



The School District of Philadelphia

visit our web site at: www.phila.k12.pa.us/purchasing

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Office of Procurement Services

School District of Philadelphia Education Center

440 N. Broad Street, Philadelphia, PA 19130

Office: 215.400.4380, Fax: 215.400.4381

INSTRUCTIONS FOR ON-LINE BID PACKAGES

Please note that all Advertised Sealed Bids and/or Request for Proposals (RFP's) accessed and printed from this site "must" be mailed to:

**THE SCHOOL DISTRICT OF PHILADELPHIA
PURCHASING DEPARTMENT SEALED BIDS
P.O. BOX 8127
PHILADELPHIA, PA 19101-8127**

or hand delivered to our Bid Reception Room G2 located on the ground floor 15th Street Entrance at the SDP Education Center, 440 N. Broad Street, Philadelphia, Pennsylvania 19130. Bids sent via non-U.S. Postal Service package delivery services must deliver to and be accepted at our Bid Reception Room G2 at the School District of Philadelphia, Education Center. They may not be submitted via the internet, via e-mail or faxed. The format of the envelope that must be used to mail your completed Advertised Sealed Bid is shown on page ii of each Sealed Advertised Bid Document. Bidders must fill in the Bid number and the due date (from the Bid) in the spaces provided.

NOTE: The preferred method of requesting a bid is through our website

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ADDRESS: _____

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Bids may be hand delivered to SDP Education Center, 440 N. Broad St, Phila., PA 19130

BID NUMBER _____

FOR _____

DUE DATE: _____ UNTIL 11:00 A.M.

THE SCHOOL DISTRICT OF PHILADELPHIA
Office Of Procurement Services
440 N. Broad St 3rd Floor
PHILADELPHIA, PA 19130

**THE SCHOOL DISTRICT OF PHILADELPHIA
REQUEST FOR PROPOSAL**

Data Management System for Prekindergarten Programs

Competitive RFP Number: 366

**Vendor Response Due No Later Than:
11:00 AM ET – March 5, 2013**

MISSION STATEMENT

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

The Office of Procurement Services is committed to ensuring that our business practices are carried out with the highest degree of professional ethics, integrity and competency. We are committed to providing superior customer service; implementing and utilizing best procurement practices; building solid business partner relationships; utilizing latest technological advancements; providing continuing education opportunities to our professional staff; networking with other procurement professionals; and continued advocacy of small business development by increasing the number of minority and women-owned businesses who are awarded contracts with the District.

Our mission will be accomplished by members, employees, suppliers and business associates working together in an ethical, efficient, professional and respectful manner.

ISSUED BY:

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ISSUE DATE: February 6, 2013

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I. INTRODUCTION

The School District of Philadelphia is the eighth largest school district in the nation serving more than 140,000 children and their families. The five-member School Reform Commission (“SRC”) currently governs the SDP. The SRC exercises all powers and has all duties of the Board of Education. The School District of Philadelphia (SDP) provides prekindergarten programs to almost 9,000 children through an array of programs at more than 200 different sites throughout the City of Philadelphia. These programs include Head Start, Pre-K Counts and Bright Futures. All of the programs are managed and coordinated by the Office of Early Childhood Education (OECE) which also manages kindergarten services and supports the transition from pre-k to kindergarten.

The SDP is the largest provider of pre-k services in Philadelphia. The OECE's pre-k programs are delivered at school-based centers, stand-alone centers and privately operated partner child care centers, often in conjunction with other early childhood services. These programs are funded primarily by federal and state grants including Federal Head Start, the Pennsylvania Head Start Supplemental Assistance Program and the Pennsylvania Pre-K Counts program. Each of these grant programs includes significant reporting requirements and stringent regulations that govern services, staff qualifications and eligibility. In addition, the Head Start program includes extensive social services to families of children enrolled in the program.

These grant programs require the collection and analysis of significant amounts of data on children and families, with data collection beginning with a family's first contact with the program and extending through the child's transition to kindergarten. This period can last as long as two years if a child enters a pre-k program at the age of three. The data collected is used to determine eligibility among different programs based on income and other risk factors, to track services including referrals and follow-up documentation, and to report to various stakeholders on services, client demographics, and program statistics.

Several factors are contributing to the OECE's need for comprehensive data management:

- Our pre-k programs need to be more flexible to address changes in funding and need;
- Comprehensive data on our pre-k programs is increasingly important given the current funding environment; and
- Improved data management can support better efficiency in program operations.

II. INTENT

The Office of Early Childhood Education seeks to implement a data management system that will allow for the collection and analysis of the full scope of data for our different pre-k programs. In the long-term, the selected data management system will need to support the Office's efforts to create and manage a unified system of prekindergarten programs.

This Request for Proposals (RFP) is being issued for the purpose of soliciting competitive proposals from qualified vendors. Such proposals shall describe the vendor, the vendor's relevant resources, experience and specific plans for successfully providing the full scope of services as delineated herein.

After a review of submissions, selected vendors may be invited to demonstrate their products onsite for the OECE. Vendor selection will be determined via a rigorous evaluation process. Implementation shall begin as soon as the contract is awarded. The term of the contract to be awarded shall be for one (1) years from contract implementation date, with a renewal option for one (1) additional year. Pricing for the renewal will be determined during contract negotiations. If pricing cannot be successfully negotiated, the School District will not renew the contract.

III. BACKGROUND

The SDP is a separate and independent home rule school district of the first class, established in the Philadelphia Home Rule Charter under the First Class City Public Education Home Rule Act P.L.643. A five-member School Reform Commission (SRC) currently governs the SDP. The SRC exercises all powers and has all duties of the Board of Education.

The SDP provides a 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. Preschool services are also provided in response to the needs of the community. The SDP employs approximately 22,000 employees at over 300 locations including 264 schools, administrative sites, regional offices and 3 bus garages.

IV. ANTI-DISCRIMINATION POLICY

It is the policy of the District acting through and by the School Reform Commission (the "SRC") to ensure equal opportunity in all contracts let by the District (the "Contracts"). In light of this policy, the District has adopted this Anti-discrimination Policy (the "Policy") which is applicable to all Contracts, 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 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 District and the Facilities. The objective of the Policy is the promotion of prime contract and subcontract opportunities for minority and woman-owned business enterprises ("M/W/BEs") that are approved by the District or they are certified by the Office of Economic Opportunity ("OEO") of the City of Philadelphia, Southeastern Pennsylvania Transportation Authority ("SEPTA") or any other certifying agency designated by the District in its discretion.

The fundamental requirement of the Policy is that all contractors, vendors and consultants, who contract with the District (the "Contractors"), satisfy the District that they will: (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 M/W/BEs in Contracts. Contractors must demonstrate that the participation of M/W/BEs is "meaningful and substantial" in all phases of a Contract under criteria adopted by the District. "Meaningful and substantial" shall be interpreted by the District as meaning the range of participation that reflects the availability of bona fide M/W/BEs in the Philadelphia Metropolitan Statistical Area. Participation shall be measured in terms of the actual dollars received by M/W/BEs.

"Minority" as used in this Policy, means Black American (all persons having origins in any of the Black African racial groups); Hispanic/Latino American (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin); Asian Pacific Island American (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 (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 Office of General Counsel and Office of Small Business Development will develop language to be included in the RFP which clearly sets forth the objective of the Policy (the "Solicitation Language"). District employees shall include the Solicitation Language in all RFPs. The Policy shall be articulated to the public in general, and to each Contractor, assignee, lessee or licensee doing business with the District.

The District may employ additional staff or contract with other public or private entities to assist in the implementation of the Policy. District staff shall provide the SRC with periodic reports on the levels M/W/BE participation in all contracting activities.

2. Promotion of M/W/BEs

The District recognizes the importance of having meaningful and substantial M/W/BE participation in all Contracts. To that end, the District will take steps to ensure that M/W/BEs are afforded 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 M/W/BEs; and (iii) designing RFP packages in such a way as to promote rather than discourage M/W/BE participation.

3. Contracting Requirements

Prior to the dissemination of any RFPs or public solicitation (the "Solicitation"), the District shall determine the projected range of M/W/BE participation in the area to be solicited (the "Participation Range"), and may include this information, along with the names and addresses of bona fide M/W/BEs that are available for contracting or joint-venture opportunities with the Solicitation. Each respondent shall be required to submit: (i) a plan with its proposal which meets the Participation Range set forth in the Solicitation and which lists the names, addresses, dollar amounts and scope of work to be performed by M/W/BEs (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.

If the Participation Range in a proposal meets or exceeds the level determined by the District to be meaningful and substantial, there shall be a presumption of compliance with the Policy. If, however, the proposed Participation Range falls below the level determined by the District to be meaningful and substantial, the respondent must prove to the satisfaction of the District that it did not discriminate in the solicitation of potential subcontractors and/or joint venture partners.

4. Sanctions

The Participation Plan shall be a part of each Contract between the District and a Contractor and shall be enforceable as any other contractual term or condition. Sanctions for breach of a Participation Plan may include suspension, cancellation of the Contract and/or disbarment from future contracting opportunities with the District.

V. RANGE OF PARTICIPATION

The School District has contracted with OEO of the City of Philadelphia to establish ranges of participation for RFPs, which serve as a guide in determining each vendor's responsibility. These ranges represent the percentage of M/WBE participation that should be attained in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/WBE's to perform various elements of the contract. **The M/WBE Participation Plan and corresponding instructions are attached hereto as Exhibit B.** The Participation Plan must be carefully reviewed and completed. The submission of a Participation Plan with responses to this RFP is an element of responsiveness. Failure to submit a Participation Form will result in rejection of the RFP.

Participation ranges included in this RFP represent the percentage of participation by M/WBE firms that reflect the availability of these firms ready and able to provide the services required by the solicitation. These participation ranges serve exclusively as a guide in determining vendor responsibility.

This RFP is issued under the Anti-Discrimination Policy adopted by the School Reform Commission on March 12, 2003. A fundamental requirement of the Policy is that all contractors, vendors and consultants who contract with the District provide a full and fair opportunity for the participation of Minority and Woman-Owned firms (MWBEs) in the performance of the contract. Ranges of participation have been established that represent meaningful and substantial participation for this contract 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: 5 - 10%

This range of participation may be amended or adjusted. Notification of any change will be announced at the Vendor Conference, if any, the time and date which are included in the RFP package, and posted on the Procurement Services website.

All questions about the Anti-Discrimination Policy and compliance requirements should be directed to the ***Office of Small Business Development at (215) 400-4390.***

VI. SCOPE OF SERVICES

1. INTENT and OUTCOMES

The Office of Early Childhood Education seeks to implement a data management system that will allow for the collection and analysis of the full scope of data for our different pre-k programs. In the long-term, the selected data management system will need to support the Office's efforts to create and manage a unified system of prekindergarten programs.

This Request for Proposals (RFP) is being issued for the purpose of soliciting competitive proposals from qualified vendors. Such proposals shall describe the vendor, the vendor's relevant resources, experience and specific plans for successfully providing the full scope of services as delineated herein.

After a review of submissions, selected vendors may be invited to demonstrate their products onsite for the OECE. Vendor selection will be determined via a rigorous evaluation process. Implementation shall begin as soon as the contract is awarded. The term of the contract to be awarded shall be for one (1) years from contract implementation date, with a renewal option for one (1) additional year. Pricing for the renewal will be determined during contract negotiations. If pricing cannot be successfully negotiated, the School District will not renew the contract.

Desired Outcomes

- The OECE will have Improved efficiency in operation of its prekindergarten programs, including:
 - decreased time and staff effort spent on pre-registration and enrollment activities for all programs;
 - decreased time and staff effort for data collection for monthly enrollment reporting, annual PIR reporting and state reporting; and
 - increased availability and access to data for program management and monitoring.
- The OECE will have Improved effectiveness in operation of its prekindergarten programs, including:
 - increased measures on Head Start performance indicators; and
 - higher customer satisfaction ratings from parents.
- OECE staff will be trained and feel confident in their ability to use the system and to obtain the information they need and be satisfied, overall, with the system.

2. SERVICES

The OECE must track extensive data on its pre-k programs for reporting and compliance including pre-registration, enrollment, waitlist, demographic, service (educational, health, family support, and parent involvement), attendance, and nutrition and meal data. Currently, the Office uses a variety of processes for data management including the SDP's enterprise Student Information System, the School Computer Network, Microsoft Excel spreadsheets and manual record keeping. For a program that serves approximately 9,000 prekindergarten children and their families, this process is time consuming, inefficient and overly complicated.

In order to address these issues, the Office of ECE seeks a comprehensive, web-based data management system using an Application Service Provider (ASP) model that will:

- Track information on children and their families from the time they first apply to a pre-k program through their transition to Kindergarten;

- Allow for tracking & compiling data through multiple filters and levels, including program, funding sources, organizations (SDP and each partner organization), centers, classrooms, families and individuals.
- Meet all technical specifications for the School District of Philadelphia (see Technology Requirements section below for specifications)

The OECE administers a large and complex offering of pre-k services and it is **important** to understand the structure of pre-k services under the OECE. In every case, the data management system must provide solutions that are equitable among all the different components of these services. The OECE administers three programs: Prekindergarten Head Start (PKHS), Bright Futures and Pre-K Counts (PKC). These programs are funded by multiple sources, some of which overlap among the programs. In addition, these programs are offered within the SDP and are also contracted out to more than 60 partner agencies, including one Head Start delegate agencies. The data management system must allow for macro level data tracking and compilation and must distinguish between the different programs and organizations, but also preserve security among the different organizations. For example, each organization must be able to enter data about staff, children, families, and centers. This data must be secure from other partner organizations. However, OECE staff must be able to view, edit and compile this data from all the organizations.

The Office of ECE is seeking a vendor that can provide the full range of identified data management services, as specified in this scope of work. **RFP respondents must fully describe how they would meet each of the requirements listed below:**

a) Time Frame:

The timeframe for project implementation is one year, by which time the new data management system will be fully operational and integrated into all prekindergarten programs in the District. The project will be implemented in the following phases and RFP respondents should describe how they will support each project phase. Costs should be included for each phase of the project, where applicable:

Year 1 Phases
Phase 1 – System set-up, including initial training, importation of existing data, and data entry of baseline information.
Phase 2 - Implementation of components that support intake, registration/enrollment and waitlist (see note on attendance below) including training.
Phase 3 – Implementation of components that support health, social service, and parent involvement activities for use in program monitoring (priority to Head Start PIR components) including training.
Phase 4 – Implementation of components that support remaining program services including training.

Attendance – the OECE currently relies on the SDP School Computer Network for tracking attendance in all of its programs. Though the data management system must have the capacity to track attendance and meal data, the OECE may not use this service during the first year of implementation. RFP respondents must indicate any potential challenges or impacts on system implementation if attendance and meal data are not entered into the data management system (For example, potential impacts on database processes and reporting features).

b) Components:

The system must manage the full range of programmatic data listed below for an early childhood program that services approximately 9,000 children and their families annually. RFP respondents must address how their system will undertake these services for:

- all OECE programs (Head Start, Pre-K Counts, and Bright Futures); and
- usage by both SDP and partner agencies including one Head Start delegate.

General

- Support data collection on all children and families including those served (approximately 9,000 children per year) and children on the waiting list for services (approximately an additional 2,000 – 3,000 children).
- Support multi-year services and tracking of children over time as children may be enrolled for up to two years, including possible movement between various pre-k programs (i.e. a child transferring from one site to another and/or transferring from one program to another).
- Support tracking as children move from a waiting list to enrollment.
- Provide auto generated ID numbers that allow for the OECE to customize the length.
- Provide for multiple roles and role-based authentication (currently the OECE has 35 administrative staff, 115 itinerant staff serving multiple sites, 318 teachers and approximately 60 partner organizations, which may require additional roles within those private organizations).
- Provide for linkages/relationships between siblings (including those currently enrolled and those enrolled in prior years) and parents
- Provide for linkages/relationships among sites, centers, organizations, programs and staff for program management
- Be extremely user friendly and accessible, as it may be used by more than 60 different organizations at more than 200 different sites. The individuals entering data will have a wide range of comfort and skill with a web-based data entry system.

Profile Information

- Child, parent and household level data including demographic data that meet both Head Start PIR requirements and requirements from the Commonwealth of Pennsylvania including age of child, social security number, address, gender, birth date, multiple ID numbers for local and state authorities, ethnicity and race, language spoken at home, income, multiple risk factors (i.e. homelessness, teen parent, disability)
- Organization level data including information on multiple administrative staff and their contact information, administrative and center locations, security roles, pre-k programs offered, contractual status, and other organizational level data. Organizational data must be able to be linked to centers, classrooms, security, staff and child/household data.
- Site or Center level data including licensing information, STARS level, program assignments, capacity, multiple category assignments (such as to a region of the City), site address and contact information. In addition, the system must be able to track linkages to OECE staff responsible for monitoring sites (both SDP sites and partner sites).
- Classroom level data including quality rating levels/scores for classrooms (ECERS) and teachers (CLASS, Danielson), classroom capacity, and linkages to staff.
- Staff data including ID# (system & SDP assigned), position, program or funding source, certifications, demographic data, professional development activities and caseload information where relevant. The system must be able to link staff to multiple assignment levels such as to a classroom (for teachers), a single site and/or multiple sites (for services staff) and organizations (both the organization they work for and the partner sites/organizations that they monitor).

- Volunteer data for parents and other family members including gender (for fatherhood programs), type of volunteer activity, hours, and location.

Tracking and enrollment automation

- Track children through a registration process that includes multiple programs (Head Start, Pre-K Counts and Bright Futures), pre-application, full application and assignment to a program and classroom. Though the system should prevent duplicate applications and track sibling relationships, it must also allow that families may apply to sites administered by different partner organizations. The systems should also track the status of each application and supporting documentation as well as the status of required verifications.
- Assist in the assignment of children to programs and classrooms based on the OECE's specifications regarding availability of space, program eligibility and priority, demographic and risk/need data, and/or parent's choice of center(s). The system must allow the OECE to assign and change eligibility specifications and priorities that are different for each program and among partner organizations.
- Automate the calculation of income eligibility for different programs (programs have different income eligibility levels), age eligibility (by birth date), and priority scoring (numeric score assigned to risk factors such as homelessness).
- Automate linkages based on program eligibility, particularly between prekindergarten programs and the Child and Adult Care Feeding Program (CACFP) so that once income is verified and entered, children can be assigned to the most appropriate pre-k program and assigned the correct reimbursement level for the meals program.
- Track waitlist information for prekindergarten programs including the date of application, length of time on the waitlist, parent's choice(s) of program and center, child's age, and priority based on risk factors that are different among the various pre-k programs.
- Support monitoring of the registration process including tracking of individual application status, enrollment status by program and by classroom, and vacancy and waitlist status by program, organization, site, classroom and region. Support the management of enrollment activities throughout the program year including tracking children leaving the program, as well as those enrolling mid-year.
- Facilitate communication with parents. The system must include ways to automate communication and follow-up with parents regarding the status of an application to the program, such as supporting the generation of form letters.

Supportive Services

- Process and manage data related to all aspects of program support services including family support, health, volunteerism, and child development, especially as they relate to the Head Start Act and Performance Standards.
- Allow for tracking data on the educational and child development services provided, including data on the status of child development assessments, as well as results and referrals that follow the assessments. The OECE currently uses the Ages and Stages Questionnaire and Work Sampling for these assessments.
- Provide management of all data related to health and nutrition services for the Head Start program, including data on children's insurance, schedule of appointments for medical and dental

health, early intervention status, and mental health information, as well as referrals for and follow-up on dental, early intervention and mental health services.

- Provide management of data related to family support services and family partnership agreements for Head Start including need and referrals for services, case notes, status of family partnership agreements, status of any required documentation and parent participation.

Daily Program Management

- The system must be able to support the management of daily attendance and the tracking of delivery of the meal program (CACFP). In the future, this system may replace the pre-k programs' use of the SDP's School Computer Network (SCN) which is currently used for this function. The system will need to support the transfer of this data into other systems within the SDP for District-wide reporting. See the technical requirements for more information.

c) Compliance, Monitoring and Reporting:

- Support and improve compliance with multiple funding sources including Head Start, CACFP, the State's Office of Child Development and Early Learning and others.
- Produce reports on all levels (individual child, family, classroom, center, organization, program and other categories) that can support sharing of relevant information within the OECE. For example, specific enrollment data related to health, nutrition and special needs must be shared with center-level staff, program nurses and nutrition staff with multi-site responsibilities, administrative staff, partner organizations and school or partner staff.
- Streamline data collection, compilation and analysis for a wide range of reporting requirements including the Head Start PIR. Reporting and analysis of data must occur at multiple levels and across structures. For example, the state funds service slots in all three programs (PKHS, PKC & Bright Futures) and these slots are divided among the District and partner organization sites. The OECE must be able to extract and analyze information on these services slots for state reporting.
- If attendance and meal tracking is implemented, the system must be able to provide monthly summaries of the meal program and attendance reporting for all programs at all levels: OECE, program, organizational, site & classroom.
- Features that support the monitoring of data in the system in terms of the quality & timeliness of data entry. The system should allow supervisors and administrators at both the OECE and organizational levels to check on the completeness of data in the system at any given time. The system should also provide reporting on the timeliness of various follow-up activities, especially as they relate to the registration process (such as tracking the time from the receipt of a pre-application to final determination) and health and family services (timeframe from the identification of an issue to the date of referral and eventual follow-up).
- Accessible and customizable reports for all programs and services in all areas including, but not limited to, the status of program enrollment, attendance, eligibility, capacity, waitlist, vacancy rates (including the duration of a vacancy), as well as the status of compliance in all service areas including health services, developmental screenings, IEPs & disabilities status, family services, volunteer activities & parent involvement (including a fatherhood program for which gender information on participants is required). These report features should also be customizable at the organizational level, allowing administrators and partner organizations to extract useful reports for their programs and services.
- Capability to extract data from the system in csv or excel formats for more detailed analysis.

- Once established, the system should eventually allow access to data from previous program years for tracking, comparison, and analysis on the full range of demographic and service data.

d) Implementation, Ongoing Training & Support:
(Also refer to *Technical Requirements*)

- Support the implementation of the system by assisting with the input of baseline data (from existing data bases and spreadsheets), the set-up/programming of features that assist in determining eligibility, and other components. The vendor shall provide on-site support to configure the system.
- Administer end user training to OECE staff and partner site staff. The training shall take place at the School District's central office in Philadelphia. The training should be provided to relevant staff at each Phase of implementation on all relevant aspects of the system. The OECE has approximately 150 administrative and itinerant staff and at least 60 partner organizations. The training shall provide the knowledge, skills and materials for the attendees to configure and administer and use the system. All training materials are to be provided with rights for reuse by the School District.
- Provide technical support and help desk features for all users in cooperation with the District's Office of Information Technology. The help-desk should be an on-going feature of the system. Please refer to Technical Requirements.

e) Other programs

The system should allow for the District to add new programs to its array of services, including programs such as Early Head Start that provide services to children under the age of 3.

3. TECHNICAL REQUIREMENTS

Overview

Ideally, the District seeks a product and/or service that collectively represent a turnkey solution. Knowing that the District's focus is education, the District is looking for a solution that provides all key resources for successful deployment, implementation, and ongoing support. 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 on the technology components of the proposed solution and has included pertinent background information on the following:

- ❖ Network Specifications
- ❖ Delivery Model
- ❖ Data Protocols
- ❖ Application Integration
- ❖ Support and Service Level Agreements
- ❖ Miscellaneous

Network Specifications

All District-operated school and administrative facilities support pervasive access to the Internet through local-area networks and an underlying 300-location metropolitan-area fiber-optic network. Minimally, each classroom and office location contains two (2) hardwired 100 Mbps switched Ethernet connections utilizing TCP/IP and standards-based non-proprietary protocols and transports. Additionally, all school facilities generally support building-wide 802.11a/b/g/n WiFi wireless connectivity.

Each school building is served by 2,000 Mbps of symmetric network bandwidth upstream to the metropolitan intranet, with all 270 schools sharing a 4,000 Mbps connection to the commodity Internet. The District's network infrastructure includes several "intrusive" gateway components including firewalls, content filtering, traffic management and packet inspection technology. Network addressing is accomplished through the exclusive use of private IP addresses, in conjunction with 1-to-MANY network address translation at the Internet gateway.

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

It must 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.

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. Application performance can be enhanced if solution is capable of utilizing proxy caching to its advantage such as allowing for cached content or web objects.
- Solution should require only the use of TCP service ports 80 (http) and/or 443 (https).
- Solution robustness and capacity should be verifiable via web performance and load testing software/service reporting, and capable of sustaining adequate simultaneous client/web connections for the intended use/audience.
- Solution should support a dashboard for viewing connectivity statistics trending including number of sustained connections, active cumulative server load, and active network load.
- Hosted solutions should be equipped to provide increased bandwidth on demand, as needed.
- Solution should make use of a Content Delivery Network when applicable. Using Content Delivery Networks within the K-12 experience is encouraged to better ensure that certain content sites are blocked (e.g. youtube.com).

Delivery Model

The District has a strong preference towards either an *Application Service Provider* (ASP) or *Software as a Service* (SaaS) model for hosting of vendor's solution. However, a responding

vendor can present options for any of three possible models: a SDP-supported model, an *in-source* model, as well as, an ASP/SaaS model, with clear delineated costs for each option. An *in-source* model is defined as a scenario in which the hardware resides on-site at a District facility, but is completely supported by the vendor through a secure connection and/or limited on-site access. In this context, support includes but is not limited to software patches and upgrades, OS licensure, maintenance, backups, etc.

If a vendor is presenting an ASP/SaaS model as the preferred method of delivery, they should be prepared to provide information on the hosting facility, such as hosting company name, contact person, contact number and service level agreements that exist between respective companies.

Delivery Model Cost Breakdown (example only)

COST CATEGORY [include all one-time and recurring costs for each model where applicable: SDP-supported, In-sourced, and ASP]

- 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*
- SDP IT Personnel Maintenance Resources (estimate): *hrs*
- 3rd-Party Software Expenses
- Disaster Recovery and/or Business Continuity Expenses
- Other Costs or Expenses (e.g Input Devices, Consumables, SSL Certificates, Online Storage, Offline Backup/Archival etc.)

Data Protocols

SIF Compliance

While the District is not currently using any enterprise SIF agents, SIF compliance is part of the District's overall strategic direction and as such, SDP strongly prefers that all future application purchases are SIF compliant.

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.

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

No vendor will be permitted to destroy, or cause to be destroyed, any School District Data unless otherwise permitted by the District through prior express 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.

Compliance

Vendor will be required to adhere to all local, State, and Federal laws and regulations as applicable, including, but not limited to FERPA, COPPA, CIPA, CIPA-2, ADA, and HIPAA.

Data Interchange

All external data interchange will require protocols and transports containing strong encryption (minimal 128-bit, RSA minimal 2048-bit) such as FTPS, SFTP, SSH, SSL, WPA, and WPA2.

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 utilize a fixed-field flat file format. 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, CSV, etc.)

The District's ERP system is CGI's product, *Advantage 2000* for Human Resources Management, Payroll, and Finance system integration. *Advantage* is an IBM mainframe-based application suite using Computer Associates' Datacom as the centralized database.

The District's Student Information System is Keystone Information Systems' *SKOOLS* application suite. *SKOOLS* is a Unix-based application suite using Rocket Software's UniData database.

The District's Data Warehouse is constructed on IBM's *Insight for Schools* model. The District's enterprise data warehouse is an Oracle-based system.

The District's primary enterprise directory service is LDAP v3 compliant, running on a Unix-based architecture.

The District's Instructional Management System is SchoolNet.

4.2 Student Smart Cards

Not relevant for this RFP

4.3 Employee Smart Cards

Not relevant for this RFP

4.4 Web-based Standards, Client Software and Application Components

- Oracle Database
- MySQL Database
- Java Programming Logic
- JSP Pages (Presentation Layer)
- Apache/Tomcat Application Server
- UNIX-based Operating System
- ✓ In general, applications that will be used throughout the District (schools, regional offices, administrative facilities, and/or staff/student/parent homes) must be web-based and entirely client platform/web browser agnostic.
- ✓ Minimally, the District's standard web browser configuration is Firefox v3.0. For specific application compatibility reasons, the District secondarily supports Apple Safari 3.0+ and Microsoft Internet Explorer 7+.
- ✓ The District supports both Apple Mac OS 10.3.9 (and newer) and Microsoft Windows XP SP3 (and newer) client operating systems.
- ✓ Vendors must provide a complete listing of any required web browser plug-ins (e.g. Flash, Shockwave, QuickTime, Adobe Reader, etc.) as well as minimal version numbers.

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

4.5 **Application Portal Integration, Identity Federation and Single Sign-On (SSO)**

All third-party applications are generally required to integrate with the School District employee portal, "Master Login", which utilizes encrypted hashed token-passing technology created by the District. The token-passing technology is simplistic to implement and upon completion of a successful authentication, permits the sending of an encrypted set of parameters that include a unique userid, a location code and an organizational role, to the third-party application. The District provides technical assistance to external vendors in order to ensure proper operability and compliance.

The District is planning to implement an open-source Identity and Access Management platform, which permits authenticated users to gain access to applications developed or hosted by third-party solutions providers. The District's solution is built upon the open standard known as Security Assertion Markup Language, or SAML. The District's system will serve as the Identity Provider (or idP) to a vendor, who would act as the Service Provider (or SP).

Respondents should provide documentation regarding the level of compliance with Single Sign-On protocols for any and all applications proposed in the solution. Vendors may be asked to provide additional information, use cases or references for successful implementations of open-source Identity Federation with other customers.

4.6 **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.

4.7 **E-mail & Calendar Services**

The School District provides e-mail, scheduling and collaboration services to all employees using the enterprise edition of VMWare's Zimbra Collaboration Suite v7.1.1. 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 iCalendar. At the present time, the District does not provide a systemic e-mail service to students.

Support and Service Level Agreements

Deployment, Administration, Configuration and Maintenance Requirements

- Vendor should specify the personnel resources, skills and knowledge required to customize, deploy, implement and maintain the proposed solution.
- The District will expect regular and timely reports to support compliance with all service level agreements.
- The District will expect comprehensive usage statistics to be collected and shared that demonstrate the ongoing usage level of the proposed solution.
- Vendor should articulate the plan for providing support to end-users, the modalities of support that will be provided (e.g. telephone, e-mail, facsimile) and the proposed support service levels.
- Vendor should provide standard technical support plan, articulating how the District reports and track issues.

Systems Redundancy / Data Archival / Disaster Recovery

Vendor should include a plan for systems redundancy, data archival/backup, and disaster recovery services in order to permit business continuity and to ensure the safety and integrity of the District's data. These considerations will be defined in more detail in the service level agreements during contract negotiations.

Data Controls / Audits

With reasonable notice, a vendor shall cooperate with the School District of Philadelphia, or any duly authorized local, state, or federal agency, to enable the successful conduct of an audit. The vendor shall, in a timely manner, provide technical and security related information necessary for such lawful and/or legally mandated audits. With respect to the collection, storage, use and processing of enterprise data and information, the District adheres to SSAE-16 reporting requirements as well as any applicable state and federal mandates.

Training and Documentation

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

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

Miscellaneous

Security

Vendor should provide a detailed overview of the proposed solution or application's use of security in relation to server/infrastructure hardware, user logins, authentication methodology, etc.

- Data at rest must be encrypted.
- District must be notified immediately in the event of any type of data breach.
- Vendor will satisfy applicable data retention requirements set forth by the District.

Technical Environment Requirements

- **Scalability** – Vendor should include information regarding the anticipated performance and load, including maximum session concurrency, of the proposed solution that meets or exceeds the anticipated demands within the District. Vendor should also include information on additional resources (hardware, software and network) that would be required for increased usage.
- **Constraints** – Vendor should specify any pre-existing hardware or software that the proposed solution must directly interface with, inclusive of specific operating systems, databases, middleware, or web servers.
- **General** – In the scenario of an SDP-supported implementation, Vendor should document any dependencies on 3rd-party products or plug-ins required in the installation of the proposed solution, as well as any specific technical requirements relevant to the installation or operation of the solution.

Implementation, Deployment and Transition Requirements

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

4. VENDOR QUALIFICATIONS

Respondents to the RFP must describe how they meet the following qualifications: The vendor shall:

- Have at least five (5) years of satisfactory experience providing data management systems to a pre-k program provider of similar size and scope as the OECE, including evidence and references that the

system can support multi-program and multi-site child care services to a population of more than 5,000 children and families.

- Have a system that has been developed, tested and used by other organizations for management of a Head Start program, including evidence that the system can support reporting and compliance with the Head Start Act and Performance Standards, including the Program Information Report.
- Have a system that has been developed, tested and used by other organizations for the management of multiple pre-k programs including evidence that the system can support varied eligibility criteria.
- Demonstrate that there are sufficient and appropriate resources to implement the project in the specified timeframe.
- Demonstrate financial stability and financial capacity to perform the services listed in this RFP.

Requirements for Vendors

The selected vendor shall be expected to provide implementation and training services, including requirements gathering, data migration, and tailored training for different users. Vendor shall provide SDP with an account manager. Vendor will maintain a staff of trained technical support professionals with hours that overlap the majority of the District hours of 8:30am – 4:30pm EST. Vendor shall provide access to manuals and other help files via the Internet.

5. EVALUATION PROCESS, CRITERIA AND SELECTION

Proposals submitted in response to this RFP will be evaluated by an Evaluation Committee to be selected prior to RFP due date. The Evaluation Criteria sets forth the specific criteria the District will use to evaluate proposals. The respondent selected shall be the qualified respondent whose system best fulfills the needs of the SDP and OECE and is most advantageous to the District, as determined in the District's sole discretion.

a) Proposal Evaluation

Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, product demonstrations, and site visits. The SDP may solicit from current and previous clients, including other school districts, government agencies, or any other available sources, relevant information concerning the vendor's record of past performance. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

b) Evaluation Criteria

Qualified proposals will be evaluated on the basis of the criteria listed below and the ability of the respondent to satisfy the requirements of this request in a cost-effective and efficient manner. Factors to be considered include, but are not limited to, the following:

- The Vendor's experience in completing projects of a similar size and scope to the one described in this RFP, especially with government agencies or school districts.
- The capacity of the Vendor, as judged by the SDP, to implement successfully the project. The judgment will be based on such factors as the Vendor's commitment, experience of personnel to be assigned to the project, financial stability and evidence of past experience in implementing such projects.

- The extent to which the Vendor's proposed solution matches specific functional requirements listed in the RFP, including providing for all the requested components and meeting technical requirements.
- The Vendor's ability to support the implementation and customization of the proposed solution to support the OECE's unique structure of multiple programs, funding sources and partners; and provide a continuing high level of performance and support for the duration of the contract.
- The Vendor's ability to demonstrate to the SDP that the requirements and implications of the proposed work effort are all understood.
- The Vendor's commitment to and evidence of a diversified work force at all levels of the organization.
- Project Cost (including itemization when appropriate).
- Involvement of Minority and Women-Owned Businesses.

c) Proposal Rejection

The SDP reserves the right to reject any and all proposals.

VII. REQUIREMENTS FOR VENDORS

This RFP is issued by the Office of Procurement Services and contains the official proposal requirements. This RFP and the contained specifications supersede any previous documentation you may have received from another source. The Office of Procurement Services must issue any changes and/or amendments to this RFP.

For your submission to be considered, each of the following are required:

- RFP proposals must be delivered to the Office of Procurement Services by 11:00 AM ET – March 5, 2013 or they will be deemed non-responsive. Failure to meet this deadline will result in immediate disqualification.
- Completed M/WBE Participation Plan form with original signatures from all subcontractors. Failure to meet this requirement will result in immediate disqualification.
- The Office of Procurement Services' Signature Page must be completed and returned, signed in the space provided by a person who is authorized to legally obligate your organization. Failure to meet this requirement will result in immediate disqualification.
- Proposals must be delivered in sealed packages and permanently marked as per the requirements in the RFP.
- Your submission must include an "ORIGINAL" and eight (8) "COPIES" clearly and permanently marked on the cover. In addition, an electronic version of the proposal, in CD/DVD and stick/flash memory format, must be included. The electronic version must be included with and/or affixed to the "ORIGINAL" copy.
- Printouts of complete original Addenda (if any issued) in numerical sequence, filled out and signed by a person who is authorized to legally obligate your organization must be attached to the "ORIGINAL" proposal submitted.

Contact: Steve Garlington via e-mail at, sgarlington@philasd.org if you need further clarification of these requirements.

VIII. GENERAL INSTRUCTIONS AND INFORMATION

A. Schedule of Events. The following schedule will be adhered to as closely as possible during the evaluation process:

<u>Event</u>	<u>Date/Time</u>
• Vendor Conference	10:00 AM ET – Feb. 19, 2013
• Due Date for Submission of Proposals	11:00 AM ET – March 5, 2013
• Oral Presentations	TBD
• Anticipated Date of SRC Approval	May 30, 2013
• Anticipated Date of Commencement of Services	July 1, 2013

B. Vendor Conference. A Vendor Conference, if applicable, will be held at 10:00 AM ET – February 19, 2013 at the following location:

**Conference Room 1069
School District of Philadelphia, Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
Office: 215.400.4380**

The purpose of the Vendor Conference is to:

- Discuss M/WBE Participation Requirements.
- Request clarification of any section of the RFP.
- Request changes to the RFP for requirements considered so restrictive as to prohibit or discourage responses.
- Offer suggestions or changes to the RFP that could improve the RFP competition or lower the offered price.
- Review any applicable documentation.

All written questions received prior to or at the Vendor Conference will be read aloud and will receive oral responses at the conference.

Vendors may submit written questions NLT Noon – February 14, 2013 in order to enable the Office of Procurement Services and the RFP's program office draft written responses to read out and/or distributed at Vendor Conference and for subsequent release in the form of an addendum. The addendum will be posted to OPS' website and simultaneously distributed to all parties having downloaded the RFP from that site as of the addendum's release. In general, no responses will be given prior to the Vendor Conference. However, if a submitted question is deemed to be procedural in nature, OPS will respond directly to the questioner as soon as possible.

Vendors are requested to RSVP via e-mail by the date identified in Section VIII, A: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are limited to no more than three (3) representatives.

C. Proposal Inquiries. All inquiries concerning this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted to:

Steve Garlington
Office of Procurement Services
School District of Philadelphia, Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
sgarlington@philasd.org.

D. Proposal Submission. All proposals in response to this RFP shall be submitted to:

**Office of Procurement Services
School District of Philadelphia, Education Center
440 N. Broad Street, 3rd Floor
Philadelphia, Pennsylvania 19130**

To be considered timely, proposals must arrive at the Customer Service Desk, Office of Procurement Services Education Center, 3rd Floor Suite 302, Philadelphia PA 19130, by 11:00 AM ET – March 5, 2013. **Proposals received in the Office of Procurement Services after the specified time will be deemed non-responsive. Failure to meet this deadline will result in immediate**

disqualification. The District reserves the right to accept proposals received after this date and time at its sole discretion.

Vendors shall submit one (1) original and EIGHT (8) clearly identified copies of their proposal. The original must be marked "ORIGINAL COPY". All copies shall be marked as "COPIES," bound separately, delivered in sealed containers, and permanently marked with the RFP identification number. In addition, an electronic version of the vendor proposal must be submitted, in CD/DVD or flash/stick memory format. The electronic version must be included with and/or affixed to the "ORIGINAL" copy.

Respondents may submit written questions and requests for clarification regarding this RFP via email to the contact person listed in this RFP. **Questions and inquiries must be submitted NLT Noon, February 14, 2013, in order to be considered.** Inquiries received after this date and time will be addressed only if they are deemed by the Office of Procurement Services to be critical to the competitive selection process. Responses to all questions and inquiries received by the District will be provided to all prospective respondents who received the original RFP and to all other organizations who request such responses in writing. **From the date of the release of this RFP to the date of authorization to contract, there shall be no communication concerning this RFP between any prospective respondents and/or their agent(s) with any District staff or District representatives except as provided for in the RFP. Communication with District staff or representatives is expressly prohibited. Any communication in violation of this provision will not be binding on the District, and violation of this provision by any prospective respondent and/or its agent shall be grounds for immediate disqualification.**

E. Proposal Terms. The District requests that each respondent indicate whether they accept or reject the Terms and Conditions attached hereto as Appendix A. The respondent shall state their reasons for such rejection of the District's Terms and Conditions. The District shall not be liable for any costs associated with the development, preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP. Each prospective respondent responding to this RFP agrees that it will have no claim against the District for any costs or liabilities incurred relating to this RFP.

The District reserves the right to supplement, amend or otherwise modify this RFP at any time prior to the selection of a respondent and to enter into contract negotiations. In addition, the District reserves all rights to accept or reject any or all proposals or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality, and to not issue an award to any Respondent, and to cancel this RFP at any time, and to reissue this RFP for any reason, and to advertise for new proposals, or a combination of any or all of the above.

F. Proposal Format and Content. To expedite the evaluation of the proposal, the District requires that all Vendors organize their Proposals as described in this section. Proposals must be keyed to this format using the same numbering and headings. Each item must be addressed in the sequence shown below. Further breakdown of this format is permitted if required by the Vendor to present items in a more detailed manner or to enhance the understanding of the proposal. Proposals must be submitted on 8-1/2" x 11" paper. Proposals should be prepared simply and concisely with precise and clear presentations. In addition, it is recommended that vendors submit a copy of their proposal on a diskette in MS Word format.

ALL INFORMATION PROVIDED BY THE SDP TO VENDORS IS TO BE CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION AND IS TO BE USED SOLELY FOR RESPONDING TO THIS RFP. SUCH INFORMATION IS NOT TO BE DISCLOSED OR RELEASED OUTSIDE THE VENDOR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM THE SDP.

The SDP cannot guarantee the protection of any confidential or proprietary information provided by Vendor.

1. Vendor Organization

This section of the proposal shall include the following:

- a. The legal name and ownership of the organization making the proposal and the mailing address of organization headquarters and its telephone number.
- b. The name and title of the principal of the organization who has the authority to sign the proposal.
- c. The name and title, address, telephone number of the individual who will be responsible for providing any additional information required and for obtaining necessary corporate or organization approvals.
- d. Please submit your Federal Tax ID Number.

2. Financial Data

The proposal shall include the ownership history and experience of the organization, as well as a proposed budget for this RFP. Proposer shall submit audited financial statements for the past three calendar or fiscal years.

3. Subcontractor Data

Identify all subcontractors to be used and describe their specific responsibilities and background of key personnel. The SDP reserves the right to approve or disapprove any subcontractors which vendor engages or plans to engage.

G. Interviews and Negotiations. The District reserves the right to request that several or all of the respondents to this RFP give oral presentations and/or answer questions about their proposal after the Proposal Due Date. After the District has reviewed all proposals and interviewed respondents (if applicable), it is expected that the School Reform Commission will authorize the District to contract with one or more organizations. The District may then negotiate with the respondents named in the resolution passed by the School Reform Commission in any manner it deems fit. No respondent shall have any rights against the District arising at any stage of the RFP process from any negotiations that take place.

H. Formal Contract Required. A respondent selected to enter into contract negotiations will be expected to enter into a formal written contract with the District that contains the District's standard terms and conditions. As part of the contract, a respondent will be expected to provide criminal background and child abuse checks for all personnel that will be in direct contact with District students. In addition, a successful respondent will be expected to provide evidence of adequate insurance coverage.

It is anticipated that the contract with the successful respondent will run from **July 1, 2013 until June 30, 2014**, with a single one (1) year renewal option. Conditions for payment will be set forth in the final contract. The District reserves the right to extend contracts on a year-to-year basis.

I. Public Disclosure. All material received in response to this RFP shall become the property of the SDP and will not be returned to the Vendor. Regardless of the Vendor selected, the SDP reserves the right to use any information presented in a proposal.

The information submitted by the Vendor, including statements and letters shall be subject to public disclosure as required by federal, state and Pennsylvania right-to-know law. Responses to the RFP will be disclosed to Evaluation Committee only. The possible need for negotiations, or for "Best and Final Offers," and to protect the integrity of the public procurement process precludes general disclosure of this information until after contract award.

J. Oral Presentation. Prior to the determination of the award, oral presentations may be required from one or more Vendor to clarify any portion of their response, or to describe how the functional requirements will be accomplished. SDP will advise the Vendor as to the time and place for such oral presentations. The Vendor shall be prepared to make the presentation as requested, and should be prepared to discuss all aspects of the proposal in detail.

The evaluation process may also include requests for additional information or data if, in the judgment of the SDP, this would aid in preparing a fair and accurate analysis. Anticipated length of the oral presentation will be 30 minutes for presentation and an additional 15 minutes for questions. Vendors must supply an e-mail address and fax number of a contact person so that scheduling of presentations may be made.

K. Vendor Responsibility. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract. Any subcontracted Vendor shall be subject to approval by the SRC.

L. Non-Commitment. The solicitation of the RFP shall not commit the SDP to award a contract.

M. RFP Non-Deviation. This is an electronic version of a RFP. Any alteration to the text or any file associated with this RFP in any way that could be construed to change the intent of the original document is strictly forbidden. Any changes made to the original document may result in your proposal be considered non-responsive.

N. Reservation of Rights. The SDP reserves the rights to supplement, amend, or otherwise modify this RFP at any time before the selection of a qualified Vendor. In addition, the SDP reserves the right to accept or reject, at any time prior to the SDP's selection of qualified Vendor in connection with this RFP, any or all proposals or any part of any proposal submitted in response to this RFP and to waive any defect or technicality and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interests of the SDP.

O. City of Philadelphia Tax Requirements. Any vendor of goods, wares and merchandise, purveyor of services, who has been awarded a contract by the SDP of Philadelphia, will be liable for payment of one or more of the following taxes; Mercantile License Tax, Net Profits Tax, City Wage Tax and General Business Tax. The successful respondent, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, Room 240, Municipal Services Building, 15th Street and John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19107, for an account number, and to file appropriate business tax returns as provided by law.

IX. EVALUATION PROCESS, CRITERIA, AND SELECTION

Proposals submitted in response to this RFP will be evaluated by a review committee of District personnel involved with the program. The District will consider each measure included in the checklist, but the District may determine the different weights assigned to each measure in its discretion. The respondent(s) selected to provide services will be the qualified respondent(s) whose proposal(s) best fulfill(s) the needs of the District and is (are) most advantageous to the District, as determined in the District's sole discretion.

A. Proposal Evaluation. Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, product demonstrations, and site visits. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

B. Evaluation Criteria. Qualified proposals will be evaluated on the basis of the criteria listed below and the ability of the respondent to satisfy the requirements of this request in a cost-effective and efficient manner. Factors to be considered include, but are not limited to, the following general criteria in addition to more specific criteria detailing within the RFP's Scope of Services (at section VI):

- The Vendor's experience in other settings, especially within Pennsylvania and the city of Philadelphia and surrounding districts, with providing the types of services requested.
- The capacity of the Vendor, as judged by the SDP, to successfully implement the program. The judgment will be based on such factors as the Vendor's commitment, experience of personnel to be assigned to the project, facilities, and evidence of past experience in implementing such programs.
- The Vendor's ability to modify and/or expand the program when required, and to provide a continuing high level of performance for the duration of the contract.
- The Vendor's ability to demonstrate to the SDP that the requirements and implications of the proposed work effort are all understood.
- The Vendor's commitment to and evidence of a diversified work force at all levels of the organization.
- Proposed Method of Project Evaluation.
- Project Cost (including itemization when appropriate).
- Involvement of Minority and Women-Owned Businesses.

C. Proposal Rejection. The SDP reserves the right to reject any and all proposals.

APPENDIX A:**STANDARD TERMS AND CONDITIONS****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. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. *Compliance with Applicable Law.* The Contractor shall comply with all Applicable Law in connection with this Contract.

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. The Contractor shall reassign from any Work any employee within seven (7) days if the Responsible Official notifies the Contractor in writing that, in the opinion of the Responsible Official, the employee is incompetent or incapable of carrying out any part of the Work assigned to such Person.

f. *Meetings.* Upon seventy-two (72) hours prior notice from the School District, the Contractor shall attend any meetings requested by the School District, at a location to be determined by the School District.

g. *Site License(s).* To the extent that Exhibit "A" to this Contract requires the Contractor to carry out any portion of the Work on premises of the School District, 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 and regulations concerning the use of School District premises imposed by the School District, including but not limited to rules and regulations set by a principal concerning his or her school. The Contractor shall promptly repair 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.

2. **Background Checks.** In accordance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358, as amended, before starting any Work, the Contractor shall submit to the School District the originals of a current (*i.e.*, processed by the Commonwealth of Pennsylvania within one (1) year prior to the Contractor's starting Work) criminal history record information report and child abuse history official clearance statement for the Contractor, if the Contractor is an individual, and for each of the Contractor's

and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the Work. Commonwealth Board of Education regulations define "direct contact"; see 22 Pa. Code § 8.1. Before starting any Work, the Contractor shall submit to the School District the original of a current report of the Federal Bureau of Investigation federal criminal history record information for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the Work.

3. ***Compensation, Invoices.***

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

b. *Support for Invoices.* If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District supporting any item set forth on an invoice, the School District shall have no liability to make any payment with respect to such an item. If the School District has already made such a payment, the School District may by notice to the Contractor require the Contractor to refund 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. ***Favored Nation.*** 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 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%).

5. ***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: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) 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 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 is 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 School Reform Commission, or the Board of Education, as the case may be, 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 School Reform Commission or the Board of Education, as the case may be, authorized funds.

6. ***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 of Pennsylvania, The City of Philadelphia (the "City"), or any department or agency of said governments, or from any public or private charitable trust fund, 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 of Pennsylvania grant funds, the Contractor shall bill the School District for any outstanding compensation owed to the Contractor within thirty (30) 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 thirty (30) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the unavailability of federal government or Commonwealth of Pennsylvania funds, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

7. **Independent Contractor.** 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, and none of the Contractor, its agents, employees or Subcontractors has any power to legally bind the School District to any third party.

8. **Non-Discrimination.** The Contractor, for itself, its 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 or Vietnam-era or any other veteran status. The School District is an equal opportunity employer under Applicable Law, and requires the same of the Contractor. 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 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 8, with appropriate adjustments for the identity of the parties, in any Subcontracts that it enters into. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals (RFP) process and the Contractor submitted a plan describing the participation of minority and women-owned businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

9. **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. 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 made in violation of this Section 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.

b. *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.

10. **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 9 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 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 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 10, 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.

11. **Audits; Records and Payments.**

a. *Audits.* From time to time during the Term of this Contract, and for a period of six (6) years after the expiration or termination of this Contract (see 24 P.S. § 5-518), the School District, the Controller of the City, the Commonwealth of Pennsylvania Auditor General 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 and invoices. 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 cancelled 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.

b. *Inspection.* The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and 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, Commonwealth of Pennsylvania and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, 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. *Availability of Records.* The Contractor shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 11.d. below, 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. *Retention of Records.* The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of the period required by Applicable Law or six (6) years following expiration or termination of this Contract; if, however, any litigation, claim or audit is commenced prior to expiration of said six (6) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal.

12. *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 School Reform Commission and the Board of Education, from and against any and all losses, expenses (including, but not limited to, litigation and settlement costs and attorneys' fees and costs), claims, suits, actions, damages, liability and expenses 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 School Reform Commission and the Board of Education, from and against any and all losses, expenses (including, but not limited to, litigation and settlement costs and attorneys' fees and costs), claims, suits, actions, damages, liability and expenses 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 or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers or any Event of Default under this Contract or any breach 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.* This Section 12 protects the School District, its officers, employees, agents and the members of the School Reform Commission and the Board of Education from all claims relating to the Term of this Contract that are asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real property or personal property or who assert an employment claim of any kind (including claims relating to the termination of employment), regardless of when the claim is made. The Parties shall not construe this Section 12 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 12 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 12 be deemed limited by the Pennsylvania's Worker's Compensation Act. This Section 12 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 School Reform Commission and the Board of Education. 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 School Reform Commission and the Board of Education for the acts, failures to act or negligence of the School District, or its officers, employees and members of the School Reform Commission or Board of Education.

c. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term of this Contract, 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 subsections 12. a. or 12. b. 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 (1) 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, (2) within five (5) business days of receipt of notice of the claim, give notice of such claim to the School District.

13. ***School District Statutory Immunity.*** Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, 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, or for the members of the School Reform Commission and Board of Education, any other defenses or immunities available to it or any of them.

14. ***Insurance.*** The Contractor shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the performance of the Work. The Contractor shall procure all insurance solely from insurers authorized to do business on an admitted basis in the Commonwealth of Pennsylvania or otherwise acceptable to the School District's Office of Risk Management. The Contractor shall procure all insurance through an insurance carrier or carriers, each of which shall have at least an A- (Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall the Contractor commence performing any part of the Work until the Contractor has delivered to the School District the required proof of insurance. The insurer shall provide for at least thirty (30) days prior written notice to the School District in the event the Contractor and its insurer or insurers materially change, cancel or non-renews any insurance policy. The Contractor shall ensure that it names the School District of Philadelphia and its officers, employees and agents shall be named as additional insureds on the general liability insurance policy, and the Contractor shall ensure that its insurer so endorses said policy. The Contractor shall procure and maintain an endorsement or endorsements stating that (i) the coverage afforded the School District and its officers, employees and agents as additional insureds shall be primary to any other coverage available to them, and (ii) no act or omission of the School District or its officers, employees and agents shall invalidate the coverage, other than an act or omission that would constitute willful misconduct or gross negligence.

a. *Workers' Compensation and Employer's Liability.* Workers' Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) \$100,000 Each Accident-Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease. Any other states' insurance under this subsection shall include Pennsylvania.

b. *General Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations). The School District may require higher limits of liability or aggregate coverages at any time during the Term, if in the School District's sole discretion, the potential risk warrants it.

c. *Automobile Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and

hired vehicles when any motor vehicle is used in connection with the Work.

d. *Professional Liability Insurance.* Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. The Contractor may permit its insurer to write said coverage on a claims-made basis, provided that coverage for occurrences arising out of the performance of the Work required under the Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least three (3) years after completion of the Work, or providing for an extended reporting period of three (3) years after cancellation of the policy.

i. *Educator's Legal Liability Insurance.* If the Contractor will have direct contact with children, the Contractor shall procure and maintain educator's legal liability coverage of \$1,000,000 per occurrence combined single limit / \$2,000,000 general aggregate coverage. Educator's Legal Liability Insurance coverage must include coverage for wrongful physical or sexual contact. If the Contractor provides educational services, the Educator's Legal Liability coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

Certificates of Insurance evidencing the required coverages and endorsements providing proof of insurance must specifically reference the School District contract number set forth on the first page of the Agreement for Services (please type this contract number in the 'Description' section of the certificate). The Contractor shall deliver the original certificate and endorsements providing proof of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Third Floor
Philadelphia, PA 19130-4015
(215) 400-4590

The Contractor shall deliver the certificate of insurance and endorsements providing proof of insurance to the School District at least ten (10) days before any Work or any renewal Term begins. Under no circumstances shall the Contractor actually begin Work (or continue Work, in the case of renewal) without providing the evidence of insurance. The Contractor shall not self-insure any of the coverages required under this Contract without the prior written consent of the School District's Office of Risk Management. The School District reserves the right to require the Contractor to provide certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to the Contractor.

15. Confidentiality, Student Records.

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 of this Contract and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its advantage, profit or gain any Confidential Information or information which is subject to a third party's proprietary right, such as a copyrighted or trademarked work.

b. *Student Records.* The Contractor shall keep 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, 20 U.S.C. § 1232g ("FERPA"), 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, social security or public benefits, or information as to race, ethnicity or disability. 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. The Contractor shall provide to the School District for its review any proposed publication, brochure or advertisement in which the School District is named not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District's name or information identifying the School District from the publication if the School District requests removal. 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.

16. *Materials, Intellectual Property.*

a. *Computer Programs.* The Contractor shall ensure that all of its computer programs, tapes and software developed under this Contract comply with any pertinent specifications or requirements set by the School District.

b. *License.* 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, that are developed pursuant to this Contract.

17. *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 promptly and fully disclose to the School District's Responsible Official all interests which 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 vendor's 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.

18. *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 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 (1) the School District has a reasonable basis to believe at any time during the Term of the Contract that Contractor will not be able to perform the Work; and (2) 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.
- b. *Notice and Cure.* If the Contractor commits or permits an Event of Default, the School District shall notify the Contractor in writing 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 18.c. if: (1) the Contractor has temporarily or permanently ceased performing the Work; (2) an emergency has occurred relating to the Work, and such emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (3) 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; (4) an Event of Default occurs as described in subsection 18.a. (vi), (vii), or (viii) above; or (5) the Contractor breaches any of its obligations under Sections 2 or 8 of these Standard Terms and Conditions. Nothing contained in this Subsection shall limit the School District's rights under subsection 18.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 18.b 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 18.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 by reason of 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 Work and Materials purchased from the Contractor are unique and not otherwise readily available. Accordingly, the Contractor acknowledges that, in addition to all other remedies to which the School District is entitled, the School District shall have the right to enforce the terms of this Contract by either a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any provision of this Contract.

e. ***Concurrent Pursuit of Remedies.*** The School District may exercise any or all of the remedies set forth in this Section 18, each of which may be pursued separately or in conjunction with such other 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, and the obligations of the Contractor under this Contract shall not be altered or affected in any manner by the School District's exercise of its rights under this Section 18.

19. ***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, at its sole discretion upon fourteen (14) days prior written notice to the Contractor of the School District's intention to terminate this Contract (a "Termination Notice") and without penalty, cost or liability to the School District. If the School District terminates this Contract, the School District shall make payment 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.

20. ***Contractor Actions upon Termination.*** Upon receipt of a Termination Notice from the School District, the Contractor shall take immediate action to effect the orderly discontinuation 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 calendar (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 may be 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. Such notices, waivers, consents and approvals shall be deemed to have been duly made (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); (c) on the date confirmed for receipt by facsimile if delivered by facsimile, provided that any notice by facsimile shall be promptly confirmed by one of the other methods set forth in this section; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the Responsible Official and the Contractor at the addresses set forth in Section 7 of the Agreement for Services. The Parties agree that neither shall transmit any notices required under or in connection with this Contract by electronic mail.

22. Representations and Warranties. The Contractor represents and warrants to the School District that:

a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order to duly 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 be a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;

c. The Contractor is financially solvent, is able to pay all its debts as they mature and is possessed of sufficient working capital to perform 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 performing the Work; 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 of this Contract, duly qualified to transact business in the Commonwealth of Pennsylvania, professionally competent and duly licensed to perform the Work (if the performance of the Work requires a license).

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 of Pennsylvania for or on account of any delinquent taxes for which no written settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

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 by the Commonwealth of Pennsylvania, 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 of this Contract the Contractor learns that the above certification was erroneous when the Contractor signed this Contract or subsequently became erroneous by reason of changed circumstances.

23. Definitions. Except as expressly provided to the contrary elsewhere in these Standard Terms or Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section. 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. *City.* "City" has the definition set forth above in subsection 6.a.

d. *Contract.* "Contract" means the agreement of the Parties evidenced by 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.

e. *Event of Default.* "Event of Default" means those events defined and identified in Section 18.a. of these Standard Terms and Conditions.

f. *FERPA.* "FERPA" has the definition set forth above in subsection 15.b.

g. *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 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 delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract.

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

i. *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.

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

k. *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.

l. *Termination Notice.* "Termination Notice" means a notice given by the School District of its intent to terminate the Contract and its termination of the Contract as referenced in Sections 5, 18, 19 and 20. Such notice shall specify an effective date.

m. *Work.* "Work" means the work, including any Materials, that the Contractor has agreed to complete under this Contract, as described in Section 1 of the Agreement for Services, Exhibit "A" to this Contract, and any relevant exhibits or addenda forming part of this Contract.

24. *Miscellaneous.*

a. *Applicable Law; Venue.* This Contract shall be construed and enforced under the law of the Commonwealth of Pennsylvania, 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, such Party shall file suit only in

the state or federal courts sitting in Philadelphia, Pennsylvania.

b. *Headings.* Section headings contained in this Contract are 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. *No Partnership or Agency.* Anything in this Contract to the contrary notwithstanding, including but not limited to any references in Exhibits "A", "B" or "D" to a purported "partnership" or "partner" relationship, the Parties do not intend to create, and nothing contained in this Contract shall be construed 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 its dealings with any third party.

h. *No Third Party Beneficiaries.* Nothing in this Contract shall be construed to create any contractual relationship with, or to give a cause of action or remedy in favor of, any third party against either the School District or the Contractor. Nothing in this Contract is intended to benefit any third party.

i. *Entire Agreement; Amendment.* This Contract includes all exhibits and addenda, if any, referred to herein, all of which are hereby incorporated by reference. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Contract also supersedes any course of conduct, performance or dealing between the Parties. 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.* The Parties may execute and deliver this Contract in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute, together, one and the same agreement.

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 contained in this Contract. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

l. *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.

APPENDIX B:**INSTRUCTIONS FOR M/WBE PARTICIPATION****RESPONDER RESPONSIBILITIES****THE POLICY**

The School Reform Commission ("SRC") adopted the Anti-Discrimination Policy ("Policy") relating to the participation of Minority and Woman-Owned Businesses in School District ("District") contracts. The purpose of this policy is to provide equal opportunity for all businesses and to ensure that School District funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The District is committed to fostering an environment, in which all businesses are free to participate in business opportunities, flourish without the impediments of discrimination and participate in all District contracts on an equitable basis. In accordance with the contracting requirements of the District, Policy is applicable to RFPs for supplies, services & equipment, design & construction contracts, and contracts for professional services.

PARTICIPATION RANGES

The School District has contracted with the Office of Economic Opportunity (OEO) of the City of Philadelphia to establish ranges of participation for RFPs which serve as a guide in determining each Responder's responsibility. These ranges represent the percentage of M/WBE participation that should be attained in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/WBE's to perform various elements of the contract. M/WBE Participation Forms are included in all applicable RFP packages. These forms must be carefully reviewed and completed as the submission of a Participation Form with RFPs and responses to Requests for Proposals is an element of responsiveness and failure to submit a Participation Form will result in rejection of the RFP/RFP.

Participation ranges included in RFPs and requests for proposals represent the percentage of participation by M/WBE firms that reflects the availability of these firms ready and able to provide the services required by the solicitation. These participation ranges serve exclusively as a guide in determining Responder responsibility.

CERTIFICATION REQUIREMENTS

Only firms certified by an approved certifying agency prior to RFP opening will be credited toward the participation ranges. Approved agencies include 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

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

Responders who utilize indirect contracting with M/WBE firms to satisfy the participation range may do so, however indirect participation may not exceed 25% of the requirement.

In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories will only be credited toward one participation range as either an MBE or WBE. The firm will not be credited toward more than one category. Responders will note with their submission which category; MBE or WBE is submitted for credit.

A M/WBE submitting as the prime Responder will receive credit toward the participation ranges for its own work or supply effort.

In listing amounts committed to on the Solicitation and Commitment Form, Responders should list both the dollar amount and percentage of total RFP for each commitment made. In calculating the percentage amount, Responders may apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the Participation Form, the amount, which results in the greater commitment, will be used.

RESPONSIVENESS

Responders must submit documentary evidence of M/WBE's who have been solicited and with whom commitments have been made.

Documentation of all solicitations (regardless of whether commitments resulted there from) as well as all commitments made prior to RFP opening shall be submitted, concurrently with the RFP, on the enclosed document entitled "Participation Form". If the Responder has entered into a joint venture with a M/WBE partner, the Responder must submit a copy of the joint-venture agreement along with the Participation Form.

Failure to submit the required information on M/WBE participation will result in rejection of the RFP as non-responsive. (Responders should note that only commitments that have been made prior to RFP opening and listed on the Participation Form will be credited toward the participation ranges. Since the School District must ensure that all Responders respond on equal terms, a RFP which indicates that the Responder will make commitments after RFP opening will be rejected as non-responsive.)

Upon award, the completed forms and accompanying documents regarding solicitation and commitments with M/WBE's become part of the contract. A Responder should only make actual solicitations of M/WBE's whose work or materials are within the scope of the invitation to RFP. Mass mailing of a general nature will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes.

The Responder's listing of a commitment with an M/WBE as described on the Participation Form constitutes a representation that the Responder has, prior to RFP opening, made a binding commitment to contract with such firm, upon receipt of a contract award from the School District.

RFP REVIEW

Upon receipt of RFPs for this contract, the Responder's submittal will be subject to review by the Office of Small Business Development ("SBD") to determine whether the Responder has submitted a RFP within each of the projected range(s) for M/WBE participation, if the ranges are met, the Responder will be rebuttably presumed not to have met the requirements Anti-Discrimination Policy in its selections.

M/WBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including 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 Small Business Development Unit or designee shall have the right to make site visits to the Responder's place of business and/or job site and obtain documents and information from any Responder, subcontractor, supplier, manufacturer of contract participant that may be required in order to ascertain Responder responsibility.

Failure to cooperate with Small Business Development in its review will result in a recommendation to the User Department that the Responder be deemed not responsible and its RFP rejected

RECORDS AND REPORTS

The successful Responder shall maintain records relating to its M/WBE commitments (e.g. copies of subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least one year following acceptance of final payment. These records shall be made available for inspection by the SBD and/or other appropriate School District officials.

The successful Responder agrees to submit reports and other documentation to the School District as deemed necessary by the SBD unit to ascertain the successful Responder's fulfillment of its M/WBE commitments.

REMEDIES

The successful Responder's compliance with the requirements the Anti-Discrimination Policy is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event it is determined that the successful Responder 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 which shall be deemed cumulative and concurrent:

- Withhold payment(s) or any part thereof until corrective action is taken.
- Terminate the contract, in whole or in part.
- Suspend the successful Responder from participating in any future School District contracts for a specified period.
- Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: 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 Interim Director, Procurement Services, 440 N. Broad Street, Third Floor, Philadelphia, PA 19130

**SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES**

MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

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

Company Name _____ Contact Person: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Fax: _____ E-mail: _____

Owner: __African-American, __Hispanic, __Asian, __Native American, __Woman, __Non-Profit,
__Caucasian, __Other

Federal Tax ID _____ Certifying Agency: _____
Certification No.: _____

Bid Number or Subject of Resolution: _____

II. Information in this section refers to MWBE firms to be used in the performance of this contract.

Company Name: _____ Owner: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Fax: _____ E-mail: _____

Owner: __African-American, __Hispanic, __Asian, __Native American, __Woman, __Non-Profit,
__Caucasian, __Other

Federal Tax ID _____
Certifying Agency: _____ Certification No.: _____

Description of Work: _____

Dollar Value \$ _____ Percentage of Total Contract _____

Vendor Signature _____

If no commitment, give reasons and supporting documentation (e.g., evidence of contacting MWBEs).

I certify that the information provided is true and correct. _____ Date: _____
Authorized Representative

APPENDIX C:

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

NOTICE

1. The successful Respondent 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 contract, including, but not limited to, preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the successful Respondent or its agents, employees or representatives, the School District shall have the right to terminate the Contract. In the event of the continued refusal on the part of the Respondent to comply with this anti-discrimination provision, the Respondent may be removed from the list of approved proposers of the School District
2. The successful Respondent agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

APPENDIX D:

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Request for Proposals. 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 are unlawful and may be subject 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 separate sheet attached to the affidavit, a written description of each and every legal relationship or affiliation that it has with the shareholders, directors, officers, or employees of any other potential Proposers for this RFP.
6. The term "complementary" as used in the Affidavit has the meaning commonly associated with the term in the Request for Proposals or competitive bidding processes. This includes the knowing submission of proposals higher than the proposal of another firm; any intentionally high or non-competitive proposal; and any other form of proposal submitted for the purpose of giving a false appearance of competition.
7. **Failure to file a notarized Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposer and its Proposal.**

NON-COLLUSION AFFIDAVIT

State of _____ Contract//RFP No: _____

County of _____.

I am _____ of

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

I further state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or Proposer, or any potential contractor, vendor or Proposer. Neither the actual or approximate price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is an actual or potential contractor, vendor or Proposer.
- (2) We have made no attempt and will make no attempt to induce any firm or person to refrain from competing for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal. This proposal is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____ **{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 _____, 200____

Notary Signature: _____

APPENDIX E:

SIGNATURE PAGE

DATE: _____

PROPOSAL NO.: 366

DATE OF PROPOSAL OPENING: March 5, 2013

TIME OF PROPOSAL OPENING: 11:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFP TO:

NAME: Steve Garlington

E-MAIL.: sgarlington@philasd.org

PROPOSAL INVITATION FOR: Data Management System for Prekindergarten Programs

OFFER: The undersigned hereby offers to sell to the School District of Philadelphia the commodities or services indicated in the following pages of this RFP at the price(s) quoted, in complete accordance with all conditions, specifications, and Terms and Conditions set forth herein. All proposals shall remain valid for a period of 180 days from the Proposal Due Date.

COMPANY

NAME: _____

ADDRESS: _____

(CITY) (STATE) (ZIP)

TELEPHONE: _____ FAX: _____

AUTHORIZED

SIGNATURE: _____
NAME TITLE

This document must be signed by a person who is authorized to legally obligate the proposing vendor. A signature on this document indicates that all School District of Philadelphia terms and conditions are accepted by the proposing vendor and that any and all other terms and conditions submitted by the vendor are null and void, even if such terms and conditions have terminology to the contrary. The signature also certifies that there have been no alterations or substitutions of any of the RFP documents.

APPENDIX F:

RFP 366

VENDOR ACKNOWLEDGEMENT/ VENDOR CONFERENCE

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

Steve Garlington
Office of Procurement Services
School District of Philadelphia, Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
Office: 215.400.4380
Facsimile: 215.400.4381
E-mail: sgarlington@philasd.org

Organization Name: _____ has received the
Request for Proposal for: **Data Management System for Prekindergarten Programs**

At this time, it is the organization's intent to:

- ☐ Submit a Proposal
- ☐ Not Submit a Proposal
- ☐ Attend the Vendor's Conference (if applicable) Number attending _____
- ☐ Not Attend the Vendor's Conference (if applicable)

Signature: _____

Title: _____

Date: _____

Please return this form to Steve Garlington no later than February 18, 2013 via mail or facsimile:
215.400.4381.

APPENDIX G:**COOPERATIVE PURCHASING PROGRAM:
INTERGOVERNMENTAL COOPERATIVE PURCHASING**

Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, (Title 62 Pa. C.S. 1902), known as the "Commonwealth Procurement Code" local public procurement units, local municipalities, and authorities are permitted 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 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 by the County and the contractor may, at its discretion, avail themselves of contract(s) awarded by the County of Philadelphia, provided the contractor agrees. The terms and conditions of the contract apply in full, except that, unless identified in the 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 vendor. All orders, invoices payments, and related transactions will be made directly between the vendor and individual Local Public Procurement Units.

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

The provisions of this 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**

APPENDIX H:

**THE SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES
VENDOR CODE OF ETHICS**

The School District of Philadelphia ("SDP"), 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 vendor who seeks to do business with the SDP to subscribe to this Vendor Code of Ethics.

- ☐ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ☐ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar SDP contract for the purpose of limiting competition.
- ☐ A Vendor will not disclose the terms of its bid or proposal, directly or indirectly, to any other competing Vendor prior to the closing date for bids or proposals.
- ☐ A Vendor will not make any attempt to induce any individual or entity to submit or not to submit a bid or proposal.
- ☐ A Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ☐ A Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ☐ A Vendor will properly, accurately and fairly record all financial transactions with the SDP in its books, journals, ledgers and/or other appropriate records.
- ☐ A Vendor will not offer or give any gift, item or service of value, directly or indirectly, to an SDP employee, School Reform Commission (SRC) member, SDP 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, SRC member, SDP consultant and/or contractor employed in connection with SDP.
- ☐ A Vendor will not, without the prior written consent of the SDP, initiate, negotiate or render an offer of employment to any SDP employee who is directly concerned with, or personally participating on behalf of the SDP with respect to any procurement or other matter involving the Vendor.
- ☐ A Vendor will not cause, influence or attempt to cause or influence any SDP employee or SRC 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 Vendor or for any other person.
- ☐ A Vendor will comply with the SDP's Anti-Discrimination Policy regarding inclusion of Small Women/Minority Owned Businesses in District contracts.