by:

By: _____
A5DC23B7DF17436...
Tony B. Watlington, Sr., Ed.D.
Superintendent

DocuSigned by:

By: _____
EB66A20097E421...
Pre-Audit Approval
June 6, 2024

Exhibit "A"
Statement of Work

Exhibit A, designated No. 4668-10232023-1, forms a part of the Contract at the time of execution and is 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 Exhibit A's incorporation into the Contract.

Exhibit "B"
Budget

Please refer to Exhibit "A", above.

Budget



Revised SDP Budget for Teaching Academy (as of 1/31/24)

	SY 2023-24		SY 2024-25	SY 2025-26	SY 2026-27
9th Grade Curriculum	\$18,000.00	TA Course #1 (9th)	\$17,500.00	\$17,500.00	\$17,500.00
9th Grade Implementation Support	\$5,000.00	TA Course #2 (10th)	\$17,500.00	\$17,500.00	\$17,500.00
11th Grade Curriculum	\$18,000.00	TA Course #3 (11th)	\$17,500.00	\$17,500.00	\$17,500.00
11th Grade Implementation Support	\$5,000.00	TA Course #4 (12th)	\$17,500.00	\$17,500.00	\$17,500.00
		Professional Development	\$24,000.00	\$24,000.00	\$24,000.00
		Data & Evaluation	\$9,206.00	\$9,206.00	\$9,206.00
Total	\$46,000.00		\$103,206.00	\$103,206.00	\$103,206.00
				Four Year Total	\$355,618.00

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 [REDACTED]; its Federal Tax ID Number is [REDACTED]; and its Federal Excise Tax Number is [REDACTED].

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 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: [REDACTED]@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 1.1.

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 in the Philadelphia Metropolitan Statistical Area 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 draftsman. 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.

Exhibit "D"
Board Action Item
See attached.

Action Item - 22.

Title: Contract with Various Vendors - ACT 158 Industry Recognized Credentials and Career Training (\$638,000)

Board of Education Meeting Date: 9/21/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract, subject to funding, as follows:

With:

Urban Media Literacy, Inc.
Kollective Wellness LLC
Junior Achievement of Southeastern Pennsylvania
Community College of Philadelphia
Temple University-Of The Commonwealth System of Higher Education Real Estate Institute
The Center for Black Educator Development

Purpose:

Industry recognized credentials through state-approved pre-apprenticeship programs and/or career training opportunities for students in grades 9-12

Start date: 9/22/2023

End date: 6/30/2024

Compensation not to exceed: \$638,000

Separate Compensation by Vendor:

All entities will be paid out of the aggregate amount not to exceed \$638,000

Location:

All Schools

Renewal Options: Yes

Number of Options: 3

Duration of each option to extend: Years: 1 Months:

Maximum compensation authorized per option period: All entities will be paid out of the aggregate amount not to exceed \$638,000 per option period

Description:

Why is this contract needed?

Students in grades 9 through 12 across the District will have the opportunity to learn viable skills, participate in career training, and earn certifications that will help them prepare for life after high school and gain evidence for ACT 158 graduation requirements. Students will be able to earn industry recognized credentials through state-approved pre-apprenticeship programs and/or career training opportunities. The programs include either virtual or classroom instruction. A solid foundation in workplace skills such as communication, teamwork, technology, life skills, and industry based credentials is critical to postsecondary success. Credentials can help students get a job, get a higher paying job, advance their careers, and start their own business. Industry-recognized credentials also count toward meeting the requirements of Act 158, a Pennsylvania law that provides alternative pathways to graduation for high school students.

How is this work connected to the District's plan to achieve Goals & Guardrails?

Providing opportunities for students to earn industry-recognized credentials is aligned with the Goals and Guardrails in several ways. First, it helps students to develop the skills and knowledge that they need to be successful in college and the workforce. This is essential for student success, as the 21st century economy demands a skilled workforce. Second, providing opportunities for students to earn industry-recognized credentials helps to close the achievement gap between different student groups. This is because industry-recognized credentials are often more accessible to students from low-income families and students of color. Finally, providing opportunities for students to earn industry-recognized credentials helps to

ensure that all students have access to a high-quality education. This is because industry-recognized credentials are often offered in partnership with businesses and community organizations, which can provide students with valuable resources and support. Overall, providing opportunities for students to earn industry-recognized credentials is a key component of the Goals and Guardrails. It is an important way to ensure that all students have the opportunity to succeed in school and in life.

How will the success of this contract be measured?

The success of this contract will be measured by the number of students who successfully complete the program by earning one or more industry certification and complete either the state approved pre-apprenticeship program or aligned training. Consistent with past practice, the Office of Research and Evaluation will conduct program evaluations of programs organized by the District. The final report will provide a summary of the school year program, including information about enrollment, attendance, and findings from surveys and observations. The successes and challenges of program implementation will provide insights and guide implementation each year.

When applicable, is this an evidence-based strategy? If so, what evidence exists to support this approach?

There is substantial evidence depicting why it is helpful for students to earn industry recognized credentials. The National Association of Colleges and Employers found that 72% of employers said that they would be more likely to hire a candidate who has industry recognized credentials. A study by the Georgetown Center on Education and the Workforce found that workers with industry recognized credentials earn an average of \$15,000 more per year than workers without these credentials. A study by the American Institutes for Research found that workers with industry recognized credentials are more likely to be promoted than workers without these credentials. Finally, a study by the Kauffman Foundation found that entrepreneurs with industry recognized credentials are more likely to succeed than entrepreneurs without these credentials.

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

Consistent with the District's competitive procurement process, the selection process resulting in this contractor included a committee of District staff with relevant programmatic, IT and fiscal expertise who reviewed and evaluated contractors' RFQ responses.

Funding Source(s):

FY23-24 Operating and Categorical

Office Originating Request: Academic Support

Exhibit "E"
Master Grant Agreement

Exhibit "E" – Master Grant Agreement includes the following parts:

- (1) PDE - Carl D. Perkins Career and Technical Education Grant Agreement
- (2) Federal Grant-Funded Agreements: Contractor Requirements
- (3) Grant-Funded Agreements: Pennsylvania Department of Education ("PDE") Contractor Requirements

Each of the above includes any schedules, attachments or addenda incorporated therein.

In the event of a conflict between any part of this Exhibit and another part of this Exhibit, the following order of precedence shall apply: first, the PDE – Carl D. Perkins Career and Technical Education Grant Agreement, and second, Federal Grant-Funded Agreements: Contractor Requirements, and third, Grant Funded Agreements: PDE Contractor Requirements.

These documents are delivered as part of the Contract at the time of execution and are hereby incorporated into and made a part of the Contract to the same extent as if they were attached hereto. The Parties by execution of the Contract acknowledge their consent to these documents' incorporation into the Contract.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/05/2024

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): 844-357- XXXXXXXXXX FAX (A/C. No): E-MAIL ADDRESS: XXXXXXXXXX @hiscox.com PRODUCER CUSTOMER ID:														
INSURED The Center for Black Educator Development 7901 Hidden Ln Elkins Park, PA 19027	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc.</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc.	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS																														
A	PROPERTY	XXXXXXXXXX	09/23/2023	09/23/2024	<table style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/></td><td>BUILDING</td><td style="text-align: right;">\$</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>PERSONAL PROPERTY</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td><input type="checkbox"/></td><td>BUSINESS INCOME</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td>EXTRA EXPENSE</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td>RENTAL VALUE</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td>BLANKET BUILDING</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td>BLANKET PERS PROP</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td>BLANKET BLDG & PP</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/></td><td></td><td style="text-align: right;">\$</td></tr> </table>	<input type="checkbox"/>	BUILDING	\$	<input checked="" type="checkbox"/>	PERSONAL PROPERTY	\$ 10,000	<input type="checkbox"/>	BUSINESS INCOME	\$	<input type="checkbox"/>	EXTRA EXPENSE	\$	<input type="checkbox"/>	RENTAL VALUE	\$	<input type="checkbox"/>	BLANKET BUILDING	\$	<input type="checkbox"/>	BLANKET PERS PROP	\$	<input type="checkbox"/>	BLANKET BLDG & PP	\$	<input type="checkbox"/>		\$	<input type="checkbox"/>		\$	
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	CRIME					\$																														
	TYPE OF POLICY					\$																														
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$																														
						\$																														

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Philadelphia School District 440 N Broad 206 Philadelphia, PA 19013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2024

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No.): E-MAIL ADDRESS: @hiscox.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hiscox Insurance Company Inc NAIC # 10200
INSURED The Center for Black Educator Development 7901 Hidden Ln Elkins Park, PA 19027	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			██████████	09/23/2023	09/23/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		N / A			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 Philadelphia School District
 440 N Broad
 206
 Philadelphia, PA 19013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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4668-10232023-1

Exhibit "A"

***The Contractor's
Statement of Work***

The School District engages the Contractor to carry out the work set forth in this Contract on the terms, covenants and conditions set forth in this Contract (the "Work"). The Work consists generally of the Contractor's program leading to receipt of industry-recognized credentials under Pennsylvania Act 158 for School District students in grades 9 – 12 through Commonwealth-approved pre-apprenticeship programs, or career training opportunities, or both, and related services.

1. This Exhibit "A" consists of the following Parts:
 - a. Part 1, Engagement Particulars, including best-and-final offer, if any;
 - b. Part 2, the RFP (defined below); and
 - c. Part 3, the Contractor's Proposal submitted in response to the RFP (the 'Proposal');

each as redacted, attached below and hereby incorporated in this Exhibit "A".

2. In the event of any conflict or inconsistency between or among any of the Parts of this Exhibit "A", the following order of precedence shall apply: Part 2 shall control over Part 3, and Part 1 shall control over Parts 2 and 3.

Exhibit "A", Part 1

None. Please refer to Exhibit A, Part 2 and 3 below, for the scope of the Work.

Exhibit "A" Part 2

***School District
Request for Proposals
NG10265***

Act 158 Industry Recognized Credentials Services

(redacted)

The Request for Proposals (the "RFP") consists of:

1. The School District of Philadelphia Request for Proposals, Act 158 Industry Recognized Credentials Services, Competitive RFP Number: NG10265, issue date April 20, 2023; and
2. Addendum #1 to RFP NG10265;

each as redacted, attached to and incorporated in this Exhibit "A" Part 2 on the following pages

THE SCHOOL DISTRICT OF PHILADELPHIA

REQUEST FOR PROPOSALS

ACT 158 Industry Recognized Credentials Services

Competitive RFP Number: NG10265

Proposals Due No Later Than:

May 16, 2023 11AM EST

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 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:

Throne Cropper
Executive Director, Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street, Third Floor
Philadelphia, Pennsylvania 19130
215.400.████ (office)
215.400.4381 (facsimile)
www.philasd.org/purchasing

ISSUE DATE: April 20, 2023

REQUEST FOR PROPOSAL (RFP) NG10265

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INTRODUCTION

The School District of Philadelphia (the “School District”) issues this Request for Proposals No. NG 10265 (the “RFP”) to seek proposals (“Proposals”) from qualified suppliers to provide ACT 158 - Industry Recognized Credentials services to the School District.

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

The Department of Pathways to Graduation prepares and connects all students to quality and equitable experiences that allow them to gain the necessary skills, education, credentials, and activities needed to develop a competitive portfolio while working towards graduation pathways and postsecondary success.

The MWBE participation range for this solicitation is 10-15%. 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 School District of Philadelphia (SDP) seeks to offer students who are enrolled in non-CTE programs in High School (grades 9-12) an opportunity to gain industry recognized credentials through state-approved pre-apprenticeship programs, and/or career training opportunities (career awareness, preparation, and immersion).

Directly aligned to Pennsylvania’s Department of Education (PDE) implementation of the Graduation Pathways, the aforementioned requests will support students in pathways IV & V. Our ultimate goal is to have a menu of District approved credentials and professional training opportunities that align with industry standards and requirements available for students to earn while they are building the necessary middle skills (blend of education and technical training) and a competitive portfolio that they will have upon graduation.

A key component of this is to provide educators with ongoing support for administering aligned credentialing assessments and/or training space to administer the required training and assessment to measure competence in core content and performance standards in a specific set of work-related tasks. The work-related tasks and assessment must connect with workforce demands and must require some formal training.

We would use data and feedback collected to improve the student experience and outcomes. Timely and accurate assessment data also supports our accountability efforts, including monitoring our progress toward The Board of Educations’ ultimate goal of every student will graduate ready for college and careers.

Please see the list of Approved Non-CTE industry credentials below:

<https://docs.google.com/document/d/1tJsFQbXqSnDbY75-qqiike9eVI0rcQ6UywgDzbhkJnbc/edit?usp=sharing>

Term of Contract and Renewals

The School District anticipates that the definitive Contract or Contracts with one or more successful Proposers will run from August 1, 2023 until June 30, 2025 with two 1-year renewal options. The Parties

REQUEST FOR PROPOSAL (RFP) NG10265

will set forth conditions for payment the definitive Contract or Contracts. The School District reserves the right to extend Contracts on a year-to-year basis.

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 Pennsylvania Public School Code, 24 P.S. § 1-100 *et seq.*, 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, William R. Hite, Jr., Ed.D., serves as chief executive of the School District. As such, Dr. Hite 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: Agreement for Services and Standard Terms and Conditions** 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, and the Standard Terms and Conditions, as well as pertinent sections of this RFP and your Proposal.

REQUEST FOR PROPOSAL (RFP) NG10265

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

APPENDIX A: SCOPE OF SERVICES

SDP seeks organizations, companies, accredited colleges and universities, state-approved pre-apprenticeship programs, and/or career training facilities who offer formalized Career Development opportunities for High School Students. These comprise workshop series, training or formal education programs, intend to help students improve their workforce competencies, knowledge, and effectiveness and result in an industry-recognized credential in various fields including, but not limited to:

STEM, Healthcare, Education, Trade Unions, Information Technology, Urban Development, Logistics, Transportation, Hospitality, etc.

We are also interested in identifying organizations that provide additional support through on-going training, information sessions, and other professional development to educators who directly support student learning.

Tasks/Timeline

Details about SDP's requirements for each component and what information should be included for a complete proposal are in the sections below.

Career Awareness: Activities that expose students to the world of work via multiple opportunities to see how their passions and interests can connect to careers, while beginning to build workforce skills such as collaboration and critical thinking. **[High School]**

- **Career Development** – Workshop series, training or formal education intended to help students improve their workforce competencies, knowledge, and effectiveness.
 - **Duration: 1 to 5 days, and should be continuous.**

Career Preparation: Activities that provide students with hands-on exposure to industry and scaffolded opportunities for skill development. Youth learn about careers through working experiences and technical skill training, while practicing the steps to acquire a job, such as resume development or interview practice. These activities can be classroom, community- or site-based. **[High School]**

- **Work-based Learning (WBL)** - Includes any carefully monitored work experience or project-based learning at a worksite, during which a student has purposeful goals and reflects actively on what he/she is learning throughout the experience. Any work-based learning should include opportunities for youth to develop technical skills, while also getting a broad overview of the career area.
 - **Duration: 1 day to 6 weeks to a year or more.**
- **Industry Recognized Credential** -Industry-recognized credentials **measure competence in core content and performance standards in a specific set of work-related tasks.** The work-related tasks and assessment must connect with workforce demands.
 - **Duration: Course can last up to 8 weeks or more.**

Career Acquisition and Launch: Connects youth to next steps for career pathways via degree programs, apprenticeships, and other opportunities to earn and learn; as well as support for getting, retaining, and advancing in a job. **[High School + Postsecondary]**

- **Pre-Apprenticeship Pathways** - Formal, structured employment that is approved by the State and includes on-the-job learning, continued education, and mentoring, with career growth opportunities based on time or skill development.
 - **Duration: Course can last up-to 8 weeks or more (pipeline programs welcome)**

REQUEST FOR PROPOSAL (RFP) NG10265

- **Postsecondary Education** - Continued learning through a college, university, or advanced training program that leads to a credential such as a certificate, license, or degree to be eligible for higher skilled employment opportunities.
 - **Duration: varies depending on credential requirements.**

Supporting Activities: Help the District, City, and Employers collaborate on career specific tasks and education while helping students gain real-world experiences that help them make better informed decisions as it relates to future and in-demand careers and jobs. **[Middle School + High School + Postsecondary]**

All credentials and programs must be approved by either SDP, PDE, and/or State of Pennsylvania.

Where Will the Work Be Done?

The vendor should be able to provide this service either: virtually (instructor-led or self-paced), in-person during the school day or after school (at the school), or at an off-site training facility. Please note: if it is a virtual program it has to meet the requirements below in the technology section.

Success Defined

The number of non-CTE students who successfully complete an industry aligned and approved training program **and** earn one (or more) industry-recognized credential within a specified timeframe.

Targeted Population

The vendor should have the capacity to support the District in assessing a large and diverse student population including but not limited to our Alternative Education, English Language Learner, and Special Education students.

The District will use various assessment tools for its District-managed K-12 schools as well as Alternative Education schools to identify interested students and/or schools.

In addition, assessments should be appropriate for a diverse student population. Please describe how the product is appropriate for various subgroups, including how they were factored into item creation:

- Male
- Female
- White
- Black
- Latinx
- Asian
- Native American
- Multi-Ethnic
- Economically Disadvantaged
- Students with IEPs
- English Language Learners

To access data regarding SDP's student populations please visit the following link:

<https://schoolprofiles.philasd.org/>

English Learners

There are more than 21,000 English Learners across the district which is approximately 19% of our student population.

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More than 100+ languages are spoken by English Learners in the School District, and **51%** of our English Learners speak Spanish. **The 9** languages most commonly spoken by ELs are currently Spanish, Portuguese (i.e. Brazilian Portuguese), Chinese (Mandarin), Arabic, Russian, Uzbek, Vietnamese, Ukrainian, and Khmer.

If applicable, identify areas of deficiencies in the tool for English Language Learners which would need to be supplemented.

Special Education Students

Describe the accommodations the product offers for students with disabilities, which comprise about 18% of our total special education student population.

List the accessibility features included in the program or product to support students with disabilities, but not limited to assessments of students' interests, aptitudes, and abilities, while learning about various career pathways. WBLE should be designed to increase the likelihood of employment as they transition to adulthood, to help teach workplace readiness skills, support state initiatives such as State Performance Plan Indicators 13 & 14 and Workforce Innovation and Opportunity Act (WIOA).

Assessment Bias and Fairness

Provide evidence that the aligned assessments do not bias demographic groups referenced above (e.g., gender, ethnicity). Examples of evidence include but not limited to:

- Multi-group Confirmatory Factor Models
- Multiple-Indicators, Multiple Causes Model (MIMC)
- Differential Item functioning (DIF)

Deliverables (If applicable)

Data Reports

SDP requires the different levels of reporting listed below.

- Industry aligned reports, Annually
- District Level Reports, Annually
 - Student Growth Percentile Reports
 - Impact Reports
- Network/region level reports, Semi-annually
- School Level Reports, Quarterly
 - Teacher/Classroom Level Reports, Monthly
 - Student Level Reports, as requested

Vendor will work with SDP to deliver data in a format that meets the District's specific requirements, including technical specifications.

The vendor may be asked to provide raw data (e.g., Excel or PDF) extracts to the District for all students assessed. Data extracts should include test descriptives such as time/date stamps, length of time, etc., as well as student performance data and any associated scores or grouping.

The vendor should provide detailed information regarding automated, secure data transfer to the District's specifications. Should development be required, the vendor should provide detailed description of custom development required and timelines.

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

APPENDIX E: ANTI-DISCRIMINATION POLICY

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 the Anti-Discrimination Policy adopted by the School Reform Commission on November 14, 2007 (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 Woman-Owned firms ("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 in the Philadelphia Metropolitan Statistical Area. The range of participation for this RFP is:

MWBE Range: 10-15%

The School District may amend or adjust this range of participation. The School District will announce any change at the Pre-Proposal Conference, if any, see Appendix D, Section C., to this RFP, and will also post any change on the Procurement Services website.

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 Anti-Discrimination Policy and compliance requirements should be directed to the **Office of Small Business Development at (215) 400-██████**.

The School District's Anti-discrimination Policy 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 against any person in regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability; 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 periodic 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

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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 Plan 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 treated 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

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The Contractor shall maintain records relating to its MWBE commitments, *e.g.*, copies of subcontracts, joint venture agreement, correspondence, cancelled 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 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 Anti-Discrimination Policy shall be in writing to the:

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

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**THE SCHOOL DISTRICT OF PHILADELPHIA
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 Number:				Bid Submission Due Date:		
Contract Amount:				Contract Overall M/WBE Goal:		
<u>Diversity Business Certification(s):</u> <i>Check all that apply.</i> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable						
Authorized Representative Signature:						
Print Name:						
Title:				Date:		
Certifying Agency				Certification No.		

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II. Information in this section refers to the sub-contractors to be used throughout the entire performance of this contract (use Section II of this form multiple times for additional sub-contractors). Include copies of all applicable certification(s).

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:	
<u>Diversity Business Certification(s): Check all that apply.</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable			
<u>Diversity Business Certification to be used on this contract (select one):</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)			
Diversity Business Certifying Agency: _____			
Authorized Representative Signature:			
Print Name:			
Title:		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.

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III. Information in this section must be completed by the Prime Contractor/Vendor if the Prime Contractor/Vendor proposes no diversity enterprise commitment.

Bid, RFQ or RFP Number: _____

Best and Good Faith Efforts

The School District's Office of Procurement Services reviews the Prime Contractor's commitments to determine whether the Prime Contractor has made Best and Good Faith Efforts. If the Prime Contractor does not include a sufficient commitment to diverse enterprises in this Bid or RFP proposal, the Prime Contractor shall provide the reasons, and include supporting documentation as evidence. Acceptable supplemental documentation includes, but is not limited to:

1. Contact log and correspondence related to diverse contracting outreach;
2. Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
3. If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
4. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises;
5. Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Refer to M/WBE Contractor Good Faith Efforts Supplemental Form. Submit additional pages as needed.

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:	

IV. Key Instructions for completing this form.

1. This M/WBE Participation Plan Form must be submitted with bid response.
2. Use Section II of this form multiple times for each additional sub-contractor.
3. Include copies of all active and current diversity certification(s) for the Prime Contractor and Sub-Contractor, as applicable.
4. The M/WBE Participation Plan Form must be filled out in its entirety or it is void.
5. The Prime Contractor and all Sub-Contractors must sign and acknowledge the form or it is void.
6. The approximate amount or percentage that will be awarded to the Sub-Contractor is per the whole amount from the contract paid to the Prime Contractor.
7. The Prime Contractor must explain if the diversity goal percentage range may not be met in the space provided on (Page 3) and provide evidence of Good Faith Efforts to be reviewed by the Office of Procurement Services before next steps are given. Good Faith Efforts does not excuse meeting the diversity goals set forth.

REQUEST FOR PROPOSAL (RFP) NG10265**PRE-BID M/WBE CONTRACTOR GOOD FAITH EFFORTS SUPPLEMENTAL FORM**

RFP#: _____

Project Title/Description:

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

The Bidder or Prime Contractor has the burden to demonstrate "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 abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

Date Contacted	Certified Firm Name	Firm's Certification(s)	Firm's Contract Person	Method of Contact	Type of Work	Results of Contact (select a letter from 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.

- 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)

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) 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. Failure to submit this documentation with the proposal and/or evidence of Good Faith Efforts will result in rejection of the IFB.
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.

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Company Name: _____

Company Representative: _____

Signature: _____

Title: _____

Date: _____

Company's Compliance Officer:

Email Address of Company's Compliance Officer:

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

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Proposer's Confidential or Proprietary Information. The School District cannot guarantee the protection of any confidential or proprietary information provided by Proposer. The foregoing 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, 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, ___ Pa. Code ____; 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. _____ *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 A 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.

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8. "M/WBE" and "M/WBEs", as defined in Section VIII below, 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 Section VIII below, means the Anti-Discrimination Policy adopted by the SRC on November 14, 2007.
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. "Proposal 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 SRC, by contractual arrangements with the Intermediate Unit, provides staff to support the administrative and other functions of the Intermediate Unit.
17. "Solicitation" has the meaning specified in Appendix E above.
20. For other defined terms, please refer to Section 23 of the Standard Terms and Conditions, part of Appendix A 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

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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).

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

APPENDIX H: SIGNATURE PAGE

DATE: _____

RFP NO.: NG10265

RFP FOR: ACT 158 Industry Recognized Credentials Services

PROPOSAL DUE DATE, TIME: May 16, 2023 11:00 AM EST

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: Pascal Marcellus
E-mail: [REDACTED]@philasd.org

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, union membership, disabled or Vietnam era veteran status, or limited English proficiency 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.**

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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:
_____.

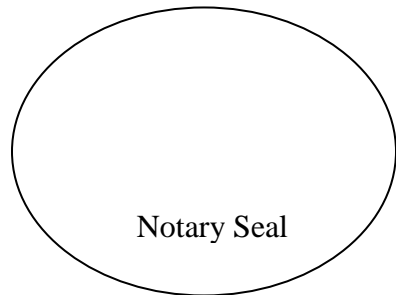
I state that _____ **[Name of firm]** understands and acknowledges that the above representations are material, and will be relied on by The School District of Philadelphia in awarding the contract or contracts for which we have submitted our Proposal. I understand and my firm understands that any misstatements 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**

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

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.

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

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 \$15,000 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 or 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 ProvisionsRFPS, 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://secure.phila.gov/revenue/taxcompliance/>), 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-██████), 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

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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.

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- 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

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

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

Appendix O

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.

1. 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).

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- 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.

2. Delivery Model

2.1. 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.

REQUEST FOR PROPOSAL (RFP) NG10265**2.2. 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.)

3. Data Protocols**3.1. 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

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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.

3.2. 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.

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/>.

3.3. 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.

4. Application Integration

4.1. Overview

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.

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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 two student-facing Learning Management Systems - Google Classroom and Canvas. When appropriate, integration with these systems 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.

4.2. 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 Mac OS X (v10.10 and newer), Microsoft Windows (v7 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 an antivirus solution licensed from Fortinet.
- ✓ Vendors must provide a complete listing of any required web browser plug-ins or supplemental client software (e.g. Flash, Shockwave, QuickTime, Adobe Reader, etc.) as well as minimal supported version numbers.

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- ✓ 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.

IMPORTANT NOTE: As of December 2020, Adobe Software has formally retired the Adobe Flash architecture. Many operating system and browser platforms have announced pending termination of support for Adobe Flash, and some have already begun disabling Flash support in their default configurations. Due to support concerns, the School District will likely disqualify any technology solution that is dependent upon the web-based Adobe Flash framework.

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:

- Oracle Database
- MySQL Database
- Java Programming Logic
- JSP Pages (Presentation Layer)
- Apache/Tomcat Application Server
- Unix/Linux-based Operating Systems

4.3. Google Workspace for Education (formerly, “G-Suite for Education”)

The District has implemented a G-Suite 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 <http://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.

4.4. 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

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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, or additionally/alternatively, whether the proposed solution is capable of authenticating directly to the District’s enterprise directory service (i.e. LDAP) in some manner. Vendors should provide additional information, use cases, and/or references for successful implementations of open-source Identity Federation with other customers (if applicable).

4.5. [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.

4.6. [E-mail & Calendaring Services](#)

The School District provides e-mail, scheduling and collaboration services to all employees and students using either the Enterprise Edition of Zimbra Collaboration Suite v8.8, or Google Workspace (formerly, “G-Suite for Education”). 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.

4.7. **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 7.0 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.

4.8. **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)

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- Plain White PVC with Gloss Finish with Magnetic Stripe (Back Packaging)
- Sequential Matching Internal/External (Inkjetted) Card Numbering

4.9. 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

5. Support and Service Level Agreements**5.1. 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.

5.2. 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.

5.3. 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

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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.

5.4. 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.

5.5. 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.

6. Miscellaneous

6.1. 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).

6.2. 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.

6.3. Implementation, Deployment and Transition Requirements

- Transition Plan – Vendor should describe plans for transitioning current data, user accounts, etc., into the proposed solution (if applicable).

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- 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.



THE SCHOOL DISTRICT OF PHILADELPHIA

THE SCHOOL DISTRICT OF PHILADELPHIA EDUCATION CENTER OFFICE OF PROCUREMENT SERVICES

440 N. BROAD STREET, THIRD FLOOR
PHILADELPHIA, PENNSYLVANIA 19130

TELEPHONE (215) 400-4380
FAX (215) 400-4381

ADDENDUM #1

PROPOSAL NUMBER: NG10265

PROPOSAL NAME: ACT 158 Industry Recognized Credentials Services

PROPOSAL OPENING DATE: 05/25/2023 11AM EST

TO ALL POTENTIAL RESPONDERS:

You are receiving this addendum because you recently downloaded a copy of NG10265 ACT 158 Industry Recognized Credentials Services, from the School District of Philadelphia's Procurement website. The purpose of this addendum is to provide updated Bid Opening/Due Date.

Please review the following updates to the schedule of events below.

Bid Opening/Proposal Due Date 05/25/2023

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Thank you,

Throne Cropper
Executive Director, Office of Procurement Services

Please sign, date and return this Addendum with your response, as it now becomes a part of the Proposal.

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

Exhibit "A" Part 3

*The Contractor's
Proposal*

(redacted)

Following pages.



PROPOSAL FORMAT

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Section 1: Proposer Organization and Signature

PROPOSER: Center for Black Educator Development

MAILING ADDRESS: Center for Black Educator Development
PO BOX 7439
Philadelphia, PA 19101

TELEPHONE NUMBER: (267) 854-██████

A. OWNERSHIP HISTORY/EXPERIENCE:

The Center for Black Educator Development (the Center) was launched in May 2019 by veteran educator and former U.S. Department of Education Principal Ambassador Sharif El-Mekki. The Center's goal is to lift up low-income Black scholars by substantially increasing the number of Black teachers at the front of their classrooms. In Philadelphia, where the Center is headquartered, the student body is over 50% Black, but only 24% of the teachers are Black, and just 4% are Black men.

The organization is a registered c3. We partner with states, districts, and CMOs to implement a comprehensive Black Teacher Pipeline (BTP) program to recruit talented Black high school students to advance social and racial justice by pursuing a career in

education and support their twelve year journey of four years in high school, four years in college and the first four years of teaching.

Our programs are currently being offered in Philadelphia, Camden (NJ), Detroit, and Memphis. Each phase of our pipeline serves an intentional purpose. In the first four years, we focus on inspiring high students and providing them with the foundational knowledge, skills, and clinical experiences of teaching. Next, we support qualified students to and through the completion of an education degree or certificate. Finally, we support job placement and provide multifaceted support during the first four years of teaching. The Center's programming ensures aspiring Black teachers experience opportunities to pursue a career in education that are highly effective, sustainable, predictable, and anti-racist.

B. PROPOSER CONTACT INFORMATION

Name: Jahdiya Semper
Title: Director of Operations
Phone: (267) 854-
Email: @thecenterblacked.org
EIN
DUNS No:

Section 2: Experience of the Proposer

The Center has a longstanding leadership role within the Philadelphia community. Our founder and CEO, Sharif El-Mekki, has spent his career working in Philadelphia schools and founded the Center to provide opportunities for Black children and Black youth in Philadelphia to pursue careers in education. We currently offer Black Teacher Pipeline programs at 5 school sites in the greater Philadelphia area. These include:

- Frederick Douglas Elementary - Summer Freedom Schools Literacy Academy
- Harrity Elementary - Afterschool Freedom Schools Literacy Academy
- Mastery Prep Elementary - Summer Freedom Schools Literacy Academy
- Tanner Duckrey Elementary - Summer Schools Literacy Academy
- Science Leadership Academy at Beeber - Teaching Academy

Additionally, we have contracted with SDP in several capacities. Most recently, SDP solicited our services in February 2023 to run a Culturally Responsive School Leadership Academy with school leaders and district office staff. We provided this cohort of leaders with in-person workshops focused on strengthening and developing collaboration with families through a culturally responsive and proficient lens. We will also be leading a workshop at the end of May 2023 with SDP's cohort of aspiring leaders around the same topic related to mindsets and

collaboration with families. This cohort will include 30 people and participants from Temple University and the University of Pennsylvania.

We partner with TFA - Philadelphia. We have provided contracted workshops for first year core members to reflect on their teaching experiences and have worked directly with second year teachers to support career-path design, change management, growth and educational leadership and impact. We have also contracted with Neubauer Fellowship to provide workshops that support their school leader fellows to strengthen mindsets and practices pertaining to anti-racism, anti-bias and equity driven leadership.

Finally, we are currently engaged with Drexel University to support Drexel's School of Education in creating a mentorship program. We are assisting in building a detailed scope and sequence outlining the various culturally proficient and sustainable competencies to create specific training for their mentors. We will be providing ongoing support in helping the mentors create and implement development plans for their respective mentees, based on the culturally proficient and sustainable competencies from the training. This will ensure the following: (a) mentors support and develop their mentees through a culturally proficient lens and (b) mentees are ongoingly developing and implementing culturally proficient mindsets and practices with students, families and colleagues.

Section 3: Capacity & Staff Plan

Our Black Teacher Pipeline apprenticeship model is a school-based model. Programming occurs in partnership with high schools and elementary schools. High schools offer our Teacher Academy elective course for high school students to introduce them to the teaching profession through a social justice lens. Once students have completed two years of the coursework in 9th and 10th grade, they then begin clinical practice as literacy instructors for rising 1st through 3rd graders. Programming would launch at one high school site as an elective course with one facilitator or lead teacher.

To launch the course, we would need support from the school leader and one lead teacher or facilitator who would instruct one course for a maximum of 30 students. The school district can choose to utilize one of the Center's facilitators or choose a teacher to serve as the Teaching Academy instructor. We recommend that teachers selected for this position are highly effective, passionate about teaching for educational justice and have availability in their schedule to dedicate time to developing deep relationships with students.

To stand up the program, train staff, and launch the course the Center would provide central staff to support the program launch including:

- Managing Director of Instructional Programming - Manages and oversees the entire Teaching Academy program launch and Center staff who implement Teaching Academy.
- Director of Instructional Programming - Oversees regional operations and supports with instruction and curriculum implementation.

- Content Developer - Iterates, updates and builds out Teaching Academy curriculum and resources.
- Assistant Director of Instruction - Supports the Director of Instructional Programming.
- Regional Director - Manages the Regional Manager and supports logistics and site implementation.
- Regional Manager - Manages the facilitator of the Teaching Academy program and serves as the on-the-ground liaison between the facilitator and Center staff.
- Facilitator* - Implements and serves as the main instructor of Teaching Academy unless the district determines they would like to select their own lead teacher for the elective course.

Our seven staff will support the selected high school site to stand up a Teaching Academy. Central office staff oversee general operations while the regional staff engage at a deeper level with the school around program implementation, logistics and rollout, including PD for facilitators/lead teachers on our Teaching Academy LeCount-Catto curriculum coursework, literacy training for high school apprentices during clinical practice and support with program logistics.

Infrastructure and equipment needed to implement our Teaching Academy include basic classroom technologies, such as a projector, computer and wifi. As an elective course, the program is offered in the lead teacher's classroom. Our programming does not require additional infrastructure or equipment beyond what is in the classroom. If a need arises and the lead teacher or any of the students in Teaching Academy necessitate additional technology, we are able to lend iPads or Chrome books for staff or apprentices enrolled in the program.

Section 4: Plan of Work

Planning

The Center's Teaching Academy Apprenticeship is designed to attract, cultivate, and support future education professionals who are dedicated to intellectual development, committed to social change, civically aware, and conscious of their role as servant leaders. Teaching Academy provides high school students or Junior Servant Leaders with an intellectually rigorous, collaborative environment designed to foster a love for acquiring and sharing knowledge, opportunities for personal and professional character development, and a strong foundation for pursuing long-term careers in education.

Our mentorship model provides high school apprentices with targeted instructional coaching and professional development designed to prepare them to serve as teaching assistants and instructors in mentor classrooms. The entry point to this apprenticeship is through our Teaching Academy program and we partner with high schools to offer Teaching Academy as an elective credit. Once students complete two-years of coursework they are eligible for a clinical apprenticeship to teach rising 1st through 3rd grade students.

The Teaching Academy apprenticeship is a four full-years of programming and grounded in instruction and practice. Per Act 158, the apprenticeship would support the School District of Philadelphia's new requirements to graduate ready for success in college, career and life, by offering a terminal CTE course for 4 years totalling 4 credits toward the 23.5 needed to graduate and programming that requires students to complete a multidisciplinary project.

Current programming at the Center includes apprentices participating in afterschool and summer FSLA programming to receive credit hours. We can maintain this type of programming for SDP high school students, but in order to move toward a fully recognized CTE program would require more vocational training opportunities during the school day. This would require a partnership with SDP and an agreement to partner with elementary schools to ensure students are able to be released during the school day to earn clinical teaching credit hours toward a CTE Concentrator diploma. The Center would launch this Black Teacher Pipeline (BTP) Teaching Credential in four phases:

- Phase I** Partner with a high school to launch Teaching Academy.
- Phase II** Partner with an elementary school for students who take BTP coursework to have a site for a supervised clinical teaching experience.
- Phase III** Implement a half-year apprenticeship experience for high school students who have taken two years of BTP coursework to be released to the partner elementary school for a semester-long supervised teaching apprenticeship.
- Phase IV** Implement year two of the second semester-long supervised teaching apprenticeship for high school students during the school day at the partner elementary school.

The Center's plan to perform this work includes working with SDP to identify one partner high school and one elementary school to launch the Black Teacher Pipeline (BTP) Teaching Credential. To determine the school sites who will be successful implementation partners, the Center has developed a short readiness criteria including:

- School leaders/sites who create "buy-in" for programming amongst staff and students.
- School leaders/sites who will partner with Center staff on appropriate program support and ongoing training and coaching for program staff/facilitators.
- School leaders/sites who will partner with Center staff on advertising and recruiting students.
- School sites that maintain a pipeline of predominantly Black students.
- School sites that need to increase the early literacy rates of Black students.

Once BTP coursework is launched at the high school, the Center will then work with SDP to determine the best elementary school site for Teaching Academy high school students to have

clinical teaching as experiences with rising 1st through 3rd graders. High school students would need to have completed two years of BTP coursework before qualifying for this apprenticeship. Additionally, it is preferred that the partner elementary school is in close proximity to the high school to ensure that students are able to easily travel during the school day to their placement, but this is not a requirement of the program.

Implementation

Our implementation timeline is a four-year engagement to ensure that our proof of concept is successful and strong partnerships are developed in the first two years of programming. Teaching Academy utilizes our proprietary Le Count - Catto Curriculum (LCC). This coursework is designed to develop student’s understanding of liberatory education, and build their capacity as future educators and advocates for educational justice. In years one and two, students focus on education activism and social emotional wellbeing. Lessons are designed to ground students in the history and traditions of education related organizing and institution building for people of African descent, while developing foundational skills that will help sustain the practitioner engaged in community facing work. In years three and four, students engage in a Teaching Apprenticeship, first with a semester as shapers of curriculum and instruction followed by a second semester of practice as a teaching assistant, and then as a full-year teaching apprentice. **Our implementation timeline for a full-CTE program and release time for juniors and seniors would include the following:**

	Curriculum/ Clinical Experience	Staff	Graduation Requirement Credits
Year 1 9th grade Teacher Academy	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration: 2 days/week</p> <p>Total Hours: 80 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>SDP: One SDP high school teacher to teach one section of Teaching Academy elective course</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Pathway 3: Career & Technical Education Concentrator</p> <p>1 credit terminal CTE course</p>

<p>Year 2 10th grade</p> <hr/> <p>Teacher Academy</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration: 3 days/week</p> <p>Total Hours: 108 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>SDP: One SDP high school teacher to teach two sections of Teaching Academy elective course</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Pathway 3: Career & Technical Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Year 3 11th grade</p> <hr/> <p>Teacher Academy + Apprenticeship</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration: Semester One: 54 hours/coursework</p> <p>Semester Two: 54 hours/coursework 36 hours/apprenticeship</p> <p>Total Hours: 144 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>SDP: One SDP high school teacher to teach two full-year sections of Teaching Academy elective course and support supervision of one section of apprentices</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Pathway 3: Career & Technical Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Year 4 12 grade</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration:</p>	<p>SDP: One SDP high school teacher to teach two</p>	<p>Pathway 3: Career & Technical</p>

<p>Teacher Academy + Apprenticeship</p>	<p>Semester One: 54 hours/coursework</p> <p>Semester Two: 54 hours/coursework 36 hours/apprenticeship</p> <p>Total Hours: 144 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>full-year sections of Teaching Academy elective course and support supervision of two sections of apprentices</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Totals</p>			<p>4 years 4 credits 476 hours</p>

Section 5: Evaluation & Reporting

Phase I Partner with a high school to launch Teaching Academy.

Evaluation reporting will consist of reporting on the following milestones: recruiting a high school; selecting a Teaching Academy facilitator; enrolling high school students; training and coaching the facilitator; observing the facilitator; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in attending higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation, and evaluation of semester projects.

Phase II Partner with an elementary school for students who take BTP coursework to have a site for a supervised clinical teaching experience.

Evaluation reporting will consist of reporting on the following milestones: recruiting an elementary school; enrolling high school students; continued training and coaching of the facilitator/lead teacher; observing the facilitator/lead teacher; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation, and evaluation of semester projects.

Phase III Implement a half-year apprenticeship experience for high school students who have taken two years of BTP coursework to be released to the partner elementary school for a semester-long supervised teaching apprenticeship.

Evaluation reporting will consist of reporting on the following milestones: enrolling high school students; establishing the schedule for the clinical teaching experience; supervision and observation of the teaching apprentices; pre and post measurement of literacy skills and positive racial identity in the elementary students served by the teaching apprentices; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation; and measurement of growth in teaching skills through observations and teaching portfolio.

Phase IV Implement year two of the second semester-long supervised teaching apprenticeship for high school students during the school day at the partner elementary school.

Evaluation reporting will consist of reporting on the following milestones: enrolling high school students; establishing the schedule for the clinical teaching experience; supervision and observation of the teaching apprentices; pre and post measurement of literacy skills and positive racial identity in the elementary students served by the teaching apprentices; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation; and measurement of growth in teaching skills through observations and teaching portfolio.

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

APPENDIX H: SIGNATURE PAGE

DATE: <DATE>
RFP NO.: NG10265
RFP FOR: Act 158: Industry Recognized Credentials Services
PROPOSAL DUE DATE, TIME: May 25, 2023, 11:00 AM

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: Nicole Duckett
E-mail.: [REDACTED]@thecenterblacked.org

COMPANY NAME: Center for Black Educator Development

AUTHORIZED SIGNATURE: *Nicole Duckett*
Nicole Duckett (May 22, 2023 08:25 EDT)

NAME: Nicole Duckett TITLE: Chief Operating Officer

ADDRESS: PO BOX 7439
Philadelphia, PA 19101-7439

TELEPHONE: 267-854-[REDACTED]

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, union membership, disabled or Vietnam era veteran status, or limited English proficiency 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.

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett

Nicole Duckett (May 19, 2023 08:44 EDT)

_____(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 Pennsylvania

Contract//RFP No: _____

County of Philadelphia

I am Nicole Duckett, COO of

The Center for Black Ed. Development [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) The Center for Black Educator Development (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 The Center for Black Educator Development [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.

[Handwritten Signature]

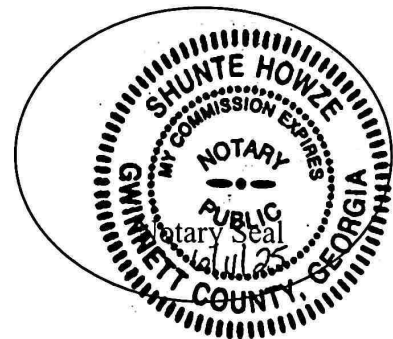
{Contractor signature}

Nicole Duckett, COO

{Name and Company Position}

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY
OF May, 20023

Notary Signature: [Handwritten 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.

ND
ND _____ **YES**

_____ **NO**

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett
Nicole Duckett (May 22, 2023 08:26 EDT) _____ (Seal)
(Signature of Authorized Representative)

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.

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett

Nicole Duckett (May 19, 2023 08:43 EDT)

(Signature of Owner or Partner)

(Seal)

Page(s) intentionally omitted.

Omitted pages excluded from the Contract.

Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan


See attached.

(Remainder of page intentionally blank. (M/WBE) Participation Plan begins on next page.)

**THE SCHOOL DISTRICT OF PHILADELPHIA
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:	Center for Black Educator Development		Federal Tax ID:	[REDACTED]	
Address:	PO Box 7439		Phone Number:	267-854 [REDACTED]	
City:	Philadelphia	State:	PA	Zip Code:	19101-7439
DBA (if applicable):			Fax Number:		
Primary Contact Person:	Nicole Duckett		Primary Contact Email:	[REDACTED]@thecenterblackened.org	
Compliance Contact:	Jahdiya Semper		Compliance Contact Email:	[REDACTED]@thecenterblackened.org	
Bid Number:	NG10265		Bid Submission Due Date:	5/25/23	
Contract Amount:	\$200,000		Contract Overall M/WBE Goal:		
<u>Diversity Business Certification(s): Check all that apply.</u> <input checked="" type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable					
Authorized Representative Signature:	 <small>Nicole Duckett 04/23/23, 10:28:11 PM EDT</small>				
Print Name:	Nicole Duckett				
Title:	Chief Operating Officer		Date:	5/22/2023	
Certifying Agency			Certification No.		

II. Information in this section refers to the sub-contractors to be used throughout the entire performance of this contract (use Section II of this form multiple times for additional sub-contractors). Include copies of all applicable certification(s).

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:		
<p><u>Diversity Business Certification(s): Check all that apply.</u></p> <p><input type="checkbox"/> Minority-Owned Business Enterprise (MBE)</p> <p><input type="checkbox"/> Woman-Owned Business Enterprise (WBE)</p> <p><input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)</p> <p><input type="checkbox"/> Small Business Enterprise (SBE)</p> <p><input type="checkbox"/> Disabled Owned Business Enterprise (DSBE)</p> <p><input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE)</p> <p><input type="checkbox"/> LGBT Business Enterprise (LGBTBE)</p> <p><input type="checkbox"/> None – not applicable</p>						
<p><u>Diversity Business Certification to be used on this contract (select one):</u></p> <p><input type="checkbox"/> Minority-Owned Business Enterprise (MBE)</p> <p><input type="checkbox"/> Woman-Owned Business Enterprise (WBE)</p> <p><input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)</p>						
Diversity Business Certifying Agency: _____						
Authorized Representative Signature:						
Print Name:						
Title:				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. Information in this section must be completed by the Prime Contractor/Vendor if the Prime Contractor/Vendor proposes no diversity enterprise commitment.

Bid, RFQ or RFP Number: NG10265

Best and Good Faith Efforts

The School District's Office of Procurement Services reviews the Prime Contractor's commitments to determine whether the Prime Contractor has made Best and Good Faith Efforts. If the Prime Contractor does not include a sufficient commitment to diverse enterprises in this Bid or RFP proposal, the Prime Contractor shall provide the reasons, and include supporting documentation as evidence. Acceptable supplemental documentation includes, but is not limited to:

1. Contact log and correspondence related to diverse contracting outreach;
2. Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
3. If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
4. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises;
5. Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Refer to M/WBE Contractor Good Faith Efforts Supplemental Form. Submit additional pages as needed.

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:	<u>Nicole Duckett</u> <small>Authorized Signatory: Nicole Duckett, 5/22/23</small>		
Print Name:	Nicole Duckett		
Title:	Chief Operating Officer	Date:	5/22/23

IV. Key Instructions for completing this form.

- 1. This M/WBE Participation Plan Form must be submitted with bid response.**
- 2. Use Section II of this form multiple times for each additional sub-contractor.**
- 3. Include copies of all active and current diversity certification(s) for the Prime Contractor and Sub-Contractor, as applicable.**
- 4. The M/WBE Participation Plan Form must be filled out in its entirety or it is void.**
- 5. The Prime Contractor and all Sub-Contractors must sign and acknowledge the form or it is void.**
- 6. The approximate amount or percentage that will be awarded to the Sub-Contractor is per the whole amount from the contract paid to the Prime Contractor.**
- 7. The Prime Contractor must explain if the diversity goal percentage range may not be met in the space provided on (Page 3) and provide evidence of Good Faith Efforts to be reviewed by the Office of Procurement Services before next steps are given. Good Faith Efforts does not excuse meeting the diversity goals set forth.**

Federal Award Number: [REDACTED]
Federal Award Date: 7/1/2023
Federal Award Agency: US Department of Education
CFDA Number and Title: 84.048A Vocational Education –
Basic Grants to States
Vendor Number: [REDACTED]

CARL D. PERKINS CAREER AND TECHNICAL EDUCATION GRANT AGREEMENT

This grant agreement (“Grant Agreement”) is made at Harrisburg, County of Dauphin, Commonwealth of Pennsylvania, by the Pennsylvania Department of Education, hereinafter called the Department, and Philadelphia City SD located at 440 North Broad Street, Philadelphia, PA 19130, hereinafter called the Grantee.

WHEREAS, the Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and

WHEREAS, the Department has been appropriated funds by the General Assembly for the specific grant program covered by this Grant Agreement, which is Carl D. Perkins Career and Technical Education Improvement Act of 2006, 20 U.S.C. Section 2301 et. seq.

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. Pursuant to this Grant Agreement, Grantee will receive funds in the amount of _____ . The grant shall be used to defray program costs incurred from July 1, 2023 to June 30, 2024. The Grant Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on June 30, 2024, unless terminated earlier in accordance with the terms hereof. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in Appendix B. This Grant Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Grant Agreement:

- Appendix A – Special Program Terms
- Appendix B – Grantee’s Program Narrative and Budget
- Appendix C – Payment Terms, Responsibilities and Contact Information
- Appendix E - Addendum to PDE Master Standard Terms and Conditions

T.B.W.

2. Grantee also specifically acknowledges having reviewed a copy of the following document(s), which are available at the Internet address given below and which are incorporated by reference into and made a part of this Grant Agreement as if fully set forth herein.
 - a. PDE Master Standard Terms and Conditions - www.education.pa.gov/mstc

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

FOR THE GRANTEE

E-SIGNED by Tony B. Watlington

Signature: on 2023-06-28 15:55:00 GMT Date: 06/23/2023

Title: Superintendent

Signature: _____ Date: _____

Title: _____

Approved as to form:

E-SIGNED by Ryan Silverman

on 2023-06-23 17:24:57 GMT

Associate General Counsel
The School District of Philadelphia

Federal Award Number: [REDACTED]
Federal Award Date: 7/1/2023
Federal Award Agency: US Department of Education
CFDA Number and Title: 84.048A Vocational Education –
Basic Grants to States
Vendor Number: [REDACTED]

FOR THE COMMONWEALTH

For the Secretary of Education: Judd Pittman - Electronic Signature Date: 12/11/2023
Title: Director

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel: Patrick Lord - Electronic Signature Date: 12/12/2023
Department of Education
Office of General Counsel: _____ Date: _____
Office of Attorney General: _____ Date: _____

Form Approval No. 6-FA-8.0

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds in the amount of

Comptroller: Matthew Eng - Electronic Signature Date: 1/31/2024

Vendor Name: Philadelphia City SD

Address: 440 North Broad Street, Philadelphia, PA 19130

Fed ID #: [REDACTED]

Vendor #: [REDACTED]

Total amount of Federal funds obligated to grant recipient: \$ _____

If this is for research and development, please check here: _____

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
Perkins Secondary Local Application (380)	Federal	380-24-0064	84.048A		

Grant Recipient agrees to comply with the following terms and conditions.

1. Funds made available under this contract for career and technical education activities shall supplement, and not supplant, non-federal funds expended to carry out career and technical education activities and tech-prep activities.
2. As applicable, Grant Recipient assures that it will comply with the requirements of 20 U.S.C. §1232e(b)(5), (7), and (8) regarding opportunities for participation in program planning, projects involving construction, and procedures for dissemination of research and adoption of promising educational practices.
3. The development and execution of the program outlined in this agreement and subsequent reimbursement for such program by the Department will be in accordance with this agreement's provisions as finally approved by the Department and shall comply with all applicable provisions of federal, state and local laws, the official regulations pertaining thereto, program guides issued by the United States Department of Education and guidelines and instructions issued by the Department.
4. Assure that career and technical education funds provided in this Act are not used to purchase equipment (including computer software) that results in direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such organization.

If this agreement is for a local plan funded under Title I, Part C of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, the following conditions also apply:

Grant Recipient shall use funds provided under this agreement to support career and technical education programs that:

1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical programs of students described in section 122(c)(1)(A), to ensure learning in—
 - a. the core academic subjects (as defined in section 9101 of the Elementary and Secondary Education Act of 1965); and
 - b. career and technical education subjects;
2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than one (1) career and technical program of study described in section 122(c)(1)(A);
3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;
4. develop, improve, or expand the use of technology in career and technical education, which may include—
 - a. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning;
 - b. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or
 - c. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students;

5. provide professional development programs that are consistent with section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—
 - a. in-service and preservice training on—
 - i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;
 - ii. effective teaching skills based on research that includes promising practices;
 - iii. effective practices to improve parental and community involvement; and
 - iv. effective use of scientifically based research and data to improve instruction;
 - b. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;
 - c. internship programs that provide relevant business experience; and
 - d. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;
6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;
7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;
8. provide services and activities that are of sufficient size, scope, and quality to be effective; and
9. provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

Payment Terms, Responsibilities and Contact Information

1. **PROJECT OFFICER:** The person designated to act for the Commonwealth in managing this contract is:

James Kling
[REDACTED]@pa.gov
717-736-[REDACTED]

2. **TERMS OF PAYMENT:**

- a. All grants are placed on a system of scheduled payments to provide operating funds during the period of the Agreement. Monthly payments are determined by dividing the approved amount by the number of months during the term of the Agreement. Payments will be initiated by the Comptroller's Office after arrival of each fully executed Agreement.
- b. Any funds provided under this Agreement for vocational-technical equipment updates shall be paid to the Grant Recipient in one lump sum, upon final execution of this Agreement.
- c. The Grantee agrees to implement a cash management system which will ensure that only the minimum amount of cash required to effectively operate the program is requested and/or kept on hand. Failure to implement and maintain such a system can result in the Grantee being suspended until an adequate cash management system has been implemented.
- d. During the life of this Agreement, unless otherwise provided in Program Guidelines, the Grantee agrees to submit the following financial reports to the Comptroller's Office or the Department:
 1. Reconciliation of Cash on Hand Quarterly Report PDE Form No. 2030, and
 2. Final Expenditure Report.
- e. The Grantee will conform to all policies and guidelines cited in the Grantor's individual program Policies and Procedures and/or instructions associated with the Reconciliation of Cash on Hand Quarterly Report, and Final Expenditure Report concerning the financial reports described in Paragraph 2(c), above.
- f. The Commonwealth reserves the right to disapprove any expenditures by the Grantee which are not in accordance with this Agreement.

3. **FUNDING LEVEL:**

- a. **THE TOTAL COST TO THE COMMONWEALTH UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

- b. **Funding Increase** - If the Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 4 ("Funding Adjustments").
- c. **Funding Decrease** - The Commonwealth reserves the right, at its sole discretion, to reduce the total cost of this Agreement when:

1. During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; **or**
2. The Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Commonwealth after Execution of this Agreement hereunder; **or**
3. The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 4 (“Funding Adjustments”).

- d. **Unexpended Funds** - The Grantee understands and agrees that unexpended funds which are subject to the Tydings Amendment (20 U.S.C. §1225) may be carried over into the school year following the term of this Agreement. Regarding funds that are not subject to Tydings and which remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the project’s ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.
- e. **Withholding of Funding** - Without limitation of any other remedies to which it is entitled hereunder or at law, the Commonwealth shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, for any of the following reasons, without limitation:
 1. failure of Grantee to fulfill in a timely and proper manner its obligations hereunder;
 2. violation of laws, regulations or polices applicable to the grant or to the implementation of the project funded under this Grant Agreement; and
 3. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Grant Agreement.

4. **FUNDING ADJUSTMENTS:**

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase -**

1. The Commonwealth shall notify the Grantee in writing of any funding increases under this Agreement.
2. Upon receipt of this notice the Grantee shall revise and submit to the Commonwealth a revised Program Summary Budget and if necessary, any revised pages of the Narrative which shall reflect the increase of funds.
3. Funding increases will take effect upon Commonwealth’s receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease -**

1. The Commonwealth shall notify the Grantee in writing of any funding decreases.
2. Funding decreases will be effective upon receipt by the Grantee of the Commonwealth's funding decrease notice.
3. Funding decrease notices shall be incorporated in and made part of this Agreement.

c. Transfer of Funds Among Cost Categories and/or Object Codes -

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

1. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
 1. Construction Workplace Misclassification Act
 2. Employment of Minors Child Labor Act
 3. Minimum Wage Act
 4. Prevailing Wage Act
 5. Equal Pay Law
 6. Employer to Pay Employment Medical Examination Fee Act
 7. Seasonal Farm Labor Act
 8. Wage Payment and Collection Law
 9. Industrial Homework Law
 10. Construction Industry Employee Verification Act
 11. Act 102: Prohibition on Excessive Overtime in Healthcare
 12. Apprenticeship and Training Act
 13. Inspection of Employment Records Law
2. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

FOR THE GRANTEE

E-SIGNED by Tony B. Watlington
Signature: on 2023-06-28 15:55:06 GMT Date: 06/23/2023
Title: Superintendent

Name (Printed): Tony B. Watlington, Sr., Ed.D.

Contractor/Grantee Name (Printed): Philadelphia City SD

OGC Contract No. 277FY23, BOE Action Item 1 (May 25, 2023)
Federal ID: [REDACTED]
Federal Award Number: [REDACTED]
Federal Award Date: 07/01/2023
Federal Award Agency: US Department of Education
CFDA Number and Title: 84.048A Vocational Education –
Basic Grants to States

Project #: 380-24-0064
Agency: Philadelphia City SD
AUN: [REDACTED]
Vendor Number: [REDACTED]
Appendix E

Addendum to PDE Master Standard Terms and Conditions

*The School District of Philadelphia
Special Terms and Conditions*

1. *Governmental, Official and Other Immunities.* Any other provision of this Carl D. Perkins Career and Technical Education Grant Agreement (“Agreement”) to the contrary notwithstanding, including but not limited to the provisions of the PDE Master Standard Terms and Conditions at www.education.pa.gov.us/mstc (the “PDE Terms”), Sections 6, and 22.b., the School District of Philadelphia (the “School District”), its officers, employees and agents and the members of the Board of Education retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), including under 42 Pa.C.S.A. §§ 8501 and 8541 et. seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents and the members of the Board of Education any other defenses or immunities available to it or any of them.

2. *School District Self-Insurance.* The provisions of the PDE Terms, Section 16, to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District may self-insure, and does self-insure, for the insurance risks and coverages otherwise required under this Agreement. The School District has the right to discontinue its self-insurance programs in its discretion, provided that if the School District elects to place one or more of the coverages otherwise required under this Agreement with an insurance carrier, then, unless otherwise approved by the Commonwealth in writing, the School District shall, at its sole cost and expense, procure and maintain in full force and effect, insurance coverage covering the performance of the services and replace such coverage or coverages, in compliance with the types and minimum limits of insurance specified in the Agreement.

3. *Confidentiality and Privacy Rights.* Any other term, covenant or condition of the Agreement to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District remains subject to certain applicable laws providing privacy and confidentiality rights to third parties, including students attending School District schools, and their parents. The School District shall not have an obligation to make information available to the Commonwealth under this Agreement in violation of any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as to any records and information, in whatever form or format received, pertaining to individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of early intervention, special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity or disability. Further, with regard to any reports, studies or other works developed in the course of this Agreement, or as a result thereof, the Commonwealth 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, the parent or guardian thereof.

This Addendum, when attached to any Grant Agreement between the Pennsylvania Department of Education and the School District, is incorporated in and made a part of said Grant Agreement.

Federal Grant-Funded Agreements Contractor Requirements
Updated March 2024

The Contractor acknowledges and agrees that the Parties to this Contract may receive and expend grant funds originating with an agency or department of the United States of America, and, accordingly, the Parties' respective powers, rights, duties and obligations under this Contract remain subject to the provisions of Applicable Law, including but not limited to the relevant and applicable provisions of 2 CFR Part 200, Appendix II, as amended. In furtherance and not in limitation of the foregoing, and in compliance with Appendix II to 2 CFR Part 200, Appendix II – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as amended, the Contractor acknowledges and agrees as follows:

A. **For all Contracts with small businesses or non-profits: Rights to Inventions Made Under a Contract or Agreement** - the Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

B. **For all Contracts for telecommunications and video surveillance services or equipment: Debarment and Suspension (2 CFR 200.216)** - The Contractor certifies that it does not use "covered telecommunications equipment or services" as identified in 2 CFR 200.216 or the System for Award Management (SAM.gov) as a substantial or essential component of any system, or as critical technology as part of any system.

C. **For all procurement of goods and construction Contracts:** The Contractor agrees to "provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)." (2 CFR 200.322(a)).

D. **For all construction Contracts: Equal Employment Opportunity (41 CFR 60-1.4(b); Executive Order 11246)** - During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

E. In addition, for contracts over \$2,000 for construction, renovation, painting, etc. using SLFRF funds in conjunction with another federal funding source; AND any capital expenditure or infrastructure contracts over \$10 million: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):

1. The Contractor agrees to comply with all aspects of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor certifies that the project is subject to a project labor agreement and agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week and submit weekly payroll reports to the School District.

2. The Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School District must report all suspected or reported violations to the Federal awarding agency.

F. For Contracts of items over \$10,000: Procurement of recovered materials (2 CFR 200.323; section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act) - The Contractor certifies that it procures only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR 200.323).

G. **For Contracts over \$25,000: Debarment and Suspension (Executive Orders 12549 and 12689)** - The Contractor certifies that it is not suspended or debarred, nor listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

H. **For Contracts over \$100,000: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

I. **For Contracts over \$100,000 involving employment of mechanics or laborers: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** - The Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Any work in excess of the standard work week will be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

J. **For Contracts over \$150,000: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

K. The Contractor acknowledges and accepts the administrative, contractual and legal remedies where the Contractor violates or breaches the terms of this Contract, as contained in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

L. The Contractor acknowledges and accepts the provisions regarding termination for cause and for convenience which govern this Contract, as contained in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

M. In supplementation and not in limitation of any other right of audit, access or inspection, see the Standard Terms and Conditions, attached as Exhibit “C” to this Contract, the Contractor shall permit access by the School District, the Commonwealth, the United States Department of Education, Inspectors General, the Comptroller General of the United States of America, or any of their authorized representatives, to any documents, papers, or other records which are pertinent to the Contract in order to make audits, examinations, excerpts, and transcripts.

N. 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 contractor for federal program purposes, as provided in applicable federal program rules and regulations, and the Contractor’s performance and all payments made pursuant to this Contract is subject to audit by local, state, and federal agencies as provided in the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

Pennsylvania Department of Education Contractor Requirements
Updated November 2023

The Contractor shall abide by the Pennsylvania Department of Education Master Standard Terms and Conditions, found at www.education.pa.gov/mstc as amended by the School District of Philadelphia Addendum, which are incorporated herein, and which include, but are not limited to, the following:

1. Funds and fees, if any, authorized to be incurred by the Contractor under this Contract but not accrued hereunder by the Contractor on or before the expiration or earlier termination of the Term of this Contract remain subject to the Unexpended Funds provisions of the Contractor's applicable agreement with the Commonwealth of Pennsylvania Department of Education. Any such unexpended funds may be subject to return to the Commonwealth of Pennsylvania Department of Education within sixty (60) days of the project's ending date, depending upon applicable program requirements.

2. The Contractor shall indemnify, defend and save harmless the School District and the Commonwealth of Pennsylvania Department of Education, and their respective officers, agents and employees:

a. from and against any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons, firms, corporations or other legal entities furnishing or supplying work, services, materials or supplies in connection with the performance by the Contractor under this Contract;

b. from any and all claims and losses occurring or resulting to any persons, firms, corporations or other legal entities who may be injured or damaged by the Contractor in the performance of this Contract;

c. against any liability including costs and expenses for violation of proprietary rights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of, any data furnished under this Contract, or based on any libelous or other unlawful matter contained in such data; and

d. against all audit exceptions arising from the Contractor's violation, if any, of one or more of the terms and conditions of this Contract.

3. *Copyright Indemnity.* The Contractor shall defend any suit or proceeding brought against the Commonwealth or the School District on account of any alleged infringement of any copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies and computer programs provided by the Contractor. This is upon the condition that the Commonwealth or School District shall provide prompt notification in writing of such suit or proceeding, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth and the School District may participate in the defense of any such action. The Contractor shall pay all damages and costs awarded therein against the Commonwealth and the School District. If information and assistance are furnished by the Commonwealth or the School District at the Contractor's written request, it shall be only that within the Contractor's written authorization. If any of the materials, reports, studies or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at his own expense and at his option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing. The obligations of the Contractor under this paragraph continue without time limit.

4. *Nondiscrimination/Sexual Harassment Clause.* During the term of this Contract, the Contractor agrees as follows:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Contractor, a subcontractor, or any person acting on behalf of the Contractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. The Contractor, any subcontractor of the Contractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

c. The Contractor, or any subcontractor of the Contractor shall establish and maintain a written

nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

d. The Contractor or any subcontractor of the Contractor shall not discriminate in violation of the PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the grant relates.

e. The Contractor and each subcontractor of the Contractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor of the Contractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor or any subcontractor of the Contractor shall, upon request and within the time periods requested by the Commonwealth or the School District, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

f. The Contractor or any subcontractor of the Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subaward agreement, contract or subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g. The Contractor and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth and the School District if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h. The Commonwealth or the School District may cancel or terminate the Contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

5. *Equal Opportunity for the Handicapped.*

a. The Contractor agrees to abide by Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §§ 793 and 794, as amended) and implementing federal regulations. The Contractor assures that any benefits, services or employment available through the Contractor to the public by way of this Contract's funds, shall not be denied handicapped persons who are otherwise qualified or eligible for the benefits, services or employment available as a result of this Contract.

6. *Covenant Against Contingent Fees.* The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth and the School District shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7. *Sensitive Information.* The Contractor shall not publish or otherwise disclose, except to the Commonwealth and the School District and except matters of public record, any information or data obtained hereunder from private individuals, organizations or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. While this Contract is in effect any documentation provided by the Contractor, if marked as proprietary information, shall be held by the Commonwealth and by the School District to the best of its ability as confidential and protected from unauthorized disclosure. The Commonwealth or the School District shall have the right to reproduce, including a proprietary notice, or copy any portion of such documentation for its own use. All such copies will be treated as the property of the Contractor.

8. *Publication Rights.* All property rights, including publication rights, in the interim, draft and final reports

and other documentation produced by the Contractor in connection with the work provided for under this Contract, shall rest with the Commonwealth and the School District. The Contractor shall not publish any of the results of the work without the written permission of the Pennsylvania Department of Education and the School District.

9. *Patents and Copyrights.* If, in the course of performance of services pursuant to this Contract, the Contractor produces patentable items, patent rights processes or inventions, said items, rights, processes, inventions or discoveries become the property of the Commonwealth.

If, in the course of the performance of services pursuant to this Contract, the Contractor produces copyrightable material, the copyright rests with the Commonwealth. The Contractor shall provide public notice of the Commonwealth's copyright ownership by placing the following designation on all copies of the material: (1) the symbol c or the word "Copyright" or the abbreviation "Copr."; (2) the year of the first publication; and (3) the name of the owner of the copyright. For example: "Copyright 1995 Commonwealth of Pennsylvania." The notice is to be affixed to all copies in such a manner and location as to give reasonable notice of the claim of the copyright.

The Commonwealth shall have unrestricted authority to reproduce, distribute and use any submitted report, data or material, and any software or modifications, and any associated documentation that is designed or developed and delivered to the Commonwealth under this Contract.

10. *Contractor Integrity Provisions.* It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

1). "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

2). "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

3). "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

4). "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

5). "Non-bid Basis" means a contract awarded or executed by the Commonwealth or the School District with Contractor without seeking bids or proposals from any other potential bidder or offeror.

6). "Contractor" means the individual or entity that has entered into this contract with the School District.

7). "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

b. In furtherance of this policy, Contractor agrees to the following:

- 1). Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2). Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3). Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4). Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 5). Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6). Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13AOI et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

7). When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

8). Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9). Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

10). For violation of any of these Contractor Integrity Provisions, the Commonwealth or the School District may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

11. *Commonwealth's Contractor Responsibility Provisions.*

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth or the School District, that as of the date of its execution of this Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality or authority, and, if the Contractor cannot so certify, then it agrees to submit, along with the Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth and the School District if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth or the School District of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract.

e. The Contractor agrees to reimburse the Commonwealth and the School District for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with terms of this Contract or any other agreement between the Contractor and the Commonwealth or School District that 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 witness 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. The Contractor may obtain the current list of suspended and debarred contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

**Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-
FAX No. (717) 787-9138**

12. *Provisions concerning the Americans With Disabilities Act.* During the term of this Agreement, the Contractor agrees as follows:

a. Pursuant to Federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 *et. seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania and School District from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania or School District or both, as a result of the Contractor's failure to comply with the provisions of paragraph 12.a. above.

13. *Right to Know Law.*

a. The Contractor understands that this Contract and records related to or arising out of this Contract as subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL").

b. If the Commonwealth or the School District need 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.

c. Upon written notification from the Commonwealth or the School District that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1). Provide the Commonwealth and the School District, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2). Provide such other assistance as the Commonwealth or the School District may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor

considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and the School District and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth and the School District will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth or the School District determine that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth or the School District determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's or the School District's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth and the School District harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth or the School District.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth or School District decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the Contractor shall indemnify the Commonwealth and the School District for any legal expenses incurred by the Commonwealth or the School District as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth or the School District, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

14. *Pro-Children Act of 1994.* Pursuant to the Pro-Children Act of 1994, 20 U.S.C. §6081 *et seq.*, the Contractor assures that:

a. The Contractor prohibits smoking within any indoor facility owned or leased or granted for and utilized by the Contractor for the routine or regular kindergarten, elementary or secondary education or library services to children; and

b. The Contractor prohibits smoking within any indoor facility (or portion thereof) owned or leased or granted for by the Contractor for the provision by the Contractor of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the Contractor who provide such services, except that this subsection shall not apply to:

1). any portion of such facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol; and

2). any private residence.

15. *Federal Assurance Clause.* The Contractor's activities under this Contract shall be carried out on a nondiscriminatory basis in accordance with 34 CFR Parts 100, 104 and 106 and 45 CFR Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age), the Civil Rights Act of 1870, as amended (42 U.S.C. §§ 1981 *et seq.*) and the Federal Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), and shall be carried out in accordance with the Fair Labor Standards Act (29 U.S.C. §§201-219), Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. § 4601 *et seq.*), Equal Pay Act (29 U.S.C. §206), 34 CFR Parts 76, 80, 82, 98 and 99, and Office of Management and Budget Circulars A-87, A-102, A-110, A-128 and A-133, as applicable. The Contractor certifies that it is acting in compliance with the provisions of 34 CFR Part 85 (relating to debarment and suspension), 20 U.S.C. §3224(a) (relating to drug and alcohol abuse prevention programs), and 31 U.S.C. § 1352 (relating to lobbying).

16. *Gun Free Schools Clause.* As required by the Gun-Free Schools Act, 20 U.S.C. § 7151 *et seq.*, the Contractor assures that, as a condition of receiving funds under this Contract, it is complying with 24 P.S. § 13-1317.2.

17. *Federal Lobbying Certification.*

The following applies if this Contract provides payment over \$100,000 of federal funds to the Contractor: The Contractor certifies, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. *Federal Funding Accountability and Transparency Act Provisions.*

a. Registration and Identification Information

Contractor must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Contractor must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth and the School District along with Contractor's return of the signed grant agreement. The School District will not process this grant until such time that Contractor provides this information.

b. Primary Location

Contractor must provide to the Commonwealth and the School District the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Contractor must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Contractor must provide this information to the Commonwealth and the School District along with Contractor's return of the signed grant agreement. The School District will not process this grant until such time that Contractor provides this information.

c. Compensation of Officers

Contractor must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if-

(i.) the entity in the preceding fiscal year received-

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards: and

(II) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or IS(d) of the Securities Exchange Act of 1934 (IS U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Contractor does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Contractor.

Contractor must provide information responding to this question along with Contractor's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Contractor provides such information responding to this question.

19. *Additional Commonwealth Terms and Conditions.*

a. The Contractor shall be liable for all disallowed costs, as determined during program audits or reviews, or as otherwise determined. The Contractor shall be liable for any payments made to, or for, any participants determined ineligible during program audits or reviews, or as otherwise determined.

b. The Contractor shall administer grant equipment, materials and supplies purchased with the funds provided by this Contract and use the funds provided hereunder for the purposes stated in the Contract and in accordance with the applicable Federal and state laws and regulations and the most current program guidelines issued by the Commonwealth. Without limitation of the foregoing, the Contractor shall comply with all federal regulations concerning the use of funds or property purchased with federal funds, including 34 C.F.R. §§ 74.31 through 74.37 (concerning the management and disposition of property charged to a project supported by a Federal award).

c. The School District and the Commonwealth recognize that in actual practice, overcharges by the Contractor's suppliers resulting from violations of state and Federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has or may hereafter acquire under state or Federal antitrust laws relating to the goods or services which are the subject of this Contract.

d. **Environmental Protection:** In carrying out this Agreement, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended; the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended; and the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended) (this clause does not apply to any project that does not have an environmental component).

e. In addition to any other notice required hereunder, the Contractor shall notify the Department's Division of Procurement and Grants in the event of Contractor debarment or suspension by any agency or department of the federal government or by any state.

20. *Specific Clauses* . In supplementation and not in limitation of the terms, covenants and conditions set forth in this Contract and the applicable Grant Agreement, the Parties expressly agree as follows.

a. The Parties expressly include in this Contract the provisions of Section 8, Nondiscrimination/Sexual Harassment Clause, pages 1 – 2, of the Pennsylvania Department of Education Master Standard Terms and Conditions, part of the applicable Grant Agreement, so that the provisions set forth therein apply to and legally bind the Contractor and its Subcontractors, etc.

b. The Parties expressly includes the provisions of subsection 9.a., Equal Opportunity for the Handicapped, page 3 of the Pennsylvania Department of Education Master Standard Terms and Conditions, part of the applicable Grant Agreement, so that this provision binds the Contractor and any and all Subcontractors.