



**REQUEST FOR PROPOSAL (RFP) FOR
SUMMER ENRICHMENT PROGRAM SERVICES
And
AFTERSCHOOL ENRICHMENT PROGRAM SERVICES**

October 1, 2024

The Chester Upland School District (CUSD) is soliciting afterschool and summer enrichment program services proposals from qualified organizations for afterschool and summer program services for SY24-25.

Submission deadline: October 16, 2024, at 3:00 PM. Location for submission of proposals:

Chester Upland School District
Attn: Monique Hales, Federal Programs Director
1350 Edgmont Avenue
Chester, PA 19013

The Request for Proposal (RFP) for After School and Summer Enrichment Program Services specifications are included in this RFP and may be obtained from the District's website at www.chesteruplandsd.org. Any questions regarding this RFP should be directed to Monique Hales, Director of Federal Programs at mhales@chesteruplandsd.org.

The Chester Upland SD Receiver and School Board of Directors reserves the right to reject any or all proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities relative thereto.

Tentative plans call for the Receiver and the School Board of Directors to review the proposals and to take action to award a contract(s) at its regular meeting on October, 24, 2024.

**CHESTER UPLAND SCHOOL DISTRICT
AFTERSCHOOL and SUMMER ENRICHMENT PROGRAM SERVICES**

Submission of RFP Proposals Instruction if not emailed to the address listed:

- Responses, once completed, should be placed in a sealed envelope.
- On the outside of the envelope, list the company's name/address, RFP title, opening date and addressee information as they appear in the RFP proposal in order that the response may be accurately delivered and registered upon receipt.
- Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to appropriate file or received timely. The original documents must be displayed in front of all copies submitted by interested parties.
- Any proposal not received by the stated submission deadline/time will not be considered and/or opened. The proposal will be returned to the vendor at the vendor's expense.
- The District accepts no liability for late submissions due to the actions of the United States Postal Service, Federal Express, United Parcel Service or any other delivery methods.
- Please follow the proposal submittal instructions.
- All responses are to be submitted on standard 8.5" X 11" paper in 12 pt. minimum type. Proposers shall respond to the items in the order they are shown in the RFP.
- Proposals may be submitted electronically via (1) PDF document emailed to Monique Hales at mhales@chesteruplandsd.org. The subject line should be clearly marked "Afterschool and Summer Enrichment Program".
- **Please submit one (1) original and two (2) Copies and any documentation submitted with Proposal when mailed or hand-delivered to:**
 - **Chester Upland School District**
Administrative Office
1350 Edgmont Avenue
Chester, PA 19013
Attn: Monique Hales

2024-2025 After School and Summer Enrichment Program Activities

Introduction

Chester Upland SD intends to award a contract to multiple After School and Summer Program Providers for a one-year term. The purpose of this RFP is for Chester Upland SD to provide equitable access to high-quality tutoring programs, high-quality enrichment activities, and high-quality afterschool/summer programs for all students, Pre-K -12th grade from November 4, 2024 – July 30, 2025.

Each proposal shall constitute an offer by the proposer to provide the detailed Scope of Service proposed under the terms of the proposal, which shall be continuing and may not be revoked nor rescinded within forty-five (45) days from the date the proposals are opened.

Our strategies includes:

- High-quality tutoring programs: Research has consistently shown that high-quality tutoring programs of a range of durations can produce about five months of additional learning. The best programs provide tutoring three times per week, for 30 minutes each day, and use teachers and well-trained volunteers.
- High quality-enrichment activities: High quality enrichment activities offer opportunities for students to have fun, explore personal interests, develop leadership skills, serve their communities, finish homework, and engage in physical fitness. They help children grow socially, emotionally, and academically.
- High-quality afterschool/summer programs: High-quality afterschool/summer programs are associated with academic gains of roughly the equivalent of four months of learning, with positive impacts on attendance and student behavior as well. These high-quality programs include a concrete focus on skill development.

The three program goals of our out-of-school-time experiences are to:

- Prepare students academically and socially so that they are equipped with the knowledge and skills necessary to achieve globally, to contribute locally, and to be fulfilled individually.
- Encourage a passion for learning and exploration that is a driving factor for future academic success.
- Motivate youth to persist in the face of challenges with the knowledge that hard work and effort will yield success.

PROGRAM STRUCTURES

OPTION 1 – Enrichments

Focuses on challenging students to build and advance already-learned skills and go beyond strictly academic interests. Typically, these activities use their own, unique curriculum and material created for the program with a combination of offerings which may include visual/performing arts, social emotional learning activities, violence prevention, mentoring, youth leadership and community service. We rely on contracted partners to facilitate this creative, dynamic programming, and we are currently seeking high-quality organizations and individuals to work with our students this school year. As we aim to provide a variety of program options, we anticipate selecting multiple providers. The student's final enrichment schedule will be based on enrollment and session availability.

OPTION 2 - Comprehensive Afterschool Program

Chester Upland SD also invites high-performing, fiscally responsible, non-profit, youth development organizations serving children and youth to apply. Organizations applying must demonstrate (1) experience managing an afterschool program, (2) ability to implement evidence-based practices that support positive youth development, (3) offer enrichment and recreation opportunities, (4) provide learning acceleration, (5) collaborate with other public and private entities, (6) incorporate parental and family involvement, and (7) provide appropriate training for staff and volunteers. These programs must operate accordingly:

Afterschool

The afterschool program will be offered to our Elementary, Middle, and High Schools, from 3:00 PM until 6:15 PM, 4 days per week (Monday through Thursday), for 3.0 hours per day, beginning November 4, 2024, and ending June 3, 2025.

Summer

The Summer Enrichment Program will be offered to our Elementary, Middle and High Schools, from 8:30 AM until 3:00 PM, 5 days per week (Monday through Friday), beginning June 16, 2024, and ending July 25, 2025.

No services will be offered on scheduled holidays and holiday breaks. School calendars will be provided to the successful proposer.

Program Overview

Chester Upland SD is requesting professional services to support students enrolled in K-12th grade.

- 1. Afterschool Programs** must provide at least (1) learning objective, as well as programming in at least (2) enrichment activities.

Learning acceleration: literacy/reading skills and/or math skills/tutoring.
Learning acceleration: academic remediation/credit recovery
Learning acceleration: STEM/STEAM
Learning acceleration: college readiness
Learning acceleration: job/career readiness
Enrichment activities: visual and performing arts
Enrichment activities: crafts
Enrichment activities: career exploration
Enrichment activities: financial literacy
Enrichment activities: entrepreneurship
Healthy eating and physical activity: sports/recreation
Health eating and physical activity: nutrition education
Health eating and physical activity: culinary arts
Well-being and connectedness: mental health supports
Well-being and connectedness: problem solving
Well-being and connectedness: team building
Well-being and connectedness: mentoring
Well-being and connectedness: Social-Emotional Learning
Well-being and connectedness: youth civic engagement and leadership
Well-being and connectedness: community service and service learning
Well-being and connectedness: family & parent activities

Scope of Work

The applicant must be able to perform the following requests and include in the proposal:

It is the expectation that programming is based on best practices of summer and afterschool programs that align with CUSD's mission - The Chester Upland School District is committed to providing all students the opportunity to achieve excellence in the four A's: Academics, Athletics, the Arts, and Activities.

Program Design

Afterschool Program – should be reflective of the Chester Upland School District's desire to increase students' academic achievements. Instructional activities should be the priority of the schedule for the children and should encompass the majority of the student's time spent in the program, and does not have to provide homework assistance. Recreational activities are not required. Educational/inspirational films, movies, or television viewing must be programming approved by the District and shall be limited to times that have been predetermined by the District.

Summer Program – is a six (6) week program, designed to give students the opportunity to strengthen skills and continue to make gains academically. The District is committed to delivering a comprehensive program, based on students' needs to ensure all students have continued access to academic and social enrichment during the summer.

Afterschool/summer programs are more likely to achieve desired youth outcomes if they use a deliberate process to design, implement, and evaluate activities. In this section, explain the rationale behind your program design, including why and how it will improve social, emotional, and academic outcomes for participants. Be as specific as possible, including details that will help you measure your progress and success. The successful proposer shall provide the District with a schedule and description of all activities and programs prior to the beginning of the programming.

Program Description (10 points)

Provide a one-paragraph narrative overview of the program's purpose and content. List your program objectives. List typical program session topics and activities. List outcomes: what students know or will be able to do as a result of this program. Explain how you will assess the program to determine if the objectives and expected outcomes you identified were met. Detail how your program design and content are based on best practices and employ evidence-based strategies.

Afterschool Program Quality (10 points)

How does your program's design, structure, and staffing meet youth development quality expectations of a safe and supportive environment; engaging and hands-on learning; positive interaction with adults; and youth voice and choice?

Partnership With CUSD (No points associated with this section)

Are you a current or previous provider of afterschool and summer programming for CUSD students? If not, provide your organization's programming experience and, if available, impact data.

Parent Engagement (5 points)

Does your program actively engage parents? Please describe how you will directly or indirectly involve parents in the program.

Budget Overview (15 points) Please provide a brief narrative along with your budget.

The following represents the minimum Scope of Services that the vendor shall provide during the contract term:

- Hire qualified staff and provide training to meet program goals and objectives.
- Provide on-site management and adequate staffing for the program, Monday-Thursday
- Maintain staff to student ratios that comply with 1:15 (teacher: student ratio).
- Subject program staff to a background check.
- Collaborate directly with CUSD Curriculum and Instruction Department to refine as needed summer and afterschool programming delivered to students.
- Supply the curriculum and associated training for the individuals implementing the program.
- Furnish all necessary academic, enrichment, and recreational program supplies, as needed to carry out the program.

Format and Procedures for Delivery of Proposal

Proposal Narrative Format

Please submit your Proposal in the following format

- Limit the proposal narrative to 5 pages, not including the cover sheet
- A “page” is 8.5”x11”, on one side only, with 1” margins at the top, bottom, and both sides. • Double-space
- Use a font that is either 12 point or larger.
- The proposal shall consist of six (6) parts (Attachments A, B, C, D, E, F, G, and H)
 - Attachment A - Proposal Cover Page
 - Attachment B - Scope of Work
 - Attachment C - Budget
 - Attachment D - Assurances and Signature Form
 - Attachment E - Debarment Verification Form
 - Attachment F- Proof of Insurance (Certificate of Liability)
 - Attachment G - List of Candidates with background checks
 - Attachment H - Non-Collusion Affidavit

Procedures for Delivery of Proposals

Proposals should be submitted no later than Wednesday, October 16, 2024, by 3:00 PM (EST), attention: Monique Hales, Director of Federal Programs. Proposals should be submitted with the subject line clearly marked Afterschool and Summer Programs RFP. The awarding will be pending the approval of the Receiver.

Timeline:

October 15, 2024	RFP Issue Date
October 16, 2024	RFP Deadline at 3:00 pm
October 24, 2024	Estimated Board Approval and Notification Vendor Awards
November 4, 2024	Afterschool Programming Begins



Chester Upland School District

Independent Contractor Debarment Verification Form

(Please print clearly or type)

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered to do business in the Commonwealth of PA? (Yes or No) If yes, attach supporting documentation of registration status. If, no please register and provide documentation of registration status.	

FEDERAL DEBARMENT CERTIFICATION

CONTRACTOR hereby certifies that at the execution of a contract with the Chester Upland School District that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

COMMONWEALTH OF PENNSYLVANIA REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Chester Upland School District that the CONTRACTOR is not on the list for debarment on www.pa.gov or doing business with the Commonwealth of Pennsylvania or with any Pennsylvania State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that all entities who are in partnership through this contract or grant with the Chester Upland School District (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov System for Award Management or the Commonwealth of Pennsylvania debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to Chester Upland SD.

Original Signature of Contractor or Authorized Official

Date

ASSURANCES AND SIGNATURE FORM

In submitting this application, I certify that:

1. The organization will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.
3. The organization will maintain professionalism and confidentiality.
4. The organization is fiscally sound and will be able to complete services to the local educational agency.
5. The organization will ensure that the services provided are aligned with the PA Common Core Standards and research-based practices.
6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. All services will be secular, neutral, and non-ideological.
8. The organization will provide the local educational agency with information regarding the implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents / legal guardians, and community members can understand.

The undersigned does hereby certify that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Name of Organization

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed

Submission Cover Page



Chester Upland School District
1350 Edgmont Avenue
Chester, PA 19013

RFP Title:	
Submission Deadline Date & Time:	
Vendor Name:	
Vendor Address:	
Vendor Authorized Signature:	

Proposal Total Cost:	
Grade Level to be Served:	
# of Students to be Served:	

This cover page is to be placed on the very front of the vendors submitted proposal. Place this page on the very front of the submitted documents. This applies to all submitted proposals whether mailed, hand-delivered or electronically emailed.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. 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 Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the Proposer with responsibilities for the preparation, approval, or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A Proposer’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

FORM OF NON-COLLUSION AFFIDAVIT

State of _____ :
County of _____ :
SS

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make 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 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, Proposer, or potential Proposer.
2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on 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.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

5. _____, its affiliates,

(Name of My Firm)

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 on any public contract except as

follows:

I state that _____ understands
(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by CHESTER-UPLAND DISTRICT in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CHESTER-UPLAND DISTRICT of the true facts relating to the submission of Proposals for this contract.

(Name)

(Company Position)

SWORN TO AND

SUBSCRIBED BEFORE ME,

THIS

DAY

OF _____, 20__

Notary Public

My Commission Expires

DETAILED SPECIFICATIONS

The Chester Upland School District is a mid-sized, school district serving the City of Chester, Borough of Upland, and Chester Township, with seven (7) schools that encompass the District: Toby Farms Intermediate; Main Street Elementary; Chester Upland School of the Arts Elementary; Edgmont Scholars Academy K-8; Stetser Elementary; Chester High School and STEM at Showalter. All seven (7) schools will participate in the afterschool program. The summer program will service just STEM at Showalter.

Program Attendance

The decision whether to accept a child for admission is at the District's discretion and will be in full compliance with the law. The successful proposer shall sign-I at each location with the security desk and report directly to the Site Coordinator. The Site Coordinator and Teacher Assistants will take daily attendance of students. The District Coordinators will be responsible for the daily release of students to their respective parent/guardian.

Illness and Accidents

If a student becomes ill or injured during the programming, the successful proposer shall notify the District assigned Teacher Assistants or Site Coordinator.

Discipline Policy

The District's Discipline Policy is applied universally, so no matter where the students go or what activities they participate in, they are expected to adhere to the District's Discipline Policy. In the event a situation does occur, the successful proposer shall immediately contact the Teacher Assistants, who will be present to handle classroom management.

Inclement Weather

In the event, the Chester Upland School District is closed, or during the school day closes its schools due to inclement weather, the District will use robocalls and emails to notify parents and successful proposer.

Clearances

The successful proposer shall submit the following Pennsylvania clearances to Ms. Shakanda White swhite@chesteruplandsd.org, prior to the beginning of the programming:

- Department of Human Services Child Abuse History Clearance
- Pennsylvania State Police Request for Criminal Records Check
- Federal Criminal History Record Information (CHRI)

Tax

The District is exempt from State and Federal taxes and an exemption certificate is not required by a political subdivision. The prices quoted by the proposer will be the price exclusive of taxes. Any sales or other taxes levied by federal, state or local governments shall become the burden of the proposer.

Indemnification

The proposer will indemnify and defend the District and hold it harmless from any and all claims, liabilities, loss or damage, including attorney's fees, caused in whole or in part and/or contributed to by any defect in goods and/or any errors or omissions in furnishing services, delay in furnishing goods and/or services, breach of contract and/or negligent and/or wrongful acts of proposer.

Insurance

Successful proposer shall carry such liability insurance as set forth below to fully protect the District against all claims, which may arise. Services shall not commence until the District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer coverage levels meeting these insurance requirements. All Certificates of Insurance must indicate that the District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, cancelled, or allowed to expire until at least thirty (30) days prior written notice has been provided to the District. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the Chester-Upland District prior to the commencement of the programming. The Certificates of Insurance shall carry an endorsement that the insurer will defend the District as a party in the event the District becomes a party to any litigation as a result of the activities of the contractor, sub-contractor, or any direct or indirect employee of the same under the terms of this contract for injuries to property or person. Insurance shall be provided by a carrier that has a Best Rating of not less than A-, VII. The limits of liability shall be no less than:

<u>Policy</u>	<u>Minimum Limits</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(3) Completed Operations	\$1,000,000
(4) Product Liability	\$1,000,000
(5) Fire Damage	\$1,000,000
(6) Personal & Advertising Injury	\$1,000,000
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single	\$9,000,000 each occurrence
Limit Bodily Injury and/or	\$9,000,000 aggregate

Property Damage

(e) Employer Liability Insurance	\$1,000,000 each accident
	\$1,000,000 disease (policy limit)
	\$1,000,000 disease

General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date or retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Comprehensive Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover owned automobiles; leased, hired, or rented automobiles; employers' non-ownership liability; medical payments, and uninsured motorists, if applicable. The District Solicitor may also require Abuse and Molestation coverage.

Right to Know

The successful Proposer shall comply with all other terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Services when required.

Human Relations Act

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Proposer does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Proposer's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

Discrimination Prohibited

In the hiring of employees for the performance of the Services under the Contract, or any sub-contract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the Services under the Contract on account of gender, race, creed, or color.

The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

Independent Contractors

It is to be understood that the successful proposer is an independent contractor of the Chester Upland School District and is solely responsible for any errors or omissions which are due to mistakes in printing, proofreading, etc. Any such mistakes shall be corrected at no expense to the District.

Waiver Of Consequential Damages

Proposer waives claims against the District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Services.

All Applicable Laws, Statutes, Regulations And Standards

Proposer shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes, and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse proposer from compliance with same.

Proposer shall comply with any and all laws, rules, regulations, ordinances, and District policies, applicable to providing the Services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the District's policies concerning appropriate behavior of persons in its schools, and on its properties including for example, the prohibitions of sexual harassment, alcohol, and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes or amendments to the District's policies, the Contractor shall comply with all such revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost to the District.

All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

Payment

Invoices received, by the first of the month, and approved by the District will be paid within sixty (60) days, provided all work for which payment is requested has been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract.

Failure To Finish Or Complete Contract

In the event Contractor shall neglect or refuse to complete the Services as required, or any part thereof, or to remedy deficient Services, then the District is authorized and empowered to purchase supplies, equipment and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, to impose a financial penalty on Contractor, as negotiated in the Contract, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the District. The District may deduct all such costs and expenses incurred by it from any payments then due or thereafter coming due to Contractor under the Contract until the District is reimbursed in full. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the District at law or in equity.

Damage To Premises

Contractor shall promptly remedy damage and loss to any school building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by the Contractor.

Force Majeure

If either party shall be prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, pandemic, or other circumstance beyond its reasonable control (a "Force Majeure Event"), and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.

Governing Law.

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. The District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

Claims And Disputes.

- A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Delaware County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.
- B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor

shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of Services.

Right To Contract With Others

The District reserves the right to contract with other custodial service providers for additional services.

Non-Appropriation Of Funds

The District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in the Contract, the District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

EDGAR VENDOR CERTIFICATION FORM

When CUSD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes but is not limited to, the procurement standards of the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Proposers must agree to comply with certain requirements, which may be applicable to specific purchases using federal grant funds.

TERMINATION

Either the CUSD or the Provider may terminate the contract with thirty (30) days' written notice to the other party of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, CUSD shall only be responsible for payment of services actually and satisfactorily performed. If CUSD has paid the Provider for goods or services not yet provided as of the date of termination, the Provider shall immediately refund such payment(s).