THE SCHOOL DISTRICT OF PHILADELPHIA

REQUEST FOR PROPOSAL

Competitive RFP Number:  RFP-429

STUDENT HEALTH SERVICES

Vendor Response Due No Later Than:  June 10, 2015

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: May 13, 2015
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I. INTRODUCTION

The School District of Philadelphia is guided in each decision it makes by its vision as articulated in the Action Plan 3.0:

The School District of Philadelphia will deliver on the right of every child in Philadelphia to an excellent public school education and ensure all children graduate from high school ready to succeed.

To realize this vision, the District put forth Action Plan 3.0, to continue a commitment of work focused on delivering a vision of equity. Action Plan 3.0 outlines an approach to lift the achievement of every student, wherever they live and whatever their background. Our efforts are focused on providing the best academic program and chance for a better life that comes with it to each student: the student who excels, the student who struggles, all the students in between. And the neediest students: those who continue to be failed by adults and therefore need us the most.

The School District of Philadelphia is the 8th largest district in the nation. Nearly 14% of the students served are disabled and 10% are English language learners. Approximately 32% of the city’s children live in poverty and approximately one-third of the 130,000 children and youth that attend District schools are in poverty. Students with special education needs comprise 13% of the school population. Our students arrive to school with an extraordinary range of needs and it is our role to ensure that under-served children and youth get better, more comprehensive options along with everyone else.

It is with this vision and fundamental heart of this work, that the District issues this request for proposal. We aim to attract innovative approaches to the provision of health services for students.

We know that students learn best when they are healthy and that the provision of student health services decreases absenteeism, improves learning and contributes to a lifelong practice of healthy living. Health equity is a significant part of delivering on the right of every child to an excellent public school education. Healthcare providers enable students to be ready to learn by conducting mandated health screenings for students in schools, connecting families to additional medical care when warranted, implementing school health programs, and supporting and engaging community partners to foster the holistic development of young people.

We aim to improve the health and wellbeing of our students. In addition, we aim to expand and improve on the services we provide today and invite new ways of delivering health services. Increasing the availability, utilization, and breadth of high-quality health services for students is the fundamental priority of this RFP.

This RPF is crafted to solicit responses across the range of possibilities to provide better health services to students. We welcome and invite responses across a spectrum of proven solutions and are open to diverse approaches. Also, we remain flexible to phased and multi-year implementations and a variety of models such as healthcare professional staffing solutions, health clinics, healthcare teams, school-based health care models, billing solutions to maximize reimbursements for current school-based healthcare services and generate additional revenue to expand services, healthcare services that include behavioral or mental health supports – so long as the model delivers enhanced and high-quality health services to students without increasing current net expenses.
II. INTENT

The School District’s intent in this RFP is to provide high-quality, cost-effective and reliable health services to students in all District schools and programs. To bring the latest advances in health services to our schools, we need evidenced-based, bold and innovative ideas from healthcare providers.

Responses may vary in scope and nature to include, but not be limited to, the following provision of services:

1. Comprehensive, full-service solution that would include, but not be limited to, a holistic school-based health center that could provide a combination of primary care, mental and behavioral health care, substance abuse counseling, case management, dental health, nutrition education, health education, and health promotion services and/or;
2. Solution for comprehensive primary medical care in schools and/or;
3. Vendor-based staffing solution solely providing healthcare staff and/or;
4. Community-based models from community health providers and/or;
5. Mix of vendor-based staffing solution and school-based health center and/or;
6. Vendor-based billing solution maximizing reimbursements for health services already provided in schools, generating additional resources for expanding health services and/or;
7. Other innovative service delivery models that enhance the provision of health services for students.

The School District is also flexible to proposals that might best be implemented over a period of time and might best achieve successful outcomes through phased implementation. We will consider a phased approach to providing health services, where staffing services may be used for one or more years while clinic models or other innovative approaches are phased in.

Similarly, respondents might be more successful or only have the capacity to deliver services to a cohort or group of schools as compared to the entirety of schools. We do not require respondents to submit a proposal that would offer health services to all District schools. While proposals that offer District-wide solutions are welcome, we are also open to pilot programs at a single school, models based on in-school clinics, models that incorporate a planning year before implementation, healthcare staffing solutions, healthcare billing solutions to maximize reimbursement for current school-based health services, and other innovative service delivery methods that enhance the provision of health services to our students.

During the evaluation period and throughout implementation of health services, the District will promote networking and collaboration among vendors providing services, to enable the best practices in health services to be applied in all schools.

III. BACKGROUND

The School District 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 School District. The SRC exercises all powers and has all duties of the Board of Education.

The School District provides a full range of education services contemplated by statute to 142,000 students and their families as well as another 63,000 students in authorized charter schools and 3,600 students in alternative schools. 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 School District employs approximately 18,000 employees at over 300 locations including 218 schools, 4 administrative sites, 10 regional offices and 4 bus garages.

Health services are provided in 218 District schools as well as 95 private and parochial schools in the City of Philadelphia. The School District’s FY15 health services appropriated budget is $23,714,621.
IV. SCOPE OF SERVICES

The School District is seeking to provide high-quality health services to all District students in a reliable, effective manner at competitive rates. We are open to innovative methods that can expand the health service coverage available to students, improve school-based healthcare services and ultimately better the academic achievement of our students. Respondents are invited to submit proposals to provide health services for students in any or all schools in Philadelphia.

As noted in the Intent section on Page 5 of this RFP, respondents are welcome to submit a proposal for a single-site, multi-site or primary care clinic model. Proposals for healthcare staffing are also welcome, as are proposals that combine staffing solutions with healthcare based solutions and proposals for billing solutions that maximize reimbursement for current healthcare services and thereby generate resources for service expansion. For purposes of this RFP, the terms ‘vendors’, ‘proposers’, ‘contractors’, ‘responders’, and ‘respondents’ will be used interchangeably.

All responses to this RFP must present a well-developed plan with a cost that does not increase current District net cost and reflects the respondent’s expertise, experience, and capacity to carry out the following duties.

V. WHAT WE ARE LOOKING FOR

A. Basic Service Requirements – The School District is seeking respondent proposals that enable students to receive comprehensive healthcare services, to include health screenings and examinations, site-level emergency and first-aid services (including services related to the care of medically fragile students), medication disbursement (including diabetes care – glucose monitoring, insulin injections, and student education related to diabetes care), immunizations, communication with parents and guardians regarding examinations, screenings and consent forms, and other applicable health services required by students enrolled in School District public schools, as well as certain parochial and private schools. Vendors may be required to attend and participate in individualized education plan (IEP) meetings and/or Section 504 of the Rehabilitation Act of 1973 Service Agreement meetings. Refer to Appendix L for outline of current basic student health services provided by the School District.

Student health services are provided both during the school year and during summer programs including, but not limited to, Extended School Year (ESY) programs; proposals should detail how the respondent would provide services during the school year and over the summer, as needed.

As applicable, vendors are also encouraged to describe behavioral or mental health supports as part of the healthcare service model that lends to the overall healthcare of students. The vendor is encouraged to describe how those supports are implemented and the outcomes garnered.

We are open to traditional staffing models, but are also interested in proposals from respondents who can provide innovative healthcare models for students and a range of augmented healthcare services. We also are interested in proposals from respondents with billing models to maximize reimbursement for health care services currently provided in schools, generating additional revenue to expand student health services. In all models, respondents will be required to comply with the requirements of all applicable laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and regulations.

Testing and Screening Requirements for Students – The Pennsylvania School Code requires various examinations and screenings for all Pennsylvania public school students. Respondents will be required to detail their work plan for providing all required examinations and screenings.

The relevant sections of the School Code are detailed below:

Section 1402 (a) of the School Code requires:
a. Physical examination upon entry and in grades 6 and 11
b. Annual vision screening
c. Annual growth screening
d. Audiometric screening in grades, K, 1, 2, 3, 7, 11, as well as annual testing for children who have failed previously
e. Scoliosis Screening in grades 6 and 7

Section 1403 (a) requires
a. Dental examinations upon entry and in grades 3 and 7

Section 1402 (f) allows the School District of Philadelphia to modify the School Health Program with the approval of the Pennsylvania Secretary of Health. The School District of Philadelphia requires:

a. Audiometric screen in 6th and 9th grade (rather than in 7th and 11th grade, as set forth in the School Code);
b. Tuberculin Testing in schools and grades selected in collaboration with the City of Philadelphia Department of Public Health; and

c. Physical examinations in 9th grade (rather than in 11th grade, as set forth in the School Code).

**Screening Requirement in Summary:**

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<th>4</th>
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<tbody>
<tr>
<td>Physical Exam</td>
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<td>Vision Screening</td>
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<td>Growth Screening</td>
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Screening requirements are subject to change at any time as the requirement from the Commonwealth of Pennsylvania changes or at District discretion.

**B. Staffing Requirements** – Selected respondents will be required to provide adequate healthcare staff for District students through staffing present in schools, on- or off-site clinics, mobile clinics, or some combination thereof.

The respondent is free to set its own job qualifications, to be reviewed and approved by the District. The healthcare staff employed by the respondent must meet the appropriate state licensure requirements for the scope of services the staff will provide. It is the respondent’s responsibility to hire the best-qualified healthcare staff. The respondent must advise the District when terminating and/or disciplining an employee and the respondent will be asked to remove underperforming or unsatisfactory employees at the District’s discretion.

If the District decides to replace the incumbent vendor during or at the end of any contract entered into as a result of this RFP, the new vendor will have the right to interview and recruit the incumbent vendor’s healthcare staff prior to the contract termination.

**Current District Staffing** – The School District of Philadelphia currently employs 183 ten-month, full-time school nurses. In the event the respondent proposes a staffing solution model, the response must address the respondent’s willingness and ability to offer a position, at the respondent’s employment terms and conditions, to current School District of Philadelphia School Nurses before recruiting healthcare staff from elsewhere. This provision applies whether respondents are submitting District-wide solutions or
smaller programs. The current District job description for Nurses is attached in Appendix K of this document.

C. Sustainable Plan to Improve Student Health – Respondents are encouraged to provide a long-term and sustainable plan to improve the quality, scope, and utilization of student health services in the most economical way through government subsidies, grants, or partnerships with other healthcare entities. The respondent is responsible for the ACCESS reimbursement process for health services provided to students receiving specially designed instruction.

D. Reporting and Key Performance Measures – Respondents should present a reporting system that will have the following functionalities, at a minimum:

- Manage student information
- Disseminate general health alerts
- Record dates of student illness and hospitalizations
- Generate routine letters, such as screening notices, immunization notices, and doctor visits
- Schedule and administer medication disbursement
- Track billable Medicaid time and generate Medicaid forms
- For billing solutions specifically: track reimbursement rate and outstanding reimbursement requests
- Meet FERPA and HIPAA regulations for electronic health records
- Track and report number of screens performed
- Schedule and track health service activities
- Asthma case totals in aggregate

Additionally, respondents should present outcome related measures that serve to demonstrate the impact of the work. It is expected that respondents have experience with outcome-based measures that provide a level of accountability to the model, investment and service delivery. The respondent should clearly articulate the outcomes desired, the measurement and indicators that will be used and the broader health issues that will be achieved for the student by the work.

VI. PROPOSAL FORMAT AND CONTENT

To expedite the evaluation of the proposal, the District requires that all respondents 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 respondent 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 respondents submit a copy of their proposal on a CD or jump drive in MS Word format.

All information provided by the District to respondents 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 considered or released outside the respondent organization without written permission from the District. We cannot guarantee the protection of any confidential or proprietary information provided by respondents.

A. Proposal Format - Proposals should include the following at minimum:

1. Vendor Organization
   a. Provide 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. Respondent shall submit audited financial statements for the past three calendar or fiscal years.

3. Subcontractor Data

Identify all subcontractors to be used and describe the specific responsibilities and background of key personnel. The School District reserves the right to approve or disapprove any subcontractors which respondents engage or plan to engage.

4. Vendor Experience

Successful applicants will demonstrate experience in providing health services; school health care based solutions; health clinic services; and full comprehensive models by including at minimum:

- Years of experience in providing like services;
- Detailed descriptions of services provided to at least three (3) similar clients in the past ten years;
- Resume and qualifications of management and/or ownership;
- A description of service delivery methods.

5. Plan of Work

Detail the management plan for the provision of health services and school-based health solution to the School District of Philadelphia. This plan should include:

- A detailed description of your proposed approach, including delivery method, staffing levels, recruitment, reporting, plan for improving health of students, crisis communication plan and timeline for implementation;
- The job title, duties, and credentials and certifications for any staff members who would be providing health services to students;
- The proposed management structure and communication paths of your team;
- Any value-add health plans or programs your firm offers;
- Detailed cost of services to include full cost, cost per hour and annual cost per employee and/or detailed description of cost of proposal for annual service;
- Sample invoice template with sample time and attendance data, as applicable;
- Timeline for implementation as well as detailed project plan and project duration (may span multiple years and include a year of planning);
- Detailed work plan for providing all required examinations and screenings;
- To the extent applicable to respondents’ model, the proposal must demonstrate the best-in-class process to recruit certified healthcare staff in the written proposal, including but not limited to:
  - The respondent’s methodology in identifying and projecting vacancies,
  - Development of position descriptions,
  - Development of recruitment plan,
  - Interview process,
  - Verification of credentials, certifications, and background checks,
  - Employee retention plan and performance management, and
  - Employee discipline guidelines.
• If respondents are submitting a model other than a sole source staffing model, they must also submit a management plan for the provision of health services, to include:
  o Management structure for proposed solution, including lines of communication and resumes
  o Plan of work to meet the following administrative requirements
    ▪ HIPPA and FERPA requirements
    ▪ Notice of immunization and screening dates and times to be sent to parents and guardians
    ▪ Plan and method for obtaining patient and/or parent consent for reimbursable services
    ▪ Plan for maintaining and securing medical and immunization records of students
    ▪ Wellness and health promotion programs for students
    ▪ Timeline for startup and implementation, to include lead time required for recruiting and screening healthcare staff
  o The source of funding for your model, status of anticipated funding commitments and sustainability of those sources;
  o As applicable, explain how respondent would partner and coordinate with behavioral and mental health service care providers in the delivery of holistic student health supports;
  o The management plan should include a detailed description of the support the respondent will need from the District, to include but not limited to space for clinic services, access to student databases, access to school healthcare staff, separate entrances to school buildings for community patients, and any other needed support from the District.

6. References

Provide three references from similar clients (public education institutions, universities, colleges) that you have worked with in the last ten years with contact information, name, title and small description of work.

VII. EVALUATION PROCESS, CRITERIA, AND SELECTION

Proposals submitted in response to this RFP will be evaluated by a committee of School District Personnel. The Evaluation Criteria sets forth the specific criteria the District will use to evaluate proposals. The District will consider each measure included in the checklist, but we 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 respondent's proposal documents, references, interviews, project cost, qualifications of staff and site visits, if applicable. The evaluation team shall be under no obligation to contact respondents 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 Respondent’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 Respondent, as judged by the School District, to successfully implement the program. The judgment will be based on such factors as the Respondent’s commitment, experience of personnel to be assigned to the project, facilities, and evidence of past experience in implementing such programs.

• The Respondent’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 Respondent’s ability to demonstrate to the School District that the requirements and implications of the proposed work effort are all understood.

• The Respondent’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 School District reserves the right to reject any and all proposals.

VIII. 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.

A. 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.

B. 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.
Conditions for payment and other negotiated terms will be set forth in the final contract. The District reserves the right to extend contracts on a year-to-year basis.

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

The information submitted by the Respondent, 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.

D. **Oral Presentation.** Prior to the determination of the award, oral presentations may be required from one or more Respondent to clarify any portion of their response, or to describe how the functional requirements will be accomplished. School District will advise the Respondent as to the time and place for such oral presentations. The Respondent 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 School District, 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 time for questions. Respondents must supply an e-mail address and fax number of a contact person so that scheduling of presentations may be made.

E. **Vendor Responsibility.** The successful Respondent 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.

F. **Non-Commitment.** The solicitation of the RFP shall not commit the School District to award a contract.

G. **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.

H. **Reservation of Rights.** The School District reserves the rights to supplement, amend, or otherwise modify this RFP at any time before the selection of a qualified Vendor. In addition, the School District reserves the right to accept or reject, at any time prior to the School District's selection of a 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 School District.

I. **City of Philadelphia Tax Requirements.** Any vendor of goods, wares and merchandise, purveyor of services, who has been awarded a contract by the School District 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. 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 supercede 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 EST June 10, 2015** 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 may 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 the required number of "COPIES", clearly and permanently marked on the cover.

- 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: David Lazarow, via e-mail at dblazarow@philasd.org, if you need further clarification of these requirements.

X. GENERAL INSTRUCTIONS AND INFORMATION

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Conference</td>
<td>May 19, 2015</td>
</tr>
<tr>
<td>Due Date for Submission of Proposals</td>
<td>June 10, 2015</td>
</tr>
<tr>
<td>Oral Presentations</td>
<td>TBD</td>
</tr>
<tr>
<td>Anticipated Date of SRC Approval</td>
<td>TBD</td>
</tr>
<tr>
<td>Anticipated Date of Commencement of Services</td>
<td>September 8, 2015 or thereafter</td>
</tr>
</tbody>
</table>
B. **Vendor Conference.** A Vendor Conference, if applicable, will be held at the following location:

**Office of Procurement Services**  
School District of Philadelphia, Education Center  
440 N. Broad Street  
Philadelphia, Pennsylvania 19130  
Office: 215.400.4380  
Room #1179 at 2:00 PM

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 are encouraged to submit written questions by May 22, 2015 in order to enable the Office of Procurement Services to formulate better oral responses. No responses will be given prior to that date.

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:

David Lazarow  
Office of Procurement Services  
School District of Philadelphia, Education Center  
440 N. Broad Street  
Philadelphia, Pennsylvania 19130  
dblazarow@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, Room G2  
Philadelphia, Pennsylvania 19130

To be considered timely, proposals must arrive at the Office of Procurement Services’ Bid Reception Room G2, located on the ground floor, 15th Street Entrance, by 11:00 AM EST on the Proposal Due Date. 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 in its sole discretion.

Respondents shall submit one (1) original and six (6) 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.
Respondents may submit questions and clarifications regarding this RFP in writing via email to the contact person listed in this RFP. **Questions and inquiries must be received by no later than (Time and Date Here) in order to be considered by the District.** 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.

**XI. 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).

**XII. PROCEDURES FOR IMPLEMENTATION**

A. 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.

B. 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.

C. 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.

D. 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.

XIII. 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:

M/WBE Range: 10 to 15 %

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.
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, or whose work the Contractor’s Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

   b. Compliance with Applicable Law. 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 within seven (7) days reassign from any Work any employee if the Responsible Official notifies the Contractor that, in the reasonable opinion of the Responsible Official, the employee is incompetent or incapable of carrying out any part of the Work assigned to that 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 the Contractor’s Statement of Work, 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. 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. Commonwealth Board of Education regulations define “direct contact”; see 22 Pa. Code § 8.1.

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

3. **Compensation; Invoices.**
   a. **Invoices Exclusive of Taxes.** Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District’s Pennsylvania Sales Tax Blanket Exemption Number is 76-51500-1; its Federal Tax ID Number is 23-6004102; and its Federal Excise Tax Number is 23-63-0021-K.
   b. **Support for Invoices.** If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may by notice to the Contractor require the Contractor to refund to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. **The Contractor’s Duties Concerning Taxes and Other Obligations.** The School Reform Commission (the “Commission”) by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the “Tax Policy”) for School District vendors, including the Contractor. The Tax Policy provides that in general the Commission will not permit the School District to contract with Persons delinquent in payments of any City taxes or other indebtedness, at the execution and delivery of the Contract and at any time during the Term of the Contract.
   a. **Contractor’s Covenants.** In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term of this Contract, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.
      i. At any time during the Term of this Contract upon notice from the School District the Contractor shall deliver to the School District proof of its tax compliance in the form of a “Certificate of Tax Clearance” from the City’s Department of Revenue.
      ii. At any time during the Term of this Contract upon notice from the School District the Contractor shall deliver to the School District proof in writing of its execution and delivery of a settlement agreement, payment plan or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City; and (B) the Commonwealth of Pennsylvania for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth.
      iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan or other documentation with the City or the Commonwealth of Pennsylvania, until it has discharged its obligation to the City or the Commonwealth of Pennsylvania by satisfying any such tax or other indebtedness or obligation.
      iv. The Contractor may in good faith, diligently and expeditiously, pursue any bona fide claim, contest or appeal with the Commonwealth, or the City, as the case may be, of its liability for, or the amount of, any
indebtedness or obligation to the Commonwealth of Pennsylvania, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution or compromise thereof with the Commonwealth of Pennsylvania or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth of Pennsylvania and the City.

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

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

6. Unavailability of Funds; Crossing Fiscal Years.

a. Unavailability of Funds. In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (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 runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the 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.

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

a. Compliance with Grant. If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth 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.

8. **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 bind legally the School District to any third party.

9. **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 9, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals (“RFP”) or comparable process and the Contractor submitted a plan describing the participation of minority-, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

10. **Subcontracts.**

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

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

12. Audits; Records and Payments.

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, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an “Auditor”) may audit any and all aspects of the Contractor's performance under this Contract, including but not limited to its billings and invoices and payments received. 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, City, 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 subsection 12.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 commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal.

13. Indemnification; Litigation Cooperation; Notice of Claims.

a. Indemnification. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the 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, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor’s agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the 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 and liability for or on account of actual or alleged violation of any third party’s copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor’s agents, Subcontractors, assignees, independent contractors, employees or servants.

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

d. Notice of Claims. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (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.

14. 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 Applicable Law, including 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, or 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.

15. Insurance. The Contractor shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the Contractor and 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 name The School District of Philadelphia and its officers, employees and agents as additional insureds on the general liability insurance policy, and the Contractor shall ensure that its insurer so endorses this 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 constitutes 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; and broad form property damage including completed operations. The School District may require higher liability limits or aggregate coverages at any time during the Term if in the School District’s sole discretion, the risk warrants.

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 this coverage on a claims-made basis, provided that the Contractor shall maintain coverage for occurrences arising out of the performance of the Work required under the Contract 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 shall provide for an extended reporting period of at least three (3) years after cancellation of the policy.

i. **Educator’s Legal Liability Insurance.** If the Contractor, including its officers, employees or agents, will or may 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 extension of the Term begins. Under no circumstances shall the Contractor actually begin Work, or continue Work, in the case of an extension of the Term, 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.

16. Confidentiality; Student Records; Data Ownership.

   a. Confidential Information. The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others (“Confidential Information”). During the Term 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 any other information 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 Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. 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 that names the School District not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District’s name and any 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.

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


   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.** For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants, and shall require its Subcontractors, if any, to grant, to the School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed pursuant to this Contract.

18. **Conflict of Interest.**

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

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

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

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

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

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

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

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

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

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (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.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4, Contractor’s Duties Concerning Taxes, etc., above in these Standard Terms and Conditions, or the breach of any of the Contractor’s representations and warranties set forth in subsection 22.f., below.

b. Notice and Cure. If the Contractor commits or permits 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 19.c. if: (1) the Contractor has temporarily or permanently ceased performing the Work; (2) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District’s rights or remedies, as determined by the School District in its sole discretion; (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 19.a. vi., vii., or viii. above; or (5) the Contractor breaches any of its obligations under Sections 2 or 9 of these Standard Terms and Conditions. Nothing set forth in this subsection 19.b. shall limit the School District’s rights under subsection 19.c.

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

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

ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the Wall Street Journal, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor 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 Contractor’s Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in or of this Contract.

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

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

a. **Contractor Actions upon Termination.** Upon receipt of a Termination Notice from the School District under Sections 6., 19., or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor’s sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty 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 expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service); (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 the Parties shall send notices to the other Party’s representative as set forth in and at the addresses set forth in Section 7 of the Agreement for Services. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail.

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

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 constitute a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

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

d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work; 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
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 carry out the Work, if the performance of the Work requires any license or licenses.

f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City, or the Commonwealth 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 for contracts, bids, RFPs or contract awards 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 any of these representations, warranties or covenants was or has become erroneous.

23. Definitions. Except as expressly provided to the contrary elsewhere in these Standard Terms 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 7.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 subsection 19.a. of these Standard Terms and Conditions.

f. FERPA. “FERPA” has the definition set forth above in subsection 16.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 deliverable or 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.


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 6, 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.

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

24. **Miscellaneous.**

a. **Applicable Law; Venue.** The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth 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, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania.

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

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

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

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

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

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

h. No Third Party Beneficiaries. The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either the School District or the Contractor. The Parties do not intend that anything in this Contract benefit any third party.

i. Entire Agreement; Amendment. This Contract includes all exhibits and addenda, if any, referred to herein, all of which the Parties hereby incorporate 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 the Parties have fully integrated herein. This Contract supersedes any prior or contemporaneous 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 the Parties shall deem 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 in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

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 the they may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies 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.
REQUEST FOR PROPOSAL (RFP) – RFP-429

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.

__________________________________ (Seal)
(Name of Firm)

__________________________________ (Seal)
(Signature of Owner or Partner)
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 Respondent 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 Respondent 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 Respondent 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 Respondent 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: October 6, 2014

PROPOSAL NO.: RFP-429

DATE OF PROPOSAL OPENING: November 4, 2014

TIME OF PROPOSAL OPENING: 11:00 AM

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFP TO:
NAME: Steve Garlington
E-MAIL: sgarlington@philasd.org

PROPOSAL INVITATION FOR: School Health Services

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 120 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:

VENDOR ACKNOWLEDGEMENT/ VENDOR CONFERENCE

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

**David Lazarow**  
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: dblazarow@philasd.org

**Organization Name:** ______________________________________________ has received the Request for Proposal for: **School Health Services**

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

[ ] Submit a Proposal  
[ ] Not Submit a Proposal  
[ ] Attend the Vendor’s Conference (if applicable)  
[ ] Not Attend the Vendor’s Conference (if applicable)

**Signature:** ____________________________________________________

**Title:** ________________________________________________________

**Date:** _________________________________________________________

Please return this form to **David Lazarow** no later than **June 1, 2015** via mail, email 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.
APPENDIX I:

TAX COMPLIANCE OF VENDORS POLICY

1. It is the policy of the School District of Philadelphia that a competitive process is required for all contracts over $15,000 unless (a) the School District is required by law to enter into a contract regardless of tax compliance; or (b) there is a strong countervailing reason approved by the Deputy Superintendent or the Chief Operating Officer, and the School Reform Commission is notified at the time of the approval.

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

   D. The SRC reserves the right or option to award a School District contract to a Proposer, Vendor or Bidder that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City or the School District at the time of contract award if the Proposer, Vendor or Bidder has entered into a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The Proposer, Vendor or Bidder shall provide written proof of said City satisfactory arrangement, settlement agreement or payment plan to the School District before the SRC authorizes the award of said contract.
E. The SRC reserves the right or option to award a School District contract to a Proposer, Vendor or Bidder that is in default of any satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District if the SRC determines, in its sole discretion, that award of said contract to the Proposer, Vendor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.

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

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

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

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

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

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

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

C. The successful Proposer, Vendor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Vendor or Bidder under any School District contract if the successful Proposer, Vendor or Bidder is delinquent in the
payment of City or School District tax or taxes or other indebtedness owed to the City or the School District. The successful Proposer, Vendor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Vendor or Bidder is tax compliant.

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

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

7. Good Faith Contest.

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

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

C. The successful Proposer, Vendor or Bidder shall be required under the School District contract to expeditiously pay all uncontested obligations.
APPENDIX K:

JOB SUMMARY AND POSITION REQUIREMENTS

For respondents’ information, the Job Summary and Position Requirements of the School District School Nurse are located below:

**Job Summary:**

Under administrative supervision, the School Nurse is responsible for carrying out all applicable provisions of the Pennsylvania School Health Acts. Duties include advising school principals in the planning and organization of school health programs; arranging for special tests, examinations, and immunization programs; maintaining comprehensive health records for each student; assisting in the interpretation of health needs to students, parents, and teachers; assisting families in the use of community health resources; caring for emergency illnesses and injuries; maintaining school nursing services records; and performing related work as required.

**Position Requirements**

Each applicant must:

1. Present a Bachelor of Science degree in Nursing (BSN) from an accredited college or university or a letter from a college official stating that all course work leading to the degree will be completed within 90 days from the date of application.**

AND

2. Present a Pennsylvania Registered Professional Nurse License or, if this license is currently being applied for, a letter from a college official or a state reciprocity officer which so indicates (or, in those cases where the license has not been presented, it must be presented at the time of appointment).**

AND

3. Two years of full-time, paid, post BSN, professional nursing experience.

AND

4. Possess or be immediately eligible for a Pennsylvania School Nurse (Educational Specialist I) Certificate at the time of appointment.*

*PLEASE NOTE: Each candidate must be immediately eligible for a Pennsylvania School Nurse (Educational Specialist I) Certificate. Every candidate must be enrolled in a Pennsylvania School Nurse Certificate Program at the time of their appointment and during the tenure of his/her employment until completion of the certification program. The emergency certification under which these candidates will work must be renewed at the end of each year for the following year. In order to renew the emergency certificate, school nurses must complete at least 9 credits in the certification program during each school year.

** In order for nurses to be considered for this position, vendors must attach copies of the required degree and license (or the required evidence of application for these) to the vendor’s proposal. In order to be appointed, nurses must possess a bachelor of science degree in nursing, Pennsylvania registered professional nurse license, and 2 letters of professional reference, all of which must be provided by the vendor.
## APPENDIX L:

### STATE REPORTED HEALTH CARE ACTIVITIES

**Health Exams, Screens & Select Services**

<table>
<thead>
<tr>
<th>Student Health Services</th>
<th>Public Students</th>
<th>Private/Non-Public Students</th>
<th>Total Students</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>01 Student Contacts for Acute/Chronic ILLNESS</strong></td>
<td>126,572</td>
<td>15,242</td>
<td>141,814</td>
</tr>
<tr>
<td><strong>02 Student Contacts for Acute/Chronic INJURY</strong></td>
<td>91,699</td>
<td>3,329</td>
<td>95,028</td>
</tr>
<tr>
<td><strong>03 Students (count each student once) REQUIRING SKILLED NURSING procedures</strong></td>
<td>1,674</td>
<td>957</td>
<td>2,631</td>
</tr>
<tr>
<td>ordered by a licensed provider or deemed necessary by CSN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>04 Students (count each student once) with a plan of care (IHP, ECP,504 or IEP with</strong></td>
<td>7,327</td>
<td>384</td>
<td>7,711</td>
</tr>
<tr>
<td>a medical component**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>05 Students Sent from School for Health Reasons</strong></td>
<td>25,976</td>
<td>2957</td>
<td>28,933</td>
</tr>
<tr>
<td><strong>06 Student Emergencies requiring Activation of Emergency Medical Services (EMS)</strong></td>
<td>568</td>
<td>22</td>
<td>590</td>
</tr>
<tr>
<td><strong>07 Student Emergencies Requiring Use of an Automated External Defibrillator (AED)</strong></td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

**Student Physical Examinations**

NOTE: Athletic, work permit & driver's permit physicals are acceptable as a mandated exam when completed by a medical health care provider other than a chiropractor (Grades as listed or grades with DOH approved modification)

<table>
<thead>
<tr>
<th>Public Students</th>
<th>Private/Non-Public Students</th>
<th>Total Students</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>08 Examined by a FAMILY Health Care Provider</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Grades K or 1, 6, 11</td>
<td>14,700</td>
<td>6,083</td>
</tr>
<tr>
<td><strong>09 Examined by SCHOOL Health Care Provider</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Grades K or 1, 6, 11</td>
<td>104</td>
<td>114</td>
</tr>
<tr>
<td>B. OTHER Grades</td>
<td>142</td>
<td>70</td>
</tr>
<tr>
<td>C. Referred for Further Evaluation / Treatment</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>D. Completed Referrals Reported</td>
<td>9</td>
<td>0</td>
</tr>
</tbody>
</table>

**Student Health Screens**

(Grades as listed or grades with DOH approved modification)

<table>
<thead>
<tr>
<th>Public Students</th>
<th>Private/Non-Public Students</th>
<th>Total Students</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10 Visions Screens (K-12 &amp; Ungraded)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Referred for Further Evaluation / Treatment</td>
<td>104,347</td>
<td>22,825</td>
</tr>
<tr>
<td>B. Completed Referrals Reported</td>
<td>15,153</td>
<td>1803</td>
</tr>
<tr>
<td><strong>11 Hearing Screens (K, 1,2,3,7,11 &amp; Ungraded)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Referred for Further Evaluation / Treatment</td>
<td>4,711</td>
<td>597</td>
</tr>
<tr>
<td>B. Completed Referrals Reported</td>
<td>48,620</td>
<td>10,594</td>
</tr>
<tr>
<td><strong>12 Scoliosis Screens (6,7)</strong> NOTE: Student having 6th grade physicals meet requirement for mandated 6th grade scoliosis screen.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Referred for Further Evaluation / Treatment</td>
<td>792</td>
<td>69</td>
</tr>
<tr>
<td>B. Completed Referrals Reported</td>
<td>301</td>
<td>32</td>
</tr>
<tr>
<td><strong>13 Growth Screens - BMI</strong> TOTAL for Grades k-6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Underweight - Less than 5th percentile</td>
<td>15,160</td>
<td>2,690</td>
</tr>
<tr>
<td>B. Health Weight - 5th Percentile to the 85th Percentile</td>
<td>284</td>
<td>45</td>
</tr>
<tr>
<td>C. Overweight - Greater than 85th to Less than 95th Percentile</td>
<td>134</td>
<td>22</td>
</tr>
<tr>
<td>D. Obese - Equal to or Greater than 95th Percentile</td>
<td>49,548</td>
<td>12,142</td>
</tr>
</tbody>
</table>

School District of Philadelphia (RVD 05-12-15)  Page 49 of 51
SERIOUS SCHOOL INJURIES - STUDENTS
Count each serious school injury to students in public / private schools (combined)
- When multiple serious injuries occur to a student, count the primary injury only
To be considered a serious school injury, the student must be:
(1) Under school jurisdiction (excluding summer school, band/other camps, sports injuries that occur during approved PA interscholastic Athletic Association [PIAA] activities)
(2) Meet at least one of the following criteria;
- Emergency Medical Services (EMS) response;
- Immediate care by a physician or dentist, such as, a family health provider, an emergency room physician etc.
- The loss of one or more days of school

<table>
<thead>
<tr>
<th>NATURE OF INJURY</th>
<th>01 Burn</th>
<th>02 Concussion (Possible)</th>
<th>03 Contusion</th>
<th>04 Cut/ Laceration/ Puncture</th>
<th>05 Dental Injury</th>
<th>06 Dislocation (Possible)</th>
<th>07 Eye Injury</th>
<th>08 Fracture (Possible)</th>
<th>09 Sprain/ Strain/ Tear</th>
<th>10 Other</th>
<th>TOTAL OF SUBSECTION: NATURE OF INJURY</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Burn</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>79</td>
<td></td>
<td></td>
<td>74</td>
<td>83</td>
<td></td>
<td>1,758</td>
</tr>
<tr>
<td>02 Concussion (Possible)</td>
<td>95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>10 Other</td>
<td>999</td>
</tr>
<tr>
<td>03 Contusion</td>
<td>130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>76</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04 Cut/ Laceration/ Puncture</td>
<td>208</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TIME PERIOD</th>
<th>01 After School</th>
<th>02 Before School</th>
<th>03 Class Change</th>
<th>04 Class Time</th>
<th>05 Field Trip</th>
<th>06 Lunch Period</th>
<th>07 P.E. Class</th>
<th>08 Recess</th>
<th>09 Sci Lab / Fam &amp; Consumer Sci &amp; Tech Ed Class</th>
<th>10 Other</th>
<th>TOTAL OF SUBSECTION: TIME PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 After School</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>9 Sci Lab / Fam &amp; Consumer Sci &amp; Tech Ed Class</td>
<td></td>
<td>1,526</td>
</tr>
<tr>
<td>02 Before School</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td>46</td>
<td></td>
<td></td>
<td></td>
<td>10 Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03 Class Change</td>
<td>124</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>234</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04 Class Time</td>
<td>623</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>116</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>01 Athletic Field / Play Field</th>
<th>02 Auditorium / Multipurpose</th>
<th>03 Bus Loading Area</th>
<th>04 Cafeteria</th>
<th>07 Field Trip</th>
<th>08 Gymnasium / Pool</th>
<th>09 Playground</th>
<th>10 Restroom</th>
<th>13 Sidewalk</th>
<th>14 Stairs/ Ramp</th>
<th>15 Street/ Parking</th>
<th>16 Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Athletic Field / Play Field</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>232</td>
<td>228</td>
<td>18</td>
<td>3</td>
<td>38</td>
<td>8</td>
<td>342</td>
</tr>
<tr>
<td>02 Auditorium / Multipurpose</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03 Bus Loading Area</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04 Cafeteria</td>
<td>72</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SELECT CHRONIC CONDITIONS – STUDENT HEALTH

<table>
<thead>
<tr>
<th>Chronic Conditions</th>
<th>Public Students</th>
<th>Private/ Non-Public Students</th>
<th>Total Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Arthritis / Rheumatic Disease</td>
<td>115</td>
<td>9</td>
<td>124</td>
</tr>
<tr>
<td>2  Asthma</td>
<td>34,410</td>
<td>2,331</td>
<td>36,741</td>
</tr>
<tr>
<td>3  Attention Deficit Disorder / Hyperactivity</td>
<td>11,329</td>
<td>387</td>
<td>11,716</td>
</tr>
<tr>
<td>4  Bleeding Disorders / Cooley's Anemia</td>
<td>497</td>
<td>41</td>
<td>538</td>
</tr>
<tr>
<td>5  Cardiovascular Condition</td>
<td>2,645</td>
<td>135</td>
<td>2,780</td>
</tr>
<tr>
<td>6  Cerebral Palsy</td>
<td>421</td>
<td>10</td>
<td>431</td>
</tr>
<tr>
<td>7  Cystic Fibrosis</td>
<td>28</td>
<td>8</td>
<td>36</td>
</tr>
<tr>
<td>8  Diabetes Type 1</td>
<td>415</td>
<td>70</td>
<td>485</td>
</tr>
<tr>
<td>9  Diabetes Type 2</td>
<td>118</td>
<td>9</td>
<td>127</td>
</tr>
<tr>
<td>10 Epilepsy / Other Seizure Disorders</td>
<td>1,984</td>
<td>90</td>
<td>2,074</td>
</tr>
<tr>
<td>11 Life- Threatening Food Allergies</td>
<td>402</td>
<td>551</td>
<td>953</td>
</tr>
<tr>
<td>12 Sickle Cell Disease</td>
<td>944</td>
<td>17</td>
<td>961</td>
</tr>
<tr>
<td>13 Spina Bifida</td>
<td>46</td>
<td>1</td>
<td>47</td>
</tr>
<tr>
<td>14 Tourette's Syndrome</td>
<td>91</td>
<td>15</td>
<td>106</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>53,445</strong></td>
<td><strong>3,674</strong></td>
<td><strong>57,119</strong></td>
</tr>
</tbody>
</table>