



The School District of Philadelphia

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Office of Procurement Services

School District of Philadelphia Education Center

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

THE SCHOOL DISTRICT OF PHILADELPHIA

REQUEST FOR PROPOSALS

Competitive RFP Number: 365

TITLE: RENAISSANCE CHARTER SCHOOLS INITIATIVE – YEAR IV

Vendor Response Due No Later Than:

11:00 AM., EST MARCH 5, 2013

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ISSUED BY:

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ISSUE DATE: February 1, 2013

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I. INTRODUCTION

The School District of Philadelphia ("School District") operates the public school system in the City of Philadelphia, and is the eighth-largest public education school district in the United States. The School District provides a full range of education services contemplated by statute. These include general, special, vocational, and alternative 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 20,000 employees at over 300 locations comprised of schools, administrative sites, regional offices, bus garages, field houses, warehouses and a working farm.

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, pursuant to certain powers set forth in the Distress Law, 24 P.S. § 6-696. The SRC exercises all powers and has all the duties of the Board of Education.

The School District issues this Request for Proposals ("RFP") to identify a final group of organizations that can serve as Turnaround Teams for one or more of the selected Renaissance Schools. Those Respondents who qualify through this RFP (the "Finalists") will have their proposals shared with the School Advisory Councils ("SACs") at the appropriate Renaissance Schools. The SACs will review the proposals and may request to meet with Finalists to aid the SACs in their recommendations of turnaround solutions for their schools.

The final decision to recommend to the SRC a Respondent to turnaround one or more Renaissance Schools rests with the Superintendent of the School District. The School District is not obligated to recommend a Respondent nor to recommend the grant of a charter to any Respondent to this RFP, and the decisions made regarding any charter application submitted in response to this RFP shall be made in accordance with the provisions and requirements of this RFP.

Any Turnaround Team matched with a Renaissance School will be responsible for all aspects of restructuring and managing the school awarded, subject to any exceptions noted in this RFP. Turnaround Teams matched with a school or schools for conversion to a Renaissance Charter School will be expected, at a minimum, to demonstrate marked improvement in the following areas:

- Student achievement, as defined in the selection process
- Student attendance
- School climate and safety
- Parent and student satisfaction, as measured by surveys
- Retention, promotion, and graduation rates

In addition to significant improvement in the aforementioned areas, each Turnaround Team will be expected to meet specific achievement goals for its students. Those goals are explained in detail in Section II-C of this RFP titled "Renaissance School Accountability Framework and Required Elements." An Accountability Agreement will be a condition of any charter agreement entered into as a result of this RFP.

After a Finalist is matched by the SRC with a Renaissance School, the Finalist must complete a Renaissance Schools Initiative Charter School Application. (A sample application is attached as Attachment F. The application is under revision and a final application will be released in April 2013.) The Office of Charter Schools will review the Finalist's charter application and make a recommendation to the SRC regarding granting the Respondent a charter to operate the Renaissance School as a charter school. The SRC has sole and final authority over whether to grant a Finalist a charter to operate a Renaissance Charter School.

Any charter agreements, and related performance agreements, resulting from the RFP would commence July 1, 2013 and be for a term of five (5) years. This RFP and a Finalist's proposal in response to this RFP shall be incorporated into and made a part of the charter agreement. The charter agreement will include provisions for regular evaluations by the School District or its designee. The SRC may revoke or not renew a charter for material violations of the charter agreement and any other reasons permitted under applicable law.

The School District reserves the right not to qualify any responder pursuant to this RFP, to cancel this RFP at any time, to reissue this RFP, not to match a Turnaround Team with a Renaissance School, and not to recommend to the SRC to grant a charter. The School District will not be liable whatsoever for any costs or expenses incurred by any responder in connection with the company's preparation of a proposal pursuant to this RFP.

By voluntarily submitting a proposal in response to this RFP, the responder acknowledges all of the terms, provisions, and requirements of this RFP and agrees to abide by those terms, provisions, and requirements with respect to the RFP process, the Turnaround Team selection process, and in the responder's operation of any Renaissance School as a charter school, if selected.

For purposes of this RFP, the terms 'vendors', 'proposers', 'contractors', 'responders', and 'respondents' will be used interchangeably.

II. INTENT

A. *Renaissance Schools Initiative*

The Renaissance Schools Initiative is predicated on the belief that chronically underperforming schools that are not serving the needs of students and families require fundamental change to facilitate transformation of the learning environment. With the goal of dramatically improving the learning environment in these underperforming schools, the School District is pursuing turnaround models including in-district restructuring (Promise Academies) and converting Renaissance Schools into charter schools (Renaissance Charter Schools). (More information about the Renaissance Charter School model is at Attachment A.)

Renaissance Schools will be granted greater degrees of autonomy in school management in exchange for accountability for performance. Schools will be identified as Renaissance Schools based on an assessment of academic performance and growth, school climate, attendance, school leadership, and other relevant factors. Those Renaissance Schools designated for the charter school turnaround model will be matched with Respondents to this RFP who have demonstrated the capabilities and competencies to undertake the substantial challenges of a whole-school turnaround process. Those selected through the RFP process will be designated as Turnaround Teams and will be eligible to be matched with a Renaissance School. Qualification does NOT guarantee an ultimate match with a school.

B. *Renaissance School and Turnaround Team Selection, Matching, and Timeline*

1. Turnaround Team Selection

The RFP requires Respondents to provide a detailed turnaround plan for each type of school the Respondent desires to operate (i.e. elementary, middle, or high school). Each proposal must incorporate all of the Renaissance School Required Elements, which are listed in Attachment E. The Required Elements are designed to ensure that each proposed program addresses the needs of every student at the school and fall into the broad categories of school design, school culture, curriculum and instruction, specialized services, parent engagement, and community engagement. **A Respondent's failure to incorporate all of the Renaissance School Required Elements may result in it being deemed non-responsive to this RFP, in the sole discretion of the School District.**

Furthermore, to be eligible to be selected as a Finalist and potentially matched with a Renaissance School, a Respondent must have successfully led the whole-school turnaround of one or more schools that are similar to the School District's current Renaissance Schools in terms of grade configuration, size, demographics, and urban setting. Successful turnaround, in this context, means significant increases in student academic performance.

2. Charter Agreements

Turnaround Teams who are ultimately selected following the RFP and community engagement matching process must enter into a charter agreement with the School District. The charter agreement generally will follow the School District standard charter agreement but will contain additional language regarding both academic and school climate accountability standards and also the students who would be eligible to attend the Renaissance Charter School. A Renaissance Charter School will be required to serve students currently enrolled in the Renaissance School, as well as those students eligible to attend the school in the future in accordance with the School District's neighborhood attendance zone policy. By virtue of the submission of a proposal, Respondents agree to abide by these academic and school climate accountability standards and enrollment requirements, and agree that these standards and requirements will become part of their charter agreements with the School District.

Details of the charter agreement will be provided to RFP finalists after the community matching process described below. The charter agreements will be presented to each finalist for review prior to execution.

3. Charter School Application

Pursuant to the Charter School Law, and the School Reform Commission's Renaissance Schools Policy (adopted in January 2010), all Respondents who will operate a Renaissance Charter School must also complete and submit a separate Renaissance Schools Initiative Charter Application. The application should be completed and submitted only after a Respondent is formally selected by the School District and approved by the SRC to operate a Renaissance School starting with the 2013-14 school year. A sample Charter Application is included in this RFP as Attachment F. As noted above, the charter application is under revision and a final form of application will be released in April 2013. Respondents must complete and submit one charter application for each school the Respondent proposes to operate as a Renaissance Charter School. In addition, all Respondents selected for to operate a Renaissance Charter School must incorporate a new charter entity as a Pennsylvania nonprofit corporation and provide evidence the entity has applied to the Internal Revenue Service for federal tax exemption.

4. Matching Process

To facilitate community involvement throughout the entire Renaissance Schools turnaround process, school community members will have the opportunity to apply to be part of a School Advisory Council ("SAC"). A SAC will be formed for each Renaissance School. SAC members will serve as liaisons between the School District, communities, and potential Turnaround Teams to ensure that Renaissance Schools offer high quality educational options that are aligned with community needs and interests.

Each SAC will review proposals submitted in response to the RFP and will have the opportunity to meet with all Turnaround Team finalists applicable to its school's grade configuration (i.e., a SAC for an elementary school would have the opportunity to meet with all Turnaround Team finalists that propose to turnaround elementary schools). SACs will also have the opportunity to meet with the SAC(s) of any existing Renaissance Charter Schools operated by Turnaround Team finalists. SACs will evaluate the quality of each Turnaround Team's program to improve academic achievement in specific schools. SACs will also be responsible for engaging the broader community to both solicit feedback and encourage support for the Renaissance Schools initiative. After reviewing finalist proposals, meeting with the prospective Turnaround Teams, and holding community meetings, each SAC will develop match recommendations for the Superintendent. In April 2013, this information will be used by the School District in formalizing school community and Turnaround Team match recommendations to the SRC.

To ensure the integrity of the selection process, Turnaround Teams will be required to comply with ethics and conflict of interest guidelines governing their interactions with SACs. Such guidelines will be provided to those Respondents selected as Finalists.

SACs will also play a role in the transition and ongoing monitoring of Renaissance Charter Schools. This work will include monitoring the fidelity of implementation of the selected Turnaround Team's plan to operate a specific Renaissance Charter School. In addition, SACs will prepare bi-annual reports for the Superintendent detailing each Turnaround Team's success in implementing its plan to raise student achievement levels in the specific Renaissance Charter School. Leadership of each Renaissance Charter School will be required to regularly meet and share information with the SAC once the SRC has granted a charter to the Renaissance Charter School. Additional information on SACs will be provided to RFP finalists.

5. Timeline

In order to meet the goal of opening Year IV Renaissance Schools in August/September 2013, the following timeline has been adopted:

Renaissance Schools Implementation Timeline– Year IV

Activity	Date
Renaissance Charter RFP released	February 1, 2013
Letter of Intent to submit an RFP response due	February 8, 2013
Final RFP questions and information requests due	February 8, 2013
Renaissance Schools announced	February 11, 2013
School Advisory Councils (SACs) constituted	February 11 to March 8, 2013
Vendor Conference	February 12, 2013
RFP responses due	March 5, 2013
Training for SACs	March 8-22, 2013
RFP Finalists announced	March 22, 2013
Matching process between RFP Finalists and SACs	March 22 to April 16, 2013
SACs submit final recommendations to Superintendent	April 16, 2013
SRC votes on matches	Late April/early May 2013
Charter applications due	Late April/early May 2013
SRC votes on charters	May/June 2013
Renaissance Charter School transition phase	May to July, 2013
<i>New Renaissance Charter Schools open</i>	August/September 2013

6. Renaissance Charter Schools Funding Model

Renaissance Charter Schools are authorized by the SRC and are funded by the School District on a per-pupil basis and receive certain IDEA federal grant funds based on enrollment of special education students. Renaissance Charter Schools also may apply for certain federal and state grants that are available to public schools in the Commonwealth of Pennsylvania. Applicants to the RFP are required to develop a budget plan that is fiscally sound and aligned to the charter school design articulated in the RFP. Attachment G of the RFP includes a budget template that must be submitted by each applicant. If an applicant is applying to run more than one type of Renaissance Charter School, separate budgets must be submitted for each type of school (elementary, middle or high school). Respondents are encouraged to complete budget submissions using the characteristics for an "average" Renaissance elementary, middle and high school listed in Attachment G. The School District understands that specific budgets for schools cannot be produced until such time as formal announcements of school matches are made. If a Respondent to this RFP is qualified to meet one or more school communities, it will be asked to modify school budgets to reflect the unique characteristics of those schools. The funding model for

Renaissance Charter Schools is designed to be equitable across schools, and consistent with the School District's current funding formula.

a. Funding Levels for Renaissance Charter Schools

Renaissance Charter Schools will receive a base level per pupil payment that is equal to the School District's per pupil charter school payment. The charter school payment is calculated based on a formula developed by the Pennsylvania Department of Education. The per pupil charter school payment for the current school year (2012-13) is \$8,095.69 for each regular education student and \$19,660.10 for each special education student with an Individualized Education Plan (IEP). The School District will calculate an adjusted per pupil amount for the 2013-14 school year in May 2013 based on the actual School District expenses for the 2011-12 school year. However, for the purpose of submitting budgets for this RFP, applicants should use the current per pupil payment amount to create estimated school budgets for 2013-14. (**NOTE:** These per pupil amounts are **estimates** and should **NOT** be relied upon as actual amounts in the preparation of actual budgets for the 2013-14 school year for a specific school.) The budget template presented in Attachment G provides further guidance for estimating a budget solely for purpose of responding to this RFP.

Renaissance Charter Schools may also receive federal entitlement funds (e.g. Title I, IIA, III) based on the funding formula established by the Pennsylvania Department of Education. Renaissance Charter Schools may also receive a per pupil allocation from the federal IDEA grant for special education students with Individualized Education Plans (IEPs). The total DEA funding a Renaissance Charter School receives each year will be based upon the number of students with IEPs enrolled at the school during the prior fiscal year. The per-pupil IDEA payment for 2012-13 was \$1,423.46. Respondents should use the current IDEA per pupil funding amount to create **estimated** school budgets for the 2013-14 school year.

b. Facilities License Agreement and License Fee

Renaissance Charter School operators will be required to enter into facility license agreements with the School District for the facilities they will use to operate the Renaissance Charter Schools. The facilities will remain the property of the School District. The School District may require that existing education-related programs in the facilities (for example, Head Start programs) continue to operate in their current locations. Renaissance Charter School may not interfere with such existing education-related programs nor the spaces used by such programs.

The School District may require the Renaissance Charter School operator to use building engineering services provided by the School District, for which a fee will be charged as part of a facility license fee. If the School District determines that the Renaissance Charter School operator may secure building engineering services other than through the School District, the operator will be required to utilize a building engineer who has been certified by the City of Philadelphia Department of Licenses and Inspections as a Grade A steam boiler, stationary, and refrigeration engineer, or who has received a comparable credential acceptable to the School District.

The School District may continue to provide utilities (heat, water, electricity) for the facility, for which the Renaissance Charter School will be charged as part of the facility license fee. A charge for any utilities services and building engineering services provided by the School District, certain other costs associated with the facility (for example, ongoing insurance coverage for the facility maintained by the School District), and associated administrative costs, will be incorporated into the facility license agreement as a license fee. The costs for these services may vary for each Renaissance Charter School building. The license fee will be deducted on a monthly basis from the per pupil monthly payment to Renaissance Charter School.

The School District will provide any Respondent chosen to operate a Renaissance Charter School with a breakdown of the license fee for the facility before the parties enter into the license agreement. For the purposes of completing the RFP budget template (Attachment G), the Respondent should budget 15% of base per pupil revenue as an **estimate** for the above services. **Please note that the actual charge for**

these services at a specific Renaissance Charter School will NOT be based on this estimated budget figure.

Renaissance Charter operators must comply with building codes, mechanical system certifications, and related inspections including, but not limited to, those related to: fire alarm, emergency lighting, emergency generator, kitchen fire suppression, wet and dry standpipe, sprinkler system, fire pump, backflow preventor, elevator visual and weight testing, boiler, and pressure vessels.

Renaissance Charter School facilities will continue to be subject to the Comprehensive Evaluation of Buildings (CBE) survey performed by the School District's Facilities Management department. The CBE survey is used by Facilities Management to assess School District facilities on a regular basis and identify any building system deficiencies requiring corrective action. Renaissance Charter School operators will be notified of any such building system deficiencies requiring corrective action. If timely corrective action is not taken by the operator, the School District reserves the right to correct the system deficiency and bill the cost to the operator.

The Renaissance Charter School operator may not make improvements (structural or otherwise) to the facility without submitting plans for such improvements to the School District's Capital Programs and Facilities and Operations offices and obtaining the written consent of the School District prior to commencing such improvements. The cost of any such improvements will be borne exclusively by the Renaissance Charter School operator. The School District may charge a usage fee for any furniture or equipment that the School District and Renaissance Charter School operator mutually agree will remain in the facility during the term of the charter.

Renaissance Charter Schools may contract with the School District to receive student food services. The School District will provide transportation for students at the Renaissance Charter School in accordance with the transportation provided for charter school students pursuant to the Charter School Law, Pennsylvania Department of Education guidance, and the School District's Transportation Policy.

A summary of the charter funding formula is presented in Table 1 below.

Table 1: Charter School Payment for Renaissance Schools (for use **only** in creating **estimated** budgets for the 2013-14 school year)

Funding Source	Amount
Base per pupil allocation, Regular Education (estimated)	\$8,095.69
Base per pupil allocation, Special Education (estimated)	\$19,660.10
Federal entitlement funds (e.g. Title I, Title IIA, Title III)	<i>As determined by PDE distribution guidelines</i>
IDEA per pupil allocation, Special Education Students	\$1,423.46
(Minus) Facility Maintenance and Upkeep Expenses	TBD (assume 15% of base per pupil for RFP estimated budget)

C. Renaissance School Accountability Framework and Required Elements

1. Accountability

The Renaissance Schools initiative seeks to achieve dramatic improvements in schools by offering increased autonomy in exchange for increased accountability. As a result of the autonomy granted to the Renaissance Charter Schools, the School District expects to see dramatic gains in student achievement. Each Renaissance Charter School will be held to a charter agreement that clearly states academic and school climate accountability and growth targets for the school over a five-year period. Throughout the

five-year term of the charter, the School District will continually monitor the progress and performance at the Renaissance Charter School.

The School District will utilize a common accountability framework as the basis for evaluating the performance of Renaissance Charter Schools. The accountability framework will encompass the following performance measures:

- **Ranking being developed by the School District (and to be approved by the SRC) equivalent to the School Performance Index (SPI)** and to be based upon indicators that include both student academic performance and related school quality measures
- **Student enrollment and retention** indicators to monitor the extent to which the Renaissance School is effectively serving the neighborhood community
- **School operational** indicators to evaluate school climate and to ensure compliance with regulations related to Special Education and English Language Learners
- **Comprehensive charter renewal review** to provide rigorous qualitative measures of school quality and to ensure compliance with the Renaissance School design

The School District may require ongoing reporting by the Renaissance Charter Schools related to these indicators, as well as to the school's organizational and financial health. For example, existing Renaissance Charter Schools are required to submit monthly data, due by the fifth day of the following month, regarding average daily attendance, in-school suspensions, out-of-school suspensions, and serious incidents. Additional areas of reporting may include, but are not limited to, student-level performance data, expulsions, changes in program and placement for students with disabilities, and withdrawal/transfers involving students with disabilities. Failure to timely provide required information is cause for review and potential intervention, including revocation or non-renewal of the charter.

a. School Performance Indicators

The School District is in the process of designing a new performance ranking that will replace the previously used School Performance Index (SPI), which was a combination of key measures that evaluated how a school was performing relative to all School District schools and relative to similar schools. This new ranking will serve as the primary indicator for evaluating the academic success of Renaissance Charter Schools and for making decision about the continuation of their charters.

The School District will establish performance targets for each Renaissance Charter School utilizing the new ranking system. Any Renaissance Charter School charter agreements entered pursuant to this RFP will require schools to reach a specified performance level in four years (i.e., by summer 2016) and also to meet annual targets that correspond to progressive improvements on the new ranking. If a Renaissance Charter School does not meet its Year 4 target on the ranking, or fails to meet its annual target on the ranking for two consecutive years, upon recommendation of the School District, the SRC may revoke or not renew a charter in accordance with Charter School Law.

The new performance ranking and the specific performance targets for the Year IV Renaissance Charter Schools will be made available to Respondents prior to the SRC voting on matches between RFP Finalists and Renaissance Schools.

b. Student Enrollment and Retention

The primary goal of the Renaissance School Initiative is to provide dramatically improved educational opportunities for the same students who currently attend a failing school, and to provide a high quality neighborhood school for all students living in the school catchment area. The School District will establish the following accountability metrics for student enrollment and retention in Renaissance Schools.

1. **Percent of neighborhood students attending the school.** The School District will establish a 2-year baseline average for school years 2010-11 and 2011-12 that calculates percentage of school age children in the neighborhood that attended the Renaissance Charter School. During the first four years of its charter term the Renaissance Charter School must meet or increase the percentage of neighborhood children attending the school. Failure to meet thresholds for two consecutive years is cause for review and potential intervention, including revocation or non-renewal of the charter. In addition, should a Renaissance Charter School reach its enrollment cap during the term of the charter, a sub-metric will be evaluated based on the number of students enrolled who live in the attendance zone boundary divided by the enrollment cap of the school.
2. **Percent of students retained from previous year (*Year-to-Year Student Retention*).** The School District will establish a 2-year baseline average for school years 2010-11 and 2011-12 that calculates percentage of eligible students that returned to the school after attending during the preceding school year. During the first four years of its charter term the Renaissance Charter School must meet or exceed the year-to-year student retention rate. Failure to meet the threshold for two consecutive years is cause for review and potential intervention, including revocation or non-renewal of the charter.
3. **Percent of students that transfer out of the school during the year (*Within-Year Student Retention*).** The School District will establish a 2-year baseline average for school years 2010-11 and 2011-12 that calculates percentage of students that transferred out during the school year for reasons other than a change of address. During the first four years of its charter term, the Renaissance Charter School must meet or decrease the percentage of student transfers during the school year. Failure to meet thresholds for two consecutive years is cause for review and potential intervention, including revocation or non-renewal of the charter.

c. School Operational Indicators

The School District will track the following school operational indicators in order to provide quantitative measures of school climate and to ensure compliance with regulations related to Special Education and English Language Learners.

1. **Rate of violent incidents at the school.** The School District will evaluate the per pupil rate of violent incidents during each school year. The rate of violent incidents at the Renaissance Charter School should not exceed the school's 2-year baseline average for school years 2010-11 and 2011-12, as defined by the School District's Office of Climate and Safety, nor should the school be determined to be a Persistently Dangerous School by the Pennsylvania Department of Education. Incidents exceeding either threshold for two consecutive years will be cause for review and potential intervention, including revocation or non-renewal of the charter.
2. **Special Education Compliance.** The School District will evaluate the number of students who have valid IEPs on November 30th of each year in each Renaissance Charter School. "Having a valid IEP" means that the IEP is in compliance with all prescribed timelines for necessary annual renewal and that the services required under the IEP are being provided or have been declined by the student's parent, as evidenced by a signed NOREP. Promptness of three-year re-evaluations is not included in this indicator. Renaissance Charter Schools should achieve a 100% Special Education compliance rate each year. Failure to meet this compliance rate for two consecutive years is cause for review and potential intervention, including revocation or non-renewal of the charter.
3. **English Language Learner Compliance.** The School District will evaluate the extent to which Renaissance Charter Schools are providing appropriate services and supports for students designated with Limited English Proficiency (LEP). English Language Learner compliance will be based on the percentage of students making a gain of no less than 0.6 on the ACCESS exam per the Pennsylvania Department of Education's Standard AMAO-1. Failure to meet the minimum threshold for two consecutive years will be cause for review and potential intervention, including revocation or non-renewal of the charter.

d. Comprehensive Charter Renewal Review

The Comprehensive Charter Renewal Review will measure the capacity of school leadership, the climate and professional culture of the school, the quality of current instruction and assessment, the delivery of appropriate and meaningful services to English Language Learner and special education students, the presence of effective partnerships with parents and community resources, and the extent to which the Renaissance Charter School is implementing its planned school design. The results from Renaissance School Reviews will provide evidence to support decisions related to charter renewal, non-renewal, and revocation.

The Comprehensive Charter Renewal Review will focus on the following topics:

1. Mission and culture of high expectations: Does the school exhibit high expectations for student achievement and well-being?
2. Organizational leadership and school management: Is the school well-organized and managed to execute critical changes?
3. Instructional leadership: Does leadership provide instructional oversight and implement strategies to improve teaching and learning?
4. Instruction and Assessment: Do classroom instructional practices and the use of assessment data meet the needs of students?
5. Professional learning culture: Does the school build strong relationships and sharing of practices?
6. Supports for students: Do services, programs, and partnerships support student success and well-being, including for English Language Learners and special education students?
7. Safety and classroom management: Does the school provide a safe and orderly climate in support of learning?
8. Community and parent engagement: Does the school engage parents and community resources in support of student success?

Table 3: Summary of Renaissance Charter School Accountability Metrics

Metric Category	Description	Evaluation Criteria
School performance ranking being developed by the School District and to be approved by the SRC, equivalent to the School Performance Index (SPI)	Combination of key academic outcome and related school quality measures that evaluate how a school is performing relative to all School District schools. This indicator will serve as the primary one for evaluating the success of Renaissance Charter Schools, and for making decision about the continuation of charters.	Calculated annually Failure to meet the Year 4 target, or failure to meet annual target for two consecutive years, is cause for intervention and possible revocation or non-renewal.
Student Enrollment and Retention	Three separate measures will evaluate the extent to which the school is serving the neighborhood catchment area and effectively attracting and retaining students.	Calculated annually Failure to meet targets for two consecutive years is cause for intervention and possible revocation or non-renewal.
School Operational Indicators	Three separate measures will evaluate violent incidents, compliance with	Calculated annually

	regulations related to Special Education, and compliance with regulations related to English Language Learners.	Failure to meet targets for two consecutive years is cause for intervention and possible revocation or non-renewal.
Comprehensive Charter Renewal Review	Based on school visit, document review, and stakeholder input	The review provides evidence to support decisions related to charter renewal, non-renewal, and revocation

e. Interventions for Underperforming Renaissance Charter Schools

If a Renaissance Charter School fails to meet any targets for school performance, student retention and enrollment, or operational indicators, the School District may intervene and/or make a recommendation to the SRC to revoke/non-renew the charter. Potential interventions may include, but are not limited to:

- Require school leadership team to submit a revised School Improvement Plan that includes detailed plans to address missed performance targets.
- Replace the school principal, or other school leader(s)
- Implement school improvement strategies identified in the Renaissance School Review findings
- Establish additional monitoring and reporting requirements to oversee school improvement efforts

f. Ongoing Cooperation with School Advisory Councils

Each Turnaround Team must agree to work with, and address the concerns of, the School Advisory Council (SAC) for the Renaissance School during the Term of the charter. In addition, the SRC may revoke or not renew the charter if the SAC provides to the Superintendent a recommendation, by a majority vote of SAC members, that the SAC is not satisfied with the performance of the Renaissance Charter School or wants the school to return to School District management at the end of the initial five-year term of the charter. A SAC recommendation shall articulate the reasons for such dissatisfaction or readiness to return the Renaissance Charter School to the School District.

During the last year of the charter term, a comprehensive review will be conducted, including a comprehensive review of all accountability metrics included in the Renaissance Charter School agreement, to assess whether the terms of the charter agreement have been achieved. If the review determines that the Renaissance Charter School has fulfilled the terms of its charter agreement and has demonstrated that it has successfully adhered to its initial proposal, the charter school will drop its Renaissance designation. The charter school will maintain its autonomies and design but will no longer be subject to the additional monitoring, and will instead be measured by the School District-wide accountability system. The charter school will also be required to demonstrate parental support of the school design and program to maintain operation of the charter school in its then current form.

The SRC may revoke or non-renew the charter in accordance with the Charter School Law, including without limitation, if the terms of the charter agreement are not satisfactorily upheld, including the specific accountability metrics established for Renaissance Charter Schools.

2. Student Enrollment and Retention

As noted above, the primary goal of the Renaissance School Initiative is to provide dramatically improved educational opportunities for the same students who currently attend a failing school, and to provide a high quality neighborhood school for all students living in the school catchment area. To that end, in addition to the student enrollment and retention requirements set forth above in the accountability section, enrollment policies at Renaissance Charter Schools must include the following components:

- Seats must be held open through the first two weeks of school in 2013-14 for students who were enrolled at the Renaissance School in the School Computer Network (SCN) as of June 30, 2013. After the first week of the 2013-14 school year, the Renaissance Charter School may enroll students up to its enrollment cap pursuant to the enrollment and admissions process set forth in its charter agreement.
- Renaissance Charter Schools must give a preference to students from within the neighborhood catchment area who are being displaced from their prior schools as a result of the Facilities Master Plan over students with any other preferences (for example, a preference for an out-of-catchment-area sibling of a current student).
- Renaissance Charter Schools are required to share both student-specific and aggregate information about their waiting lists with the School District.
- When a student attempts to register at a Renaissance Charter School and is unable to enroll because the school is at its enrollment cap, the school must provide the student with documentation of his/her attempted registration, date of placement on the school's waiting list, and number on the waiting list.
- In any instance where expulsion is being contemplated as a disciplinary response, or withdrawal is being proposed in lieu of expulsion, the Renaissance Charter School shall provide the student and his/her parents with a copy of the School District Code of Student Conduct, written documentation of subsequent steps in the disciplinary process, and information about how to appeal the proposed expulsion.
- Renaissance Charter Schools are required to issue NOREPS to and provide procedural safeguards for all parents of students with disabilities for whom: (a) expulsion is being contemplated as a disciplinary response; (b) withdrawal from the program is being proposed; (c) there is any change in program location; or (d) there is a placement change.
- Renaissance Charter Schools are required to provide students who withdraw or are expelled from the school with a copy of the student's records ("pupil pockets"). Renaissance Charter Schools will be required to implement a student records maintenance policy that has been approved by the School District.

3. Special Education Students

Renaissance Charter Schools must continue to meet the academic and behavioral needs of all special education and mentally gifted students, as provided for in the students' Individualized Education Programs (IEPs). Specifically, Renaissance Charter School turnaround teams will be responsible for (i) identification of special education students ("child-find"), (ii) evaluation and re-evaluation of student disabilities and special education needs, (iii) IEP implementation and program delivery, and (iv) all reporting and service management duties, to ensure that each special education student receives a free, appropriate public education with oversight, monitoring, and procedural compliance with all applicable laws, federal orders, and consent decrees (e.g., LeGare, T.B., Gaskins).

Each Respondent to the RFP must articulate a plan to meet the needs of all special education students in a school, including the needs of students with disabilities who are supported in Special Education Regional Programs (see below). Although student enrollment levels in these programs may vary from year to year, RFP Respondents should plan for enrollment levels in future school years that are comparable to current enrollment levels expect that, for the Special Education Placement Programs, Respondents should plan for enrollment levels that are at the legal case load limits for these programs. In responding to this RFP, Respondents should describe in detail how they would serve special education populations that may be present in schools including those programs requiring additional supports for students with multiple disabilities, intellectual disabilities, and autism-

a. Special Education Regional Programs

Several of the Renaissance Schools may currently operate Special Education Regional Programs that provide special education supports to students that require autistic support (AS), life skills support (LSS), and multiple disability support (MDS) programs. Due to the unique needs of these student populations, the School District has established these Programs in specific schools throughout the city that serve as regional sites for students with these disabilities and service needs.

Renaissance Charter School Turnaround Teams must continue to provide all necessary services for these student populations. The School District will maintain the right to offer the Renaissance Charter School programs to parents of these students as an option according to existing protocols for age range, geographic proximity to student's home, and disability type and/or IEP service need. Parents of these students must choose to enroll in the Renaissance Charter School. This placement process will be set forth in the charter agreement with the Renaissance Charter School. Student enrollment in each Special Education Regional Program in each school will be limited to specific capacity limits, consistent with the legal case load requirements, and separate and distinct from any enrollment capacity provisions as may be set forth herein.

b. Transition and Management of Special Education Services in Renaissance Schools

The following key points should be considered in the transition and management of special education services in Renaissance Charter Schools:

- Special education programming will remain in Renaissance Schools, including the Special Education Regional Programs described above.
- Regardless of potential changes in the teacher or support staff in the building, all students will continue to receive services that support the student development goals in their IEPs.
- Renaissance Charter Schools are required to provide and fund all services that support the student development goals in the IEPs of students who enroll in the Renaissance Charter School.
- Renaissance Charter Schools will render services for each student with special education needs in a manner that is consistent with all laws and regulations relating to the education of students with disabilities including, but not limited to, the provision of research-based interventions and the provision of supports and services in the least restrictive environment that is appropriate to the individual student and his/her needs.
- The School District will maintain the right to offer to parents of out-of-catchment-area students the option to enroll in Special Education Regional Programs in Renaissance Charter Schools according to clear protocols (i.e., age range, disability type, and/or IEP service need), and the School District will maintain responsibility for any transportation needs identified in the IEPs of these out-of-catchment-area students.
- Renaissance Schools with Special Education Regional Programs shall be required to “grow-a-grade” so as to ensure that all students enrolled in such programs continue to have access to program services at the school throughout the school’s grade-span.
- Renaissance Charter Schools with Special Education Regional Programs may be subject to special enrollment limit provisions that ensure that the schools are able to enroll students in such programs up to legal case load limits.
- Renaissance Charter Schools with Special Education Regional Programs will coordinate with the School District’s Office of Specialized Services (OSS) to enable OSS to perform school visits of reasonable scope and frequency.
- In accordance with the Pennsylvania Public School Code, Renaissance Charter Schools will be responsible for managing and funding litigation and compensatory education for special education claims.

- At the School District's discretion, any existing Extended School Year (ESY) program at Renaissance Charter Schools will remain a School District program that is staffed and managed by the Office of Specialized Services during the summer months. The School District will retain the right to utilize the Renaissance Charter School facility for the ESY program and will coordinate with the Renaissance Charter School regarding program logistics.
- In the event a Renaissance Charter School determines that a student needs an out-of-School District placement at an approved private school (APS), the charter school will be responsible for all costs associated with the placement.
- If a Renaissance Charter School determines that a student in the highest grade of the school needs a more restrictive environment, the charter school will provide the School District and OSS the opportunity to meet and discuss the potential out-of-School District placement recommendation prior any such recommendation being made or codified in an IEP.

III. ANTI-DISCRIMINATION POLICY

It is the policy of the District acting through and by the School Reform Commission (the "SRC") to ensure equal opportunity in all contracts let by the District (the "Contracts"). In light of this policy, the District has adopted this Anti-discrimination Policy (the "Policy") which is applicable to all Contracts, including but not limited to, Contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the District or its contractors, assignees, lessees and licensees (the "Facilities"); Contracts for professional services and Contracts for the purchase of goods, services, supplies and equipment for the District and the Facilities. The objective of the Policy is the promotion of prime contract and subcontract opportunities for minority and woman-owned business enterprises ("M/W/BEs") that are approved by the District or they are certified by the Office of Economic Opportunity ("OEO") of the City of Philadelphia, Southeastern Pennsylvania Transportation Authority ("SEPTA") or any other certifying agency designated by the District in its discretion.

The fundamental requirement of the Policy is that all contractors, vendors and consultants, who contract with the District (the "Contractors"), satisfy the District that they will: (i) not discriminate against any person in regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability; and (ii) provide a full and fair opportunity for the participation of M/W/BEs in Contracts. Contractors must demonstrate that the participation of M/W/BEs is "meaningful and substantial" in all phases of a Contract under criteria adopted by the District. "Meaningful and substantial" shall be interpreted by the District as meaning the range of participation that reflects the availability of bona fide M/W/BEs in the Philadelphia Metropolitan Statistical Area. Participation shall be measured in terms of the actual dollars received by M/W/BEs.

"Minority" as used in this Policy, means Black American (all persons having origins in any of the Black African racial groups); Hispanic/Latino American (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin); Asian Pacific Island American (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and Native American (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A. Procedures for Implementation

1. Articulation of the Policy, Staffing and Reporting

The Office of General Counsel and Office of Small Business Development will develop language to be included in the RFP which clearly sets forth the objective of the Policy (the "Solicitation Language"). District employees shall include the Solicitation Language in all RFPs. The Policy shall be articulated to the public in general, and to each Contractor, assignee, lessee or licensee doing business with the District.

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

2. Promotion of M/W/BEs

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

3. Contracting Requirements

Prior to the dissemination of any RFPs or public solicitation (the "Solicitation"), the District shall determine the projected range of M/W/BE participation in the area to be solicited (the "Participation Range"), and may include this information, along with the names and addresses of bona fide M/W/BEs that are available for contracting or joint-venture opportunities with the Solicitation. Each respondent shall be required to submit: (i) a plan with its proposal which meets the Participation Range set forth in the Solicitation and which lists the names, addresses, dollar amounts and scope of work to be performed by M/W/BEs (the "Participation Plan"); or (ii) a brief narrative explaining its reasons for not submitting a Plan which meets the Participation Range set forth in the Solicitation. Submission of the Participation Plan is an element of responsiveness and failure to submit a completed Participation Plan or a narrative explaining the reasons that the Participation Ranges could not be met may result in the rejection of a proposal.

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

4. Sanctions

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

IV. RANGE OF PARTICIPATION

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

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

This RFP is issued under the Anti-Discrimination Policy adopted by the School Reform Commission on March 12, 2003. A fundamental requirement of the Policy is that all contractors, vendors

and consultants who contract with the District provide a full and fair opportunity for the participation of Minority and Woman-Owned firms (MWBEs) in the performance of the contract. Ranges of participation have been established that represent meaningful and substantial participation for this contract based upon the availability of bona fide MWBE firms in the Philadelphia Metropolitan Statistical Area. The range of participation for this RFP is:

MWBE Range: 5% to 10%

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

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

V. 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 MARCH 5, 2013 or they will be deemed non-responsive. Failure to meet this deadline will result in immediate disqualification.
- Completed M/WBE Participation Plan form with original signatures from all subcontractors. Failure to meet this requirement will result in immediate disqualification.
- The Office of Procurement Services' Signature Page must be completed and returned, signed in the space provided by a person who is authorized to legally obligate your organization. Failure to meet this requirement will result in immediate disqualification.
- Proposals must be delivered in sealed packages and permanently marked as per the requirements in the RFP.
- Your submission must include an "ORIGINAL," SIX (6) COMPACT DISCS 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.
- The budget template, which is available from jrischow@philasd.org

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

VI. GENERAL INSTRUCTIONS AND INFORMATION

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

<u>Event</u>	<u>Date/Time</u>
• Vendor Conference (Room 1075 “Franklin”)	February 12, 2013 at 9 a.m.
• Due Date for Submission of Proposals	March 5, 2013, 11:00 a.m. EST
• Oral Presentations	March 11-18, 2013 (tentative)
• Anticipated Date of SRC Approval	Late April/early May 2013
• Anticipated Date of Commencement of Services	July 1, 2013

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
TUESDAY, FEBRUARY 12, 2013
CONFERENCE ROOM 1075 (FRANKLIN) @ 9:00 a.m.

The purpose of the Vendor Conference is to:

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

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

Vendors may submit written questions until **12:00 Noon Friday, February 8, 2013**. The Office of Procurement Services (OPS) will respond directly to questions deemed to be procedural in nature. All other questions, along with responses drafted by the RFP's program office, will be compiled and read and/or distributed at the scheduled vendor conference. This compilation will subsequently be included in an addendum for release as soon as possible following the vendor conference. Release shall be in the form of a posting to the OPS web site (by adding the addendum text to the existing RFP document) and simultaneous emailing to all parties having downloaded the RFP from that site as of the release of the addendum.

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 B. 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, 3rd Floor
Philadelphia, Pennsylvania 19130

To be considered timely, proposals must arrive at the Customer Service Desk, Office of Procurement Services Education Center, 3rd Floor Suite 302, Philadelphia PA 19130, by 11:00 AM 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.

Vendors shall submit one (1) original and **twelve (12)** 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 no later than 12:00 Noon Friday, February 8, 2013,** inquiries received after this date and time will be addressed only if they are deemed by the Office of Procurement Services to be critical to the competitive selection process. Responses to all questions and inquiries received by the District will be provided to all prospective respondents who received the original RFP and to all other organizations who request such responses in writing. **From the date of the release of this RFP to the date of authorization to contract, there shall be no communication concerning this RFP between any prospective respondents and/or their agent(s) with any District staff or District representatives except as provided for in the RFP. Communication with District staff or representatives is expressly prohibited. Any communication in violation of this provision will not be binding on the District, and violation of this provision by any prospective respondent and/or its agent shall be grounds for immediate disqualification.**

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

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

F. Proposal Format and Content. To expedite the evaluation of the proposal, the District requires that all Vendors organize their Proposals as described in this section. Proposals must be keyed to this format using the same numbering and headings. Each item must be addressed in the sequence shown

below. Further breakdown of this format is permitted if required by the Vendor to present items in a more detailed manner or to enhance the understanding of the proposal. Proposals must be submitted on 8-1/2" x 11" paper. Proposals should be prepared simply and concisely with precise and clear presentations. In addition, it is recommended that vendors submit a copy of their proposal on a diskette in MS Word format.

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

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

1. Vendor Organization

This section of the proposal shall include the following:

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

2. Financial Data

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

3. Subcontractor Data

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

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

H. Formal Contract Required. A respondent selected to enter into contract negotiations will be expected to enter into a formal written contract with the District that contains the District's standard terms and conditions. As part of the contract, a respondent will be expected to provide criminal background and

child abuse checks for all personnel that will be in direct contact with District students. In addition, a successful respondent will be expected to provide evidence of adequate insurance coverage.

It is anticipated that the contract with the successful respondent will run from **July 1, 2013 until June 30, 2018**. Conditions for payment will be set forth in the final contract. The District reserves the right to extend contracts on a year-to-year basis.

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

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

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

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

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

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

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

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

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

VII. PROPOSAL SUBSTANCE, EVALUATION PROCESS, EVALUATION CRITERIA

A. Overview

This section of the RFP sets forth the criteria a Respondent must demonstrate in order to be selected as a Finalist, meet with School Advisory Councils, and, thereafter, potentially be granted a charter to operate one of the Renaissance Schools for a five-year term. The School District reserves the right to investigate and verify any of the representations and information provided in a Proposal Submittal.

In the School District's sole discretion, a Respondent may be eliminated from further consideration if the School District determines, in its sole and reasonable judgment, that the Respondent has made any material misrepresentations or misstatements with respect to any of information contained in its Proposal Submittal.

B. Goals of the Proposal

The aim of the Renaissance Schools RFP process is to find the most talented and qualified individuals or organizations to bring whole-school change to failing schools in order to produce the greatest increases in student achievement. This RFP seeks organizations with the capacity and proven track record of student success who can also demonstrate detailed, evidenced-based strategies and plans for the turnaround of a Renaissance School or Schools.

The proposal must be able to demonstrate with supporting evidence and data that the Turnaround Team is capable of turning around the specific types of schools, taking full responsibility for managing all aspects of the school(s), and that the approach proposed addresses the needs of **all** students in the school.

No RFP response will be selected as a finalist that does not clearly identify a school(s) that the Respondent has **successfully** turned around and **directly** operated within the past five years that is similar to the School District's current Renaissance Schools in terms of grade configuration, size, demographics, and urban setting. Furthermore, the Respondent must explicitly identify **any** school(s) that the Respondent has directly operated within the past five years that has not been successful in serving student populations similar to those in the School District's current Renaissance Schools. **Failure to disclose such information will result in the disqualification of the proposal submittal.**

Respondents are expected to provide responses to all sections of the Project Narrative below. The responses to the Project Narrative section will form the basis for evaluation of the proposal. As such, responses to each of the sections should be crafted to demonstrate the Turnaround Team's ability to do the proposed work in the timeframe set forth. Responses should be specific, evidence based, and include specific data and examples where applicable.

In addition to submitting responses to the Project Narrative, Respondents are also required to submit a Cover Letter and an Executive Summary, which are described in Attachments B and C, respectively.

C. Project Narrative Questions

Responses to this RFP must concisely, clearly, and accurately respond to every question in this subsection. Responses must be specific and include any relevant information that would assist the School District in making informed decisions about which Respondents to select as RFP finalists. Furthermore, Respondents may not exclude any information from responses that would assist the School District in making a decision not to select a Respondent as an RFP finalist.

Responses to questions below must provide answers for a particular type of Renaissance School(s) that the proposer is interested in operating (i.e. elementary, middle, or high school). The School District will consider proposals based on the merits of the responses to the below questions and the experience of

the Respondent in **directly** operating and successfully turning around urban schools that closely resemble the School District's current Renaissance Schools. In some cases, RFP finalists may be asked to meet with multiple School Advisory Councils and to consider serving as a Turnaround Team at multiple Renaissance Schools. Final matches will be by the School District at its sole discretion.

Respondents to this RFP must understand that they will be disqualified from consideration if they do not provide answers to questions that clearly explain how the Respondent will successfully manage a Renaissance School. In this context, "manage" means that the Respondent is the entity that will take full responsibility for managing all operational and academic aspects of a Renaissance School. **This RFP is not to be completed by Respondents that cannot identify how they will operate a Renaissance School or who would not directly oversee the operation of a Renaissance School.**

Responses to the project narrative questions below may not exceed seventy (70) pages in total. The page lengths for individual sections set forth below are intended only as recommended guidelines.

Section 1: Organization's Mission and Capacity (6 pages)

- 1. Mission:** State the mission of the proposed school. The mission should be aligned with the principles set forth in the Pennsylvania Charter School Law. Articulate clear guiding purposes and priorities that are meaningful, measurable, attainable, and focused on the goal of improving student outcomes. Describe how the mission will be integrated into all aspects of the proposed school elements.
- 2. Organizational Profile:** Provide a brief profile of your organization's educational philosophy, organizational history (if applicable), expertise, and number of years involved in K-12 education or related fields, particularly in working with failing schools in urban settings.
- 3. Turnaround Capacity:**
 - a. Briefly describe your organization's capacity to undertake the turnaround of a Renaissance School(s), including (if applicable) your capacity to potentially undertake the turnaround of a feeder pattern of schools across the full span of grade configurations.
 - b. Detail your organization's past experience turning around one or more schools.
 - c. Highlight the experience, networks, or affiliations that make your organization uniquely qualified to undertake school turnaround work.
 - d. Complete **Attachment D**, which requires your organization to highlight data indicating it has a "proven track record" of turning around schools similar to the current Renaissance Schools. Please also provide information as required in Attachment D that highlights schools your organization has operated in the past five years that **have not** been successful in delivering high levels of student achievement.
 - e. Highlight reasons why the organization will have success improving student achievement in a Renaissance School(s).
 - f. Identify the key members of the design team for the proposed school. Include, as attachments, full names, resumes, biographies, and two professional references providing evidence of their qualifications and capacity to design a successful turnaround school.
 - g. Describe how this initiative fits into your organization's strategic plan. Detail provisions that have been made to allow your organization to operate an additional school or schools. Be sure to highlight plans and evidence of capacity for staffing (including school leaders and teachers) and operations.

Section 2: Curriculum (15 pages)

NOTE: All Renaissance School designs must incorporate all of the elements found in Attachment E – Renaissance Schools Required Elements.

1. **School Type:** Identify the specific type of Renaissance School(s) you are seeking to operate (i.e., elementary, middle, or high school).
2. **Curriculum Map and Summary:**
 - a. Describe the educational program of the school, providing an overview of curriculum goals, objectives, content, and instructional methods in each subject area for each grade, as well as a description of how the curriculum aligns with Chapter 4 of the Public School Code requirements. Describe how the educational program will be assessed on an ongoing basis.
 - b. Describe how the school design incorporates the Renaissance School required elements and clearly illustrate how the proposed school design/program will lead to dramatic improvements in the academic performance of all students in the school.
 - i. Describe the foreign language options that will be offered as a part of the proposed curriculum (all schools must provide at least one world language in addition to English).
3. **Track Record of Proposed Curriculum:** Describe how and why the curriculum was selected and how it is aligned to the school's mission. Present evidence that the proposed educational program is researched based and has been or will be rigorous, engaging and effective for the anticipated student population. If evidence of effectiveness in other schools serving similar populations is not available, explain why the proposed program is likely to succeed with your targeted population.
4. **Ongoing Monitoring of Curriculum:** Describe how the effectiveness of the proposed curriculum will be measured. Describe how this data will be incorporated into the decision making of the school leadership team.
5. **Remediation, Accelerated Learning and Specialized Instruction:**
 - a. Articulate how the curriculum/educational program of the proposed school will meet the needs of all enrolled students, including students with special education needs (including high- and low-incidence) and disabilities, English Language Learners (ELL) students, homeless students, gifted students, and students who are not performing at grade level. Provide details including, but not limited to, course scope and sequence, daily schedule, staffing plan, and available student supports. Describe the school's programs or strategies to address student mental, emotional, and social development and health.
 - b. Detail how the school will monitor the success of IEP and ELL students, including monitoring progress, exiting students from the services, and providing ongoing monitoring of students who exit services such as ELL.
 - c. Explain how the school will utilize Response to Intervention (RTI) and how the school will monitor the progress and success of students with special needs.
 - d. Explain the teaching methods that will be implemented to ensure differentiated instruction is provided for students who are struggling or students who are Gifted/Talented.
6. **Promotion and Graduation:**

- a. Explain the school's policies and standards for promoting students from one grade to the next and how these requirements will be communicated to parents and students. Provide exit standards for graduating students. Exit standards should clearly set forth what students in the last grade you anticipate serving will know and be able to do.
- b. **High Schools:** Explain how your graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce). Describe your minimum course credit requirements and how they will be distributed across subjects and across grades. Note how many credits will be required to be promoted from one grade to the next. (Note: The School District requires a minimum of 23.5 credit hours that schools have the autonomy to distribute across subjects to earn a Diploma.)

7. Drop-out Prevention and Supports for Students Behind Grade Level:

- a. Explain what systems and structures the school will implement for students at risk of dropping out of high school or not meeting the proposed graduation criteria within the four-year cohort (i.e., credit recovery, etc.) (See http://www.education.state.pa.us/portal/server.pt/community/pennsylvania_department_of_education/7237/info/757639 for more information on four-year Cohort Rate.)
- b. For high schools, describe how the school will serve students who may be over aged or under credited in terms of graduation from high school.
- c. For elementary and middle schools, specifically describe how the school will support students who are behind grade level in learning.

Section 3: Performance Framework and School-wide Data (9 pages)

1. Goals and Metrics:

- a. Describe the proposed school's clear, quantifiable educational goals and metrics for the five-year term of the charter **including, but not limited to, the performance targets established by the School District for the Year IV Renaissance Initiative**. Detail how these metrics will be used to monitor progress and impact corrective actions.
- b. State the annual academic performance goals for your proposed charter school that reflect "No Child Left Behind", address Adequate Yearly Progress (AYP) targets of the Pennsylvania System of School Assessment (PSSA), and identify any other measures or assessments (both formative and summative) you will use measure academic success.
- c. Provide a complete set of the minimum school-wide and grade level academic standards. Describe the skills and knowledge each student will be expected to attain by the end of each year.
- d. Explain how the school will measure and evaluate academic progress of individual students, student cohorts, and the school as whole throughout the year, at the end of each academic year, and for the term of the charter. Explain how these assessments align with the school's mission, curriculum, performance goals, and state standards.
- e. Describe how frequently the school will collect and analyze longitudinal student academic achievement data, use the data to refine and improve instruction, and report data to the school community.
- f. Describe the corrective actions the school will take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, or individual student level.

Explain what would trigger such corrective actions and who would be responsible for implementing them.

2. **Data-Driven Programs and Instruction:** Describe how the school will use multiple sources of data to self-assess and design necessary reforms. Describe a comprehensive system to review data, including achievement and behavior/suspension data, to inform instruction and needed supports. Describe how the school will train staff on the use of student data to drive instruction.
3. **Quality Control and Decision Making:**
 - a. Describe the process through which school administrators and teachers will review state standardized tests, and other interim and/or annual standards/assessments, to facilitate data-driven decision making. Detail how data will help teachers to better serve students who are falling behind and/or students who require additional rigor.
 - b. Provide a framework for the instructional design proposed that is aligned with the needs of the school's target population and will ensure all students meet or exceed minimum performance outcomes that are aligned with the Pennsylvania Standards Aligned System. Information on the Pennsylvania Standards Aligned System is available at: <http://www.pdesas.org/Standard/Views>.
4. **Communication with Parents/Stakeholders:**
 - a. Describe what indicators and information will be reported to parents regarding the individual progress of their children and how this information will be disseminated.
 - b. Detail the school's plan for reviewing parent complaints, concerns, and questions regarding the school's progress toward its goals as they arise during the school year.
 - c. Describe how school-level progress on both academic and non-academic goals will be communicated to stakeholders (parents, community, students, and employees).
 - d. Describe how parents, students, and community members will be involved in regard to staff performance and progress towards goals.

Section 4: School Culture and Climate (9 pages)

1. **School Calendar:** Attach a copy of the school calendar and identify hours of operation. The calendar must demonstrate compliance with (a) Section 1715-A of the Charter School Law regarding minimum days and hours of instruction per year (180 days and 900 hours for elementary grades; 180 days and 990 for secondary grades), and (b) the Renaissance School required element of having a longer school day and year than the existing School District calendar. Describe how the extended calendar will support your school's mission and aid in the turnaround.
2. **Activities:** The overall school design should include plans for student athletics, music, extracurricular activities, and after school enrichment programs. Please provide specific information on all of these activities in the school design.
3. **Nutrition:** The overall school design should include plans for providing breakfast and lunch to students. Please provide specific information about how the school will provide food services. Indicate whether the school will participate in the free and reduced price breakfast and lunch program and, if not, the reason for non-participation and how the school will ensure that nutritious food is accessible to students during the school day.
4. **School Culture:**

- a. Detail how the proposed school will work to change the culture at the Renaissance School. Detail how the new school culture will promote a positive academic environment and reinforce student intellectual and social development. Please be as specific as is possible.
- b. If the Proposal is for a high school, detail how you will create a college-going culture. Describe what strategies will be implemented to increase college awareness and readiness.

5. Disciplinary Philosophy:

- a. Describe the school's philosophy of student discipline.
- b. Detail how parents and students will be informed of the school's discipline policy.
- c. Detail how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings.
- d. Detail how the school will incorporate and adhere to the School District's recently revised Code of Student Conduct.

6. Emotional/Behavioral Health Supports:

- a. Describe the supports that will be offered to any students with a history of behavioral health and/or emotional issues.
- b. Describe any staff who will be assigned to work with these students, including who they are, what role they play in the school, and how the school will measure the effectiveness of their work.
- c. Indicate whether the school intends to contract with a third-party provider for emotional/behavioral support services for students. If so, detail the services to be provided, whether the services will be provided on-site or off-site, how the school will monitor the quality of the services, and the authority of the third-party provider to provide such services (i.e., required state licenses in place, etc.).

7. Social Services: Describe what social services (wraparound services) will be offered to students, including who will be responsible for providing the services and how the school will measure the effectiveness of the services.

8. Safety Plan:

- a. Describe how the school will address issues of safety at the school. Detail the strategies that will be employed to improve the building climate. Indicate whether the school will employ security personnel and, if not, indicate who on staff will be responsible for maintaining school safety. Indicate who on staff will be responsible for reporting Act 26 violations.
- b. Outline the steps that have been taken to formulate a comprehensive school safety plan. Provide a copy of the school safety plan (as an appendix) that demonstrates a sound knowledge of Act 26 of 1995, the Safe Schools Act. Detail how the school safety plan will be reviewed on an ongoing basis. A sample plan can be found at the School District website, www.phila.k12.pa.us Office of School Climate and Safety.

9. Due Process: Describe the school's policy for due process. Provide the components of your policy and explain how the school plans to provide students with due process and handle disciplinary infractions. Describe procedures for suspension and expulsion that comply with the Public School Code and School District Code of Student Conduct. Describe how students and parents will be provided with the code of conduct.

Section 5: School Leadership and Staffing (7 pages)

1. Leadership Team:

- a. Identify the team that will run the selected type of Renaissance School. If more than one type of school is proposed to be operated, please indicate teams that will run each type of school. Indicate the titles, roles, and responsibilities of each listed individual.
 - i. Attach an organizational chart for the team that will operate the Renaissance Charter School(s).
- b. Identify the Principal/Leader candidate, if known. If unknown, outline a timeline and plans for recruiting, hiring, and developing the principal/school leader.
 - i. Explain why the identified individual is well qualified to lead the proposed school in achieving its mission. Highlight the individual's capacity to lead a successful turnaround school and detail any prior experience with school turnaround. Provide qualifications, resume, professional biography, and references for this individual.
- c. Identify any other leadership positions planned for the school.
 - i. Describe the responsibilities and qualifications of the school's leadership/management team. If known, identify the individuals who will fill these positions and provide the qualifications, resumes professional biographies, and references for these individuals. Highlight each individual's prior experience with and expertise in school turnaround, if any.

2. Recruitment of Teaching Staff:

- a. Outline the school's procedures for hiring school personnel, including conducting all federal and state required criminal and child background checks. Attach your proposed Employment Policies and Procedures.
- b. Describe the school's plan to hire and retain staff with appropriate experience and certification (as required by school type). Describe how the school plans to create or support professional learning communities for its faculty.
- c. Describe the fundamental skills, knowledge, attitudes and beliefs that the ideal candidate for a teaching position in the program should possess.
- d. Provide a description of the staffing model, including number and type of administrative and teaching positions. Include a complete staffing chart for the proposed school (i.e. students per classroom, teachers and aides per classroom; teacher-to-student, special education teacher-to-student, and adult-to-student ratios). The staffing chart should identify:
 - Year 1 positions, as well as positions to be added in future years
 - Administrative, instructional and non-instructional personnel
 - The number of classroom teachers, paraprofessionals, and any specialty teachers, including special education teachers
 - Operational and support staff

Section 6. Professional Development and Evaluation (7 pages)

1. Professional Development:

- a. Briefly describe the proposed school's plan for professional development for all school-based staff, including teachers, administrators, and school support staff, both before the school opens and during the first year of operation.
- b. Explain how your professional development plan will strengthen the effective development and implementation of the instructional and student support plans, including how the school will build human capital within its teaching staff to realize stated academic performance goals. Describe how the professional development schedule will align to the proposed curriculum timeline.
- c. Detail how the school will evaluate the effectiveness of its professional development program and make any needed improvements.
- d. Describe the specific goals of the professional development program for teachers. Detail how the proposed school plans to schedule professional development and joint planning time for faculty. Please be as specific as is possible, including providing schedules for delivering professional development and times when joint planning time for teachers will be provided.

2. Evaluation of School Leadership, Staff, and Teachers:

- a. Describe the standards for school leadership, teacher, and staff performance. Describe the improvement process if these standards are not met.
- b. Explain how the school will evaluate the performance of school leadership, teachers, and staff. (Attach any evaluation tools that you may already have for the school.)
- c. Explain how the school would handle unsatisfactory school leadership, teacher, or staff performance, up to and including termination of employment.
- d. Explain how the school would handle changes and turnover in school leadership, teachers, or staff.

Section 7: Governance (5 pages)

1. **Board Creation/Transition:** Explain the role of the Turnaround Team in participating in the governing body for the school. Identify any known Turnaround Team members of the proposed board. If the Turnaround Team is not the initial governing board, explain how and when governance will transition to the formal governing board.
2. **Governance:**
 - a. Describe how the proposed school will be governed. Explain how the governance and administrative structure is consistent and aligned with the school's mission and goals.
 - b. Describe the governance structures of your current and previous schools and how your school design incorporated the autonomies granted under these structures to significantly improve student achievement.
 - c. Explain the general philosophy of governance that would guide the proposed school, including the nature and extent of parental, professional educator, and community involvement. Describe the responsibilities of the governing board as a whole, as well as of individual members, officers, and committees.
 - d. Provide copies of the school's proposed by-laws. Do not attach boilerplate corporate bylaws. The bylaws must be appropriate for the governance of a charter school. The bylaws must include procedures for board member selection, renewal, term limits, and a code of ethics.

- e. Submit the names and résumés of potential board members. Explain your collective qualifications for governing the proposed school and whether additional board members are being recruited.
 - f. Indicate whether the board will include members who already serve on the boards of other charter schools operated by the Turnaround Team.
 - g. Describe the board's relationship to the school's administration, teaching staff, students, parents, and community members.
 - h. Provide an organizational chart showing lines of authority among board, advisory bodies (if any), administration, staff, parents and students.
 - i. Indicate if there will be parent representation on the Board of Trustees. If so, describe how many parent representatives and whether they will be voting or non-voting board members.
 - j. Indicate how often the Board of Trustees will meet. Detail how the school will provide notice to parents regarding the time and location of board meetings.
3. **Sunshine Law, Ethics Law, and Open Records Law:** Provide detailed information on how the school will ensure that Board members are familiar with the Sunshine Law, the Public Official and Employee Ethics Act, and the Open Records Law. Provide details of Board training to be provided. Provide copies of the conflict of interest and ethics policies.

Section 8: Stakeholder Engagement (4 pages)

1. Parent Engagement Strategy:

- a. Describe how you will engage parents in the life of the school, in addition to any proposed governance roles and to the required School Advisory Council (SAC).
- b. Detail how the school will build family-school partnerships to strengthen support for learning and encourage parental involvement.
- c. Describe how the charter school will solicit feedback from parents on school operations during the term of the charter.

2. Community Engagement Strategy:

- a. Describe how the proposed school will engage community stakeholders over the term of the charter.
- b. Detail in what capacity community agencies or other entities work charter school(s) you currently operate.
- c. Describe how the charter school will solicit feedback from the community and other stakeholders on school operations during the term of the charter.

Section 9: Strategic Partnerships (3 pages)

1. Partner Organizations:

- a. Identify the organizations or individuals with whom you plan to partner.

- b. For each partner, describe who it is, what role it will play in the school, and the basic terms of the arrangement between the partner and the Respondent. Be sure to identify if the partners will be addressing a specific functional area. Also note if the partner will provide services around one of the required elements of Renaissance School Design.
- 2. Integration Into School Design:** Describe how the partnership will be incorporated into the overall school design. Identify who will be responsible for managing the partnership and ensuring that the terms proposed here are adhered to with fidelity.
- 3. Partnership Funding:** Describe how the partnership will be funded. Please provide specifics of financial relationship with any proposed support organizations.

Section 10: Finance (4 pages plus budget template)

1. Financial Forms and Narrative:

- a. Develop a preliminary five-year operating budget utilizing information from Section II-B(6) of the RFP and using the Budget Template provided at Attachment G. Estimate school size and make other relevant assumptions for preparing a school budget by reviewing the characteristics of the "Average" Renaissance Charter School listed in Attachment G. **You should prepare a budget for each type of Renaissance School for which you are interested in operating as detailed in Attachment G.**
- b. Provide a detailed budget narrative that clearly describes assumptions and revenue estimates, including but not limited to the basis for Per Pupil Revenue projections, staffing levels and costs. The narrative should also specifically address the degree to which the school budget will rely on variable income sources (e.g. start-up grants, donations, fundraising).
- c. Provide information on all revenues that will be available to the school both from the School District and from other resources, as well as detail planned expenditures. List the major assumptions underlying the budget and explain how you will address situations where those assumptions are not realized (e.g. lower than anticipated enrollment, higher than expected personnel costs, etc.).
- d. Describe the school's fundraising plan, if any. Report on the current status of any fundraising efforts, including verification of any fundraising monies reported in the school's proposed start-up or operating budgets.

2. Internal Financial Controls:

- a. Describe plans to ensure fiscal soundness and legal compliance for the proposed school. Specifically, address the financial system and monitoring process that will be used. Specify the reports to be generated and the frequency; identify the party responsible for generating and/or reviewing the reports as well as his/her qualifications. Describe fiscal review and monetary processes for the school.
- b. Detail the checks and balances will be in place that will ensure the Renaissance Charter School's compliance with generally accepted accounting procedures related to managing the financial operations of the school.
- c. Provide a set of financial policies and procedures that the Renaissance Charter School will use to manage the financial operations of the school, including accounting programs, payroll, banking, purchasing, and inventory.

- d. Discuss the responsibilities and qualifications of all individuals who will manage and monitor school finances, including, but not limited to, a Chief Financial Officer, Business Manager, or contracted financial management services firm.
3. **Federal Grants:** Describe experience integrating large federal grants such as Title I and IDEA into school-based budgets and how you ensured compliance with grant requirements. Provide details on grant compliance procedures for the Renaissance Charter School.
4. **Insurance Coverage and Employee Benefit Plans:** Describe the insurance coverage plans, including property and general liability, professional liability, educator's legal liability, automobile, worker's compensation, Director and Operator's insurance and tail coverage. Provide the name of your insurance broker. Provide detailed information about the Renaissance Charter School's employee health insurance plan, including employee and dependent coverage and estimated rates. Indicate whether the school plans to participate in PSERS or plans to establish a separate 403(b) plan for employees.
5. **Evidence of Fiscal Solvency:**
 - a. Submit audited financial statements, including all management letters for the past three fiscal years.
 - b. Provide the most recent internal financial statements (at least through the end of May). Provide the same for any and all affiliated/related entities. Be sure that the school level, any CMOs/EMOs and the overall operations levels are distinctly represented.
6. **Pending Litigation:** Describe generally any pending, contemplated, or ongoing administrative or judicial proceedings material to the Respondent's business or finances including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the Respondent or to any subcontractor the Respondent plans to use for the services described in this RFP.

Section 11: References (1 page)

1. **References:** Please provide two references that can specifically speak to your organization's previous track record **directly** operating and improving the achievement levels of students in a public school or schools that are similar to the School District's current Renaissance Schools in terms of grade level, demographics, geographical setting and performance level of students. References must be able to speak to specific details of the work of your organization in transforming education environments for students.

D. Proposal Evaluation Process and Criteria

The School District shall select the Proposal or Proposals most advantageous to the School District, as determined by the School District in its sole discretion, and based on its independent evaluation and judgment. Proposal evaluations will be based upon multiple sources of evidence, including the proposal narrative, supporting documents, interviews, references, site visits, and any other information required to complete a thorough quality review.

1. Evaluation Process

Upon receipt of proposal submissions, the School District will review each one for completeness. **Only complete applications will receive further consideration in this process.** All complete proposals will be subject to a comprehensive evaluation by a proposal review team. The proposal review teams will be comprised of School District staff and non-School District members, including relevant content specialists (e.g., curriculum, specialized services, school leadership, student support services, safety, finance, and governance). The teams will include educators and non-educators so all responses should be written so

that they may be easily read and comprehended without previous experience in education.

2. Evaluation Criteria

All applicants must demonstrate that their proposed model will fulfill the objectives of the Renaissance Schools Initiative. High-quality proposals will present a clear and compelling mission, a quality education program, a solid business plan, effective governance and management structures and systems, founding team members demonstrating diverse and necessary capabilities, and clear evidence of the applicant's capacity to execute its plan successfully and past success leading whole-school turnaround of one or more schools that are similar to the School District's current Renaissance Schools in terms of grade configuration, size, demographics, and urban setting. Applicants who are existing school operators or replicators must also provide clear evidence of their capacity to operate new schools successfully, and demonstrate strong educational, organizational, and financial performance in existing schools.

Proposal narratives will be evaluated on the comprehensiveness, clarity, detail, and quality of answers to application questions in the following areas:

- Organization's Mission and Capacity
- Curriculum
- Performance Framework and School-Wide Data
- School Leadership and Staffing
- Professional Development and Evaluation of Leadership/Staff
- Governance
- Stakeholder Engagement
- Strategic Partnerships
- Finance

The School District reserves the right to apply other criteria in the evaluation of Respondents and Proposals, in the School District's sole discretion. The School District and the evaluation committee will consider each measure set forth above, but the School District may determine the different weights assigned to each measure, in its sole discretion. The School District also reserves the right to reject any and all proposals.

VIII. FORM OF SUBMITTAL

All proposals (original and copies) should be submitted in a three-ring binder. All sections of the proposal must be clearly identified and labeled, with tabs identifying all subsections. In no event will the School District be responsible for missing or lost documents.

IX. NOTICE REGARDING QUALIFICATION

The School District will provide written notice to each Respondent submitting this RFP informing them whether or not they have been selected as an RFP Finalist and, thus, have the opportunity to meet with School Advisory Councils and potentially be awarded a charter.

X. LIST OF ATTACHMENTS

The Respondent must complete and submit with this RFP Attachments B, C, D, and G (with associated spreadsheet) listed below. Completion and submission of Attachment B is not required but is strongly encouraged. Attachments A and E are for information purposes only and should inform the proposer's response to the RFP. Attachment F is a draft charter application; the final charter application will be circulated to finalists in April 2013 and must be submitted only if ultimately approved by the SRC for a

match with a Renaissance School.

Attachment A – Renaissance Charter School Overview

Attachment B – Cover letter

Attachment C – Executive Summary

Attachment D – Supplemental Information - Track Record of Student Success

Attachment E – Renaissance School Required Elements

Attachment F – **DRAFT** Charter Application

Attachment G – Budget Template

ATTACHMENT A

Renaissance Charter School Overview

Charter Schools	
Contract Form	Charter Agreement
Governance	Independent board under Charter School Law
Curriculum	Must align to Pennsylvania State content standards
Staffing	Non-School District employees* employed by charter school board
Employee Compensation	Determined by charter school board
School Calendar & Schedule	Must meet minimum PA Public School Code
Student Enrollment	Neighborhood catchment area
Parent and Community Involvement	School Advisory Council and Participation on charter school board and other committees defined in charter agreement
Funding Model	Per pupil funding defined by Charter School Law

* The School District may require use of certain School District staff (i.e., Building Engineers) for charter schools that operate in School District facilities. These employees will remain School District employees, and members of their respective collective bargaining units.

ATTACHMENT B

Cover Letter

Name of Respondent: _____

Provider Type (please choose one):

- ☐ Individual ☐ Charter organization
☐ Community-based organization ☐ School management organization
☐ College or University ☐ Professional services organization
☐ Other (please describe): _____

Current School District Employee:

- ☐ Yes ☐ No

Proposed type of Renaissance School(s) to be operated (please select at least one type):

- ☐ Elementary ☐ Middle ☐ High

Permanent Address of Respondent:

Street: _____ City: _____

State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

Federal ID # (if applicable): _____

Name of person(s) authorized to represent the Respondent concerning this Proposal:

Title: _____

***** By signing this letter, I hereby represent on behalf of the Respondent that I am authorized to submit this proposal on behalf of the Respondent. I further represent that all information provided in this proposal is accurate and truthful. I understand that the proposal will be immediately disqualified if any misrepresentations are made in the proposal. I further understand that the Respondent's proposal will be evaluated based on the qualifications of the Respondent to run a school on a daily basis. Responses that do not contemplate operating a school without additional resources, supports or organizations will be disqualified. *****

Authorized Representative Signature:

Print Name, Title Here:

Signature:

Date:

ATTACHMENT C

Executive Summary - Format

The Executive Summary should be no more than five (5) pages and should be placed immediately after the Cover Letter (Attachment B).

Please identify the type of Renaissance School(s) (i.e. elementary, middle or high school) your organization is proposing to serve:

☐ Elementary ☐ Middle ☐ High

Please answer the following questions in your Executive Summary, which should be placed in your proposal right after the Cover Letter.

- State the key components of the proposed school design, including the educational model and the support structures essential to achieving the school's mission.
- Describe how this school will enable students to reach state standards in all academic subject areas and how the proposed school design will dramatically improve student learning in the school.
- Include a specific description of your organization's demonstrated track record successfully turning around schools similar in nature to the District's current Renaissance Charter School. Also provide an overview of your school team's capacity to operate a Renaissance Charter School. Please describe any challenges or weaknesses the team faces in implementing the school design.
- Summarize the remaining major items of importance in your RFP response. Be sure to include any information you wish readers to make special note of in reviewing your response.

ATTACHMENT D

Supplemental Information – Track Record of Student Success

Please provide the specific detailed information requested for each of the sections (a) through (i) below, **and** provide a **narrative** for **each** section that explains how **actions** undertaken by your organization **led directly** to the results reported in each section.

- a. Please list **all** of the schools **currently** and **previously** operated by your organization. Please provide school name, grade configuration, location, and number of years under your management. Please indicate if the schools listed are new schools or “turnarounds” (e.g. conversions of existing public schools).
- b. Please provide AYP history and NCLB test data (percent proficient and above for reading and math) in the grid below for **all** grades served by **each** school **currently** or **previously** operated by your organization. If the school listed is a “turnaround”, please highlight this school and provide the AYP status for the two years prior to your organization commencing the turnaround.

Year	AYP Status	Provision	NCLB Test Data	
			Percent Proficient or Above-Reading (by Grade)	Percent Proficient or Above-Math (by Grade)
2007-2008			Grade X Grade Y Grade Z . . .	Grade X Grade Y Grade Z . . .
2008-2009				
2009-2010				
2010-2011				
2011-2012				

- c. Please indicate the Pennsylvania (or other applicable state) proficiency targets set for **each** of your schools and whether they were achieved. If you operate schools outside of Pennsylvania, please also list the name of the test administered.
- d. Please list below the number of serious incidents at **each** of your schools over the last five years. If the school listed is a “turnaround” please provide the number of serious incidents for the two years prior to the turnaround if you have that data. For the purpose of this response a “serious incident” is defined as one of the following: assault, drugs, moral offenses, weapons, and theft.
- e. Please list below the number of suspensions at **each** of your schools for the last five years.

- f. Please list below student retention rates at **each** of your schools for the last five years. Student retention rates should be calculated as a “cohort”. That is, the retention rate should reflect the number of students who stay through to complete the final year offered at the school.
- g. Attendance rates over a five year period of time at **each** of your schools.
- h. Graduation rates (if applicable) at **each** of your schools. Graduation rates are defined as the percentage of entering 9th graders in a school that graduate within six years of starting 9th grade.
- i. Student and parent satisfaction levels for **each** of your school(s) over a five-year period.

Please provide the information for each of the sections (a) through (i) above for **each** of your school or schools that have not performed successfully over the past five years. Describe the deficiencies in the school operation and explain reasons for these deficiencies.

ATTACHMENT E

Renaissance School Required Elements

Required Elements for Renaissance School Plans

- Curriculum aligned to PA state standards
- Programs to meaningfully and appropriately serve ELL, Special Education, and mentally gifted students
- After school enrichment, extracurricular activities, and athletics
- Parent involvement, including a parent association, at least quarterly parent/teacher meetings or conferences, and a defined role for parents to ensure faithful implementation of education plan proposed in RFP
- Access to at least one foreign language
- Longer school day and year than the existing School District calendar
- Specific programming for college and work readiness
- Specialized services for children with social, emotional, and behavioral issues
- Specific programming to ensure school culture that promotes a safe and secure learning environment
- School Advisory Council (SAC) comprised of parents/guardians, community members, and students (high schools only) with a defined role for the SAC to ensure faithful implementation of education plan proposed in RFP
- Ongoing assessments of student performance and creation of data-driven instructional program
- Professional development for all staff
- Targeted academic supports and interventions for students performing below grade level
- Plan for incorporating technology to support a rigorous instructional program
- School uniforms for all students
- Proactive efforts to retain students attending the school pre-turnaround and to attract additional students from within the neighborhood catchment area
- Proactive efforts to enroll students, up to the enrollment caps, in Regional Programs existing at the school pre-turnaround and maintained after the transition to a Renaissance Charter School
- Coordination with the School District's Office of Specialized Services to ensure that for all students with special education needs, services are rendered in the best interest of the student and put the student first

ATTACHMENT F

DRAFT Charter School Application

Renaissance Schools Initiative
DRAFT CHARTER SCHOOL APPLICATION*
2013-2014 School Year

* This Charter School Application may only to be used for charter application entities qualified through the Renaissance Schools Initiative Year IV Request for Proposals.

** A Charter School Application must be completed for each Renaissance School a Respondent is selected to operate.

**THIS APPLICATION SHOULD ONLY BE COMPLETED AFTER A RESPONDENT IS
MATCHED BY THE SCHOOL REFORM COMMISSION WITH A RENAISSANCE
CHARTER SCHOOL FOR THE 2013-2014 SCHOOL YEAR.**

I. GENERAL INSTRUCTIONS

Your charter school application will be evaluated on criteria that include:

- a. The extent to which your proposed school is in line with the tenets of the Renaissance Schools Initiative which is aimed at turning around the lowest performing schools in the School District of Philadelphia ("School District") and is in compliance with all of the requirements set forth in RFP No. 365, including without limitation, the performance standards and enrollment requirements.
- b. The extent to which the application considers the information requested in Section 1719-A of the Charter School Law and conforms to the legislative intent, which states that charter schools are designed to:
 - improve pupil learning
 - increase learning opportunities for all students
 - encourage the use of different and innovative teaching methods
 - create new professional development opportunities for teachers, including the opportunity to be responsible for the learning program at the school site
 - provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system
 - hold the schools established under the Charter School Law accountable for meeting measurable academic standards and provide the schools with a method to establish accountability systems
- c. The demonstrated, sustainable support for the charter school plan by prospective teachers, parents, the Renaissance Schools School Advisory Council, other community members and students.
- d. The capacity of the school to demonstrate significant gains in student achievement in an expedited timeframe.
- e. The capabilities of the charter school applicant, in terms of support and planning, to provide comprehensive learning experiences to students pursuant to the adopted charter.
- f. The extent to which the charter school may serve as a model for other public schools.

Please note that these instructions are not intended to be a substitute for applicants' deep and thorough knowledge of the requirements of the Charter School Law. Individuals may obtain a copy of the Charter School Law by contacting their state legislative representatives, the Pennsylvania Department of Education at (717) 783-9783 or by going to the Department's website at www.pde.state.pa.us and searching for "Charter School Law."

All Renaissance Schools Initiative charter school applications must be submitted by May 30, 2013.

II. FORMAT OF THE RENAISSANCE SCHOOLS INITIATIVE CHARTER SCHOOL APPLICATION PACKAGE

Please follow the application format as it appears in this Renaissance Schools Initiative Charter Application. Applicants must respond completely and thoroughly to each section. The quality of your answers will be evaluated by the School District. Failure to respond or adequately respond, as determined in the sole discretion of the School District, may result in the denial of the application. The SRC is authorized under the Charter School Law to grant or deny a charter school application for Philadelphia charter schools.

III. SELECTION CRITERIA FOR RENAISSANCE SCHOOLS INITIATIVE CHARTER APPLICATIONS

The School District will review the Renaissance Schools Initiative charter school applications using selection criteria that will include the following as more fully set forth below:

- a. School Design
- b. Accountability
- c. Governance/Management
- d. Community Involvement and Support
- e. Finance
- f. Legal Review
- g. School Safety
- h. Compliance with RFP No. 365

IV. EVIDENCE OF NONPROFIT STATUS

Any applicant granted a charter must be, or must incorporate as, a Pennsylvania nonprofit corporation which is, or will be, qualified by the Internal Revenue Service ("IRS") as federally tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The Charter School Law requires that the words "charter" and "school" appear in the name of an entity operating a charter school. An applicant is not required to present evidence of Pennsylvania incorporation or federal tax-exemption at the time of submission of this Renaissance Schools Initiative charter application. If the applicant is granted a charter, however, the applicant will be required to submit to the School District: (i) evidence that the entity holding the charter is a Pennsylvania nonprofit corporation; and (ii) a copy of the Form 1023 application for exemption submitted to the IRS prior to the execution of a charter agreement with the School District.

IF AWARDED A CHARTER, FAILURE TO COMPLY WITH ANY ESSENTIAL COMMITMENT MADE IN THE RENAISSANCE SCHOOLS INITIATIVE CHARTER APPLICATION MAY BE CAUSE FOR REVOCATION OR NONRENEWAL OF THE CHARTER. ONLY COMPLETE APPLICATIONS WILL BE CONSIDERED FOR REVIEW AND EVALUATION.

**V. APPLICATION FOR RENAISSANCE SCHOOLS INITIATIVE CHARTER SCHOOLS
PROPOSING AN AUGUST/SEPTEMBER 2013 START DATE**

APPLICATION FACT SHEET

This application fact sheet will be used by the School District for a quick analysis and administrative processing of applications received. The information furnished below must be an accurate representation of the application and must correspond to the information provided in the body of the application.

Proposed Charter School Name (must include "Charter School" in its name)

Proposed Renaissance School

Applicant's Name:

Applicant is (Circle all that apply):

Individual(s)
Nonprofit Corporation
For profit corporation, LLC, or partnership
Other entity (type):

Applicant's address (Street, City, State, Zip Code)

Length of School Day: _____ a.m. - to _____ p.m.

Length of School Year: _____ days

Saturday Classes: No _____ Yes _____

SELECTION CRITERIA FOR RENAISSANCE SCHOOLS CHARTER APPLICATIONS

A. INSTRUCTIONAL PROGRAM

Applicant must respond to all items in the following sections. **There is no need for applicant to supplement answers to questions that have been previously answered in responding to the RFP for the Renaissance Charter School Initiative – Year IV. However, the answers to the below questions must be included in the charter application.**

1. Organizational Information and Team Capacity

- a. Identify the team that will run the selected Renaissance School(s). Indicate the experiences of the leadership team that will operate the school and how their experiences indicate that the team will achieve dramatic improvements in student learning at the proposed school(s).
- b. Briefly describe the organization's capacity to undertake the "transformation" of the selected Renaissance School(s). Please highlight reasons why the organization will have success improving student achievement in the selected school(s).

2. School Design and Program Implementation

- a. The proposal must describe the essential characteristics of the Renaissance School design and clearly illustrate how the proposed school design/program will lead to dramatic improvements in the academic performance of all students in the school.
- b. The overall school design should include plans for student athletics, extracurricular activities, and after school enrichment programs. Please provide specific information on all of these activities in the school design.

3. Curriculum and Instruction

- a. Demonstrate that the proposed curriculum is aligned to state standards. Be sure to detail the role the proposed curriculum will play in supporting your school's mission and vision.
- b. Describe how the proposed curriculum will be implemented so that it serves the needs of all students including those who are below or above grade level, ELL, Special Education, and mentally gifted?
- c. How will the effectiveness of the proposed curriculum be measured? How will this data be incorporated into the decision making of the school leadership team?

4. Whole School Approach

- a. Describe how your school design and instructional program plans to address the needs of special student populations including Special Education and ELL students.
- b. What supports will be offered to students with a history of behavioral health and/or emotional issues?
- c. For high schools, how will the school serve students who may be over aged or under credited in terms of graduation from high school? For elementary and middle schools, please specifically describe how the school will support students who are behind grade level in learning.

- d. Describe what social services (wraparound services) will be offered to students? Who will be responsible for providing these services? How will you measure the effectiveness of these services?

5. Student Assessment and Achievement

- a. In addition to the Commonwealth of Pennsylvania annual academic assessments (PSSAs), what types of performance assessments (both formative and summative) will the program use to measure student mastery of standards?
- b. By what process will the Program determine what changes to implement in instruction based on the results of on-going assessments?

6. School Culture, Community, and Safety

- a. How will the proposed Program work to change the culture at the school? Please be as specific as is possible.
- b. How will the Program address issues of safety at the school? What strategies will be employed to improve the building climate?
- c. How will the Program engage the School Advisory Council and community stakeholders over the life of the Program?
- d. How will the program engage families in the school lives of their students?

7. Staffing and Professional Development

- a. Describe your plan to hire and retain staff with appropriate experience and certification (as required by school type). Describe how you plan to create or support professional learning communities for your faculty.
- b. Briefly describe the topics in the Program's plan for professional development for all school based staff, including teachers, administrators, and school support staff, both before the school opens and during the first year of operation.

8. Financial Operations

- a. Draft a preliminary five-year operating budget utilizing information from Section II-B(6) of the RFP. You must include information on all revenues that will be available to the school both from the School District and from other resources, as well as detail planned expenditures. Characteristics for an "average" Renaissance elementary, middle and high school are listed in Attachment G to the RFP. Please list the major assumptions underlying the budget and explain how you will address situations where those assumptions are not realized (e.g. lower than anticipated enrollment, higher than expected personnel costs, etc.).
 - i. Describe the financial systems that will be established to manage the overall financial operations of the school and specifically address the management of a) cash flow, b) purchasing, c) payroll and d) financial audits.
 - ii. What financial documents and statements will the school regularly produce? Who will prepare them? How often? Who will review them and for what purpose?

- iii. What checks and balances will be in place that will ensure the organization's compliance with generally accepted accounting procedures related to managing the financial operations of the school?
- iv. Please provide a set of financial policies and procedures that the organization will use to manage the financial operations of the school.

B. ACCOUNTABILITY

1. Accountability measures for the charter school will be set forth in the charter agreement and will be aligned with accountability system described in the RFP. Specific performance targets for each charter school are set forth in Exhibit B attached to this Renaissance Charter School Application. Each charter school is required to acknowledge and agree to the accountability language and the performance targets as part of the operation of its Renaissance School as a charter school.

C. GOVERNANCE/MANAGEMENT

1. Organizational Structure

- a. Describe how the proposed school will be governed. Explain how the governance and administrative structure is consistent/aligned with the school's mission and goals. Please review Exhibit A attached to this Renaissance Schools Charter Application.
- b. Submit the names and résumés of potential board members. Please also indicate whether each member has committed to serving on the board, and whether additional board members are being recruited.
- c. Will there be parent representation on the Board of Trustees? How many? Voting or non-voting?
- d. Describe the board's relationship to the school's administration, teaching staff, students, parents, the School Advisory Council, and community members.
- e. Provide an organizational chart showing lines of authority among board, advisory bodies (if any), administration, staff, parents and students.
- f. How often will the Board of Trustees meet? How will parents know when and where?
- g. Include copies of the school's proposed by-laws. Do not attach boilerplate corporate bylaws. The bylaws must be appropriate for the governance of a charter school.
- h. Provide detailed information on how the school will ensure that Board members are familiar with the Sunshine Law, the Public Official and Employee Ethics Act, and the Open Records Law. Provide details of Board training to be provided. Will the charter school have a conflict of interest and ethics policy?

2. Management

- a. Provide details on how the charter school will comply with requirements for child abuse clearances and criminal record checks and ensure that no employee will commence work prior to obtaining them.
- b. Describe your school's plan for student health services, nurse services and immunization compliance.
- c. Will the school provide adequate liability and other appropriate insurance for the charter school, its employees and the board of trustees of the charter school? Please provide name insurance broker.

D. PARENT AND COMMUNITY INVOLVEMENT AND SUPPORT

1. Parent, Student, Teacher, and Community Involvement

- a. Describe the process established to review complaints and concerns of parents, students, and teachers regarding the day-to-day operation of the charter school. Please include lines of authority, communication and timeframes for responses. Outline steps for a parent or citizen to address the board.
- b. Identify the proposed charter school's community and describe the relationship of the charter school to the surrounding community, and vice versa.
- c. In what capacity will community agencies or other entities work with the proposed charter school.
- d. How will the charter school solicit feedback from the School Advisory Council, the community and other stakeholders on school operations?
- e. How will the charter school work with, and address the concerns of, the School Advisory Council for the school?

E. LEGAL REQUIREMENTS

1. Admissions Policy

- a. Renaissance Charter Schools are required to serve all eligible children who reside in the catchment area of the school regardless of whether the child was residing in the catchment area and/or attending the neighborhood school at the time of conversion into a Renaissance Charter School. Furthermore, Renaissance Charter Schools are required to serve any students who were enrolled in the neighborhood school in the School Computer Network (SCN) as of June 30, 2013 (i.e., prior to conversion into a Renaissance Charter School) even if the student thereafter moves to a residence in the City of Philadelphia that is outside of the catchment area. Please provide an admissions policy that reflects this requirement and how the school will ensure that there will always be space available for resident students who reside in the catchment area to enroll.
- b. Describe the charter school's plan for keeping attendance, reporting and combating truancy and proposed interventions.

2. Conduct

a. The charter school must adopt and adhere to the School District of Philadelphia's Code of Student Conduct. A copy of the current Code can be found at:
<http://www.phila.k12.pa.us/offices/administration/policies/118.html>

b. Evidence is needed regarding familiarity with requirements for due process. Provide the components of your plan to provide students with due process and handle disciplinary infractions. Describe procedures for suspension and expulsion that comply with the Public School Code and School District Code of Student Conduct. Describe how students and parents will be provided with the code of conduct.

F. SCHOOL SAFETY

1. School Safety

a. Outline the steps that have been taken to formulate a comprehensive school safety plan. Provide a copy of the school safety plan (as an appendix) that demonstrates a sound knowledge of Act 26 of 1995, the Safe Schools Act. A sample plan can be found at the School District website, www.phila.k12.pa.us Office of School Climate and Safety.

b. How will the proposed school address issues of safety at the school? What strategies will be employed to improve the building climate?

c. Describe who will be responsible for maintaining school safety, reporting Act 26 violations, and discuss how this is reflected in the budget.

G. ATTACHMENTS AND APPENDICES

Please attach any materials referenced in your application, including but not limited to tangible evidence of community support, the proposed school's by-laws, contracts, accountability/school improvement plan, safety plan, personnel plan, resumes, technology plan (integration of technology into the curriculum), use of entitlement funds (Titles I, II, V), professional development plan, new teacher induction plan, and training for board members.

EXHIBIT A

Renaissance Schools Initiative Charter School Application for 2013-2014

A. Required Management Organization of the Board of Trustees

An affirmative vote of a majority of the members of the Board of Trustees of the Charter School (“Board of Trustees” or “Board”), duly recorded, showing how each member voted, shall be used in order to take action on the following subjects:

1. School calendar (must include 990 hours or 180 days of instruction for secondary students [grades 7 – 12] and 900 hours or 180 days for elementary students [grades 1 – 6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day or Christmas).
2. Adopting textbooks.
3. Appointing or dismissing charter school administrators.
4. Adopting the annual budget.
5. Purchasing or selling of land.
6. Locating new buildings or changing the location.
7. Creating or increasing any indebtedness.
8. Adopting courses of study.
9. Designating depositories for school funds.
10. Fixing salaries or compensation of administrators, teachers, or other employees of the charter school.
11. Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entities.

B. Requirements for the Bylaws

1. The bylaws must contain a provision for “failure to organize or neglect of duty.” Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
2. No board member shall as a private person engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.

3. A charter school board of trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders approved by the board of trustees, signed by the president or vice-president of the board. The treasurer may pay out such funds on orders which have been properly signed without the approval of the board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the board, and by which prompt payment the charter will receive discount or other advantage.
4. Procedures for dismissal of an employee must be contained in the bylaws.

C. Required Financial Procedures

The treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter board of trustees of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the charter school.

The board of trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- United States Treasury bills
- Short-term obligations of the United States Government or its agencies or instrumentalities
- Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided bylaw therefor shall be pledged by the depository.
- Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania and any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.
- Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. § 80a-1 *et seq.*) as defined in 24 P.S. § 4-440.1 of the Public School Code.

NOTE: All investments shall be subject to the standards set forth in 24 P.S. § 4-440.1 of the Pennsylvania Public School Code.

The school treasurer shall settle annually at the end of the Charter School's regular fiscal year, with the School Reform Commission or its designee, each account that the school may have open with the School District for such fiscal year.

An annual school audit shall be conducted according to the requirements of Article 24 of the Public School Code of 1949 as amended. Charter school boards of trustees shall follow requirements set forth for school boards in this section.

EXHIBIT B**STATEMENT OF ASSURANCES FOR RENAISSANCE SCHOOLS INITIATIVE
CHARTER SCHOOL APPLICANTS**

By authorized signature below, _____ (“Applicant”) hereby agrees that the following terms and conditions shall apply if a charter is granted to Applicant for the _____ School, pursuant to the Renaissance Schools Initiative Charter Application as part of Request for Proposals No. ###, Renaissance Schools Initiative – Year IV (“RFP No. ###”). Applicant acknowledges and agrees that this Statement of Assurances is incorporated in and made a part of the Renaissance Schools Initiative Charter Application, and Applicant agrees to abide by all the terms, provisions, and requirements of RFP No. ### with respect to the RFP process and the Turnaround Team selection process, and in Applicant’s operation of any Renaissance Charter School, if selected. Applicant understands that any material deviation from any of the terms, provisions, or requirements of RFP No. ### or such terms, provisions, or requirements set forth below shall be cause for revocation or nonrenewal of a charter by the School Reform Commission (“SRC”) awarded under RFP No. ###:

1. The Applicant will comply with all applicable federal, state, and local laws and regulations and the provisions and requirements of RFP No. ###, notwithstanding any contrary provisions in the Charter School Law.
2. The Applicant will be nonsectarian in all operations.
3. The Board of Trustees of the Applicant (“Charter Board”) shall be authorized to sign a written charter with the School District of Philadelphia (“School District”). The Applicant shall submit to the School District the formal resolution adopted by the Charter Board.
4. The Applicant shall provide a minimum of one hundred and eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level.
5. Prior to employing any individual or engaging any contractor and contractor’s employees who shall have direct contact with students, the Applicant shall ensure that criminal history and child abuse/injury records are obtained and reviewed in compliance with §1-111 of the Public School Code and 23 Pa. C.S.A. subchapter C2, regarding background checks.
6. The Applicant shall provide the School District with access to all of its records and facilities to ensure that the Applicant is in compliance with its written charter.
7. The Applicant shall utilize a management structure that is consistent with the Renaissance Schools Initiative Charter School Application and with Exhibit A: Required Management Organization of the Board of Trustees and Requirements for Bylaws.
8. The Applicant shall enroll and dis-enroll each student using the School District’s School Computer Network.
9. The Applicant shall abide by the performance standards and enrollment requirements set forth in its Renaissance Schools Initiative Charter School Application and in RFP No. ###. The Accountability Section of RFP ### is attached hereto as Exhibit B-1 and is made a part hereof.

10. The Applicant acknowledges and agrees that during every year of the term of the charter, the Applicant shall meet the performance targets for _____ School, which targets shall be developed prior to the Applicant being awarded a charter to operate the school. The Applicant acknowledges and agrees that failure to meet such performance targets for any year during the term of the charter shall be grounds for revocation or non-renewal of the charter.
11. The Charter School agrees to work with, and address the concerns of, the School Advisory Council for the School during the Term of Charter. The Charter School acknowledges and agrees that the SRC may revoke or not renew the Charter if the School Advisory Council no later than January 15, 2018 provides to the Superintendent a recommendation by a majority vote of the member of the School Advisory Council that the School Advisory Council is not satisfied with the performance of the Charter School or wants the School to return to School District management at the end of the initial five-year term of the Charter. The School Advisory Council recommendation shall articulate the reasons for such dissatisfaction or readiness to return the School to the School District.
12. The Applicant shall serve all eligible children who reside in the catchment area of the school regardless of whether the child was residing in the catchment area and/or attending the neighborhood school at the time of conversion into a Renaissance School. The Applicant shall adopt an admissions policy that reflects this requirement and shall ensure that there will always be space available for resident students who reside in the catchment area to enroll.
13. The Applicant shall provide evidence that it has incorporated a charter entity as a Pennsylvania nonprofit corporation and that the entity has applied to the Internal Revenue Service ("IRS") for federal tax exemption. The Applicant shall provide to the School District a copy of its federal exemption letter after receipt from the IRS.
14. The Applicant shall submit the following to the School District:
 - a. Employment Verification forms indicating that a sufficient staff with complete and appropriate criminal and child abuse records checks have been hired to serve the actual enrollment of the charter school;
 - b. Evidence that the Applicant has obtained the insurance coverages as required by the Charter.
15. The Applicant shall adopt detailed procedures for suspension and expulsion that comply with the Public School Code and the School District Code of Student Conduct.
16. The Applicant will meet the legal, professional and ethical standards and applicable laws for maintaining school records and confidential student records, and for disseminating information.
17. The Applicant will follow State child accounting procedures (24 PS § 13-1332).
18. The Applicant will comply with the Provision of Special Education Services to Charter School Students: Guidelines, attached hereto as Exhibit B-2.
19. If the Applicant plans to offer food services, federal, state, and local regulations for student participation must be followed.
20. The Applicant shall adopt a plan for providing school health services that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.

21. The Applicant's insurance coverage plans, including general and excess liability, professional and educators liability, workers' compensation, and employers liability, property, and director's and officer's liability coverage will be in compliance with Section 1724-A of the Charter School Law. The Applicant shall offer a health benefits package the same as that of the School District, as required in Section 1724-A of the Charter School Law.
22. The Applicant shall develop a purchasing procedure that addresses a competitive way to purchase goods and services and shall have appropriate board oversight of all spending in the Applicant's bylaws.
23. The Applicant shall follow the financial procedures listed in Charter School Application Exhibit A: Required Financial Procedures.
24. The Applicant shall have a plan for regular financial reviews and audits in accordance with Section 1719-A of the Charter School Law. The Applicant shall submit annual reports to the Pennsylvania Department of Education and to the School District by August 1st of every year.
25. The Applicant shall provide copies of any amendments to the Applicant's Articles of Incorporation or Bylaws to the School District within thirty (30) days after such amendments have been approved by the Charter Board.

Signature of Authorized Representative of Applicant

Date

EXHIBIT B-1

INSERT

RFP ###, PAGES ##-##

**SECTION II-C – RENAISSANCE SCHOOL ACCOUNTABILITY
FRAMEWORK AND REQUIRED ELEMENTS**

EXHIBIT B-2**The School District of Philadelphia
Provision of Special Education Services to Charter School Students: Guidelines**

The following duties shall apply to charter schools:

1. Each charter school is responsible for providing a free appropriate public education to students with disabilities enrolled in that charter school who have been determined by an Individualized Education Program (IEP) team to require specially designed instruction. The cost of implementing the specially designed instruction shall be borne by the Charter School. Students provided such services by the Charter School and with a valid Nora, CER and IEP shall be considered eligible for additional special education payment to the Charter School. Charter schools are required to input relevant data to the School Computer Network (valid dates of Nora, CER and IEP) and submit the first page of the IEP to the School District. Assuming valid Nora and CER, payments are effective as of the date listed on the IEP.
2. Each charter school must ensure full compliance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to child find, identification, and procedural safeguards, including: access to records, appointment of surrogate parents, notice, opportunity for mediation of disputes, the right to a due process hearing, and assurance of the Free and Appropriate Public Education (FAPE).
3. Each charter school must ensure that students who are suspected of having disabilities are properly evaluated and re-evaluated at established intervals required by IDEA, using culture-fair, non-biased assessment tools, by properly certified personnel, adhering to required timelines, and providing required notification to parents.
4. When a student enrolled in a charter school presents a valid and current IEP, and/or the charter school IEP team determines that a student with disabilities requires specially designed instruction, the charter school must ensure that the IEP is implemented in accordance with the IDEA, and reviewed at least annually.
5. Charter schools must maintain the confidentiality of personally identifiable information regarding students with disabilities as per the Family Educational Rights and Privacy Act (FERPA) and IDEA.
6. The charter school is responsible for providing the names of all students eligible for special education services provided by the charter school along with all other data required for the federal child count. This data is to be submitted electronically through the District's School Computer Network (SCN) no later than November 30 of each year.
7. Continuation of the additional special education payment is contingent on the Charter School maintaining current and valid IEP, Nora and CER documentation. As stated in Section 1728-A of the Charter School Law, the Charter School shall provide to the School District "ongoing access to records and facilities of the Charter School to ensure

that the Charter School is in compliance with its charter and this Act and that requirements for testing, civil rights, and student health and safety are being met.”

8. Verification of students’ eligibility for the additional special education funding shall be based on the Charter School’s performance of all necessary procedures relative to the evaluation and re-evaluation for special education services in accordance with the timelines and criteria specified by law.

ATTACHMENT G

Budget Template for Renaissance Charter Schools

Please use the District-provided budget template and the “Average” Renaissance Schools information below to complete a detailed budget representative of the type(s) of school(s) you are proposing to operate (Elementary/K-8, Middle School or High School). The budget should be completed in Excel format and submitted in electronic and hard copy format.

If you have questions about the budget template, please call 215-400-4090.

“AVERAGE” RENAISSANCE SCHOOLS

	Average Renaissance Elementary School	Average Renaissance Middle School	Average Renaissance High School
PSSA- Math	32.5%	27.1%	11.8%
PSSA-Reading	26.8%	25.0%	14.8%
Enrollment	465.0	595.0	963.3
SPED	12.0%	20.3%	22.9%
ELL	5.5%	17.1%	7.1%
Econ Dis	92.3%	90.4%	89.4%
Attendance	91.0%	88.3%	77.0%
Suspensions	142	189	264
Serious Incidents	16	47	65

APPENDIX A:

STANDARD TERMS AND CONDITIONS

1. *General Conditions of the Work.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ***Unavailability of Funds, Crossing Fiscal Years.***

a. *Unavailability of Funds.* In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

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

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

a. *Compliance with Grant.* If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth of Pennsylvania, The City of Philadelphia (the “City”), or any department or agency of said governments, or from any public or private charitable trust fund, then the Contractor shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract or trust indenture, as the

case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

b. *Timely Submission of Invoices.* If the School District pays any of the Compensation from federal government or Commonwealth of Pennsylvania grant funds, the Contractor shall bill the School District for any outstanding compensation owed to the Contractor within thirty (30) days after the end of the Term (*see* Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any compensation within said thirty (30) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the unavailability of federal government or Commonwealth of Pennsylvania funds, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

7. *Independent Contractor.* The School District has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees or Subcontractors constitute employees of the School District, and these Persons shall have no right to receive any School District employee benefits, or any other privileges available to School District employees. Neither the Contractor nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of the School District, and none of the Contractor, its agents, employees or Subcontractors has any power to legally bind the School District to any third party.

8. *Non-Discrimination.* The Contractor, for itself, its officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status. The School District is an equal opportunity employer under Applicable Law, and requires the same of the Contractor. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this Section 8, with appropriate adjustments for the identity of the parties, in any Subcontracts that it enters into. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals (RFP) process and the Contractor submitted a plan describing the participation of minority and women-owned businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

9. *Subcontracts.*

a. *School District Consent Required.* The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "A", the Contractor's Statement of Work, to this Contract. Any Subcontract made in violation of this Section shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School District for any payment, or for performance under, such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

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

10. ***Non-Assignment.*** The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 9 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 10, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

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

a. ***Audits.*** From time to time during the Term of this Contract, and for a period of six (6) years after the expiration or termination of this Contract (*see* 24 P.S. § 5-518), the School District, the Controller of the City, the Commonwealth of Pennsylvania Auditor General or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the Contractor's performance under this Contract, including but not limited to its billings and invoices. If requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract.

b. ***Inspection.*** The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor's consent. The Contractor shall cooperate with all School District, Commonwealth of Pennsylvania and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. ***Availability of Records.*** The Contractor shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 11.d. below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. ***Retention of Records.*** The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of the period required by Applicable Law or six (6) years following expiration or termination of this Contract; if, however, any litigation, claim or audit is commenced prior to expiration of said six (6) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal.

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

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

b. *Indemnification; Contractor's Employees.* This Section 12 protects the School District, its officers, employees, agents and the members of the School Reform Commission and the Board of Education from all claims relating to the Term of this Contract that are asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real property or personal property or who assert an employment claim of any kind (including claims relating to the termination of employment), regardless of when the claim is made. The Parties shall not construe this Section 12 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 12 functions independently of the Contractor's or its Subcontractors insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 12 be deemed limited by the Pennsylvania's Worker's Compensation Act. This Section 12 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District, its officers, employees and agents, and the members of the School Reform Commission and the Board of Education. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education for the acts, failures to act or negligence of the School District, or its officers, employees and members of the School Reform Commission or Board of Education.

c. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term of this Contract, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsections 12. a. or 12. b. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

d. *Notice of Claims.* If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (2) within five (5) business days of receipt of notice of the claim, give notice of such claim to the School District.

13. ***School District Statutory Immunity.*** Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents, or for the members of the School Reform Commission and Board of Education, any other defenses or immunities available to it or any of them.

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

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

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

c. *Automobile Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the Work.

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

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

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

The School District of Philadelphia

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

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

15. *Confidentiality, Student Records.*

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

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

c. *Publication Rights.* With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall provide to the School District for its review any proposed publication, brochure or advertisement in which the School District is named not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District's name or information identifying the School District from the publication if the School District requests removal. The Contractor shall not issue, publish or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

16. *Materials, Intellectual Property.*

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

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

17. *Conflict of Interest.*

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

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

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

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

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

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

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

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

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

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (1) the School District has a reasonable basis to believe at any time during the Term of the Contract that Contractor will not be able to perform the Work; and (2) the School District demands in writing assurance of the Contractor's performance.

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

vii. Indictment of or other issuance of formal criminal charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms,

whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor or any Person controlling, under common control with or controlled by the Contractor under a federal, state or local law, rule or regulation.

b. *Notice and Cure.* If the Contractor commits or permits an Event of Default, the School District shall notify the Contractor in writing of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 18.c. if: (1) the Contractor has temporarily or permanently ceased performing the Work; (2) an emergency has occurred relating to the Work, and such emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (3) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (4) an Event of Default occurs as described in subsection 18.a. (vi), (vii), or (viii) above; or (5) the Contractor breaches any of its obligations under Sections 2 or 8 of these Standard Terms and Conditions. Nothing contained in this Subsection shall limit the School District's rights under subsection 18.c.

c. *Remedies.* If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 18.b provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or all of the following remedies:

- i. terminate this Contract by giving the Contractor a Termination Notice.
- ii. perform (or cause a third party to perform) this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District (or a third party) pursuant to this subsection 18.c.(ii), together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor by reason of the School District's performance or paying such costs or expenses.
- iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.
- iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.
- v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. *Specific Performance.* The Work and Materials purchased from the Contractor are unique and not otherwise readily available. Accordingly, the Contractor acknowledges that, in addition to all other remedies to which the School District is entitled, the School District shall have the right to enforce the terms of this Contract by either a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any provision of this Contract.

e. *Concurrent Pursuit of Remedies.* The School District may exercise any or all of the remedies set forth in this Section 18, each of which may be pursued separately or in conjunction with such other remedies as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection

with this Contract, and the obligations of the Contractor under this Contract shall not be altered or affected in any manner by the School District's exercise of its rights under this Section 18.

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

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

21. **Notices.** Except as may be expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. Such notices, waivers, consents and approvals shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile, provided that any notice by facsimile shall be promptly confirmed by one of the other methods set forth in this section; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the Responsible Official and the Contractor at the addresses set forth in Section 7 of the Agreement for Services. The Parties agree that neither shall transmit any notices required under or in connection with this Contract by electronic mail.

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

- a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order to duly authorize the execution, delivery and performance of this Contract; including duly authorizing the Person who signs this Contract to do so on its behalf;
- b. This Contract, when executed and delivered, shall be a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
- c. The Contractor is financially solvent, is able to pay all its debts as they mature and is possessed of sufficient working capital to perform the Work.
- d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in performing the Work; the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trade secret or other proprietary right;
- e. The Contractor is and shall be, at all times during the Term of this Contract, duly qualified to transact business in the Commonwealth of Pennsylvania, professionally competent and duly licensed to perform the Work (if the performance of the Work requires a license).
- f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes for which no written settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by or under common control with the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible by the Commonwealth of Pennsylvania, the City, any Federal agency or any school district. The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term of this Contract the Contractor learns that the above certification was erroneous when the Contractor signed this Contract or subsequently became erroneous by reason of changed circumstances.

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

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

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

c. *City.* “City” has the definition set forth above in subsection 6.a.

d. *Contract.* “Contract” means the agreement of the Parties evidenced by the instruments integrated into and forming a part of this Contract, *i.e.*, the Agreement for Services, Exhibit “A”, Exhibit “B”, if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

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

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

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

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

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

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

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

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

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

24. *Miscellaneous.*

a. *Applicable Law; Venue.* This Contract shall be construed and enforced under the law of the Commonwealth of Pennsylvania, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, such Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania.

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

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

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

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

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

g. *No Partnership or Agency.* Anything in this Contract to the contrary notwithstanding, including but not limited to any references in Exhibits “A”, “B” or “D” to a purported “partnership” or “partner” relationship, the Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in its dealings with any third party.

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

i. *Entire Agreement; Amendment.* This Contract includes all exhibits and addenda, if any, referred to herein, all of which are hereby incorporated by reference. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Contract also supersedes any course of conduct, performance or dealing between the Parties. No amendment or modification changing this Contract’s scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

j. *Counterparts.* The Parties may execute and deliver this Contract in any number of counterparts, each

of which shall be deemed to be an original and all of which shall constitute, together, one and the same agreement.

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

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

APPENDIX B:

INSTRUCTIONS FOR M/WBE PARTICIPATION

RESPONDER RESPONSIBILITIES

THE POLICY

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

PARTICIPATION RANGES

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

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

CERTIFICATION REQUIREMENTS

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

PARTICIPATION CREDIT

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

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

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

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

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

RESPONSIVENESS

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

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

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

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

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

RFP REVIEW

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

M/WBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts must be approved by the School District.

ACCESS TO INFORMATION

The Small Business Development Unit or designee shall have the right to make site visits to the Responder's place of business and/or job site and obtain documents and information from any Responder, subcontractor, supplier, manufacturer of contract participant that may be required in order to ascertain Responder responsibility.

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

RECORDS AND REPORTS

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

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

REMEDIES

The successful Responder's compliance with the requirements the Anti-Discrimination Policy is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event it is determined that the successful Responder has failed to comply with these requirements, the School District may, in addition to any other rights and remedies they may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Withhold payment(s) or any part thereof until corrective action is taken.
- Terminate the contract, in whole or in part.
- Suspend the successful Responder from participating in any future School District contracts for a specified period.
- Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the School District.)

APPEAL PROCESS

Appeal of any action taken under the Anti-Discrimination Policy shall be in writing to the Interim Director, Procurement Services, 440 N. Broad Street, Third Floor, Philadelphia, PA 19130

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

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

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

Company Name _____ Contact Person: _____
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____
 Fax: _____ E-mail: _____
 Owner: __African-American, __Hispanic, __Asian, __Native American, __Woman, __Non-Profit, __Caucasian, __Other
 Federal Tax ID _____ Certifying Agency: _____ Certification No.: _____
 Bid Number or Subject of Resolution: _____

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

Company Name: _____ Owner: _____
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____
 Fax: _____ E-mail: _____
 Owner: __African-American, __Hispanic, __Asian, __Native American, __Woman, __Non-Profit, __Caucasian, __Other
 Federal Tax ID _____ Certifying Agency: _____ Certification No.: _____
 Description of Work: _____
 Dollar Value \$ _____ Percentage of Total Contract _____
 Vendor Signature _____

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

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

APPENDIX C:

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

NOTICE

1. The successful Respondent shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of the contract, including, but not limited to, preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the successful Respondent or its agents, employees or representatives, the School District shall have the right to terminate the Contract. In the event of the continued refusal on the part of the Respondent to comply with this anti-discrimination provision, the Respondent may be removed from the list of approved proposers of the School District
2. The successful Respondent agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

APPENDIX D:

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Request for Proposals. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. § 1611 *et seq.*, governmental agencies may require submission of Non-Collusion Affidavits with Proposals.
2. The member, officer or employee of the Proposer who makes the final decision on price(s) and the amount quoted in the Proposal must execute this Non Collusion Affidavit.
3. Bid (or proposal) rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit must and shall examine the Affidavit carefully before signing, and assure himself or herself that each statement is true and accurate, making diligent inquiries, as necessary, of all other persons employed by or associated with the Proposer who have any responsibility for the preparation, approval or submission of the Proposal.
4. In the case of a Proposal submitted by a joint venture, the Proposal documents must identify clearly each party to the venture, and each such party must separately sign and submit a Non-Collusion Affidavit with the Proposal documents.
5. Individuals may not participate in any manner in the preparation or submission of Proposals on behalf of more than one legal entity. Any individual participating in the submission of a Proposal as a member of a joint venture shall not submit a Proposal in his or her individual capacity. Each Proposer shall disclose, on separate sheet attached to the affidavit, a written description of each and every legal relationship or affiliation that it has with the shareholders, directors, officers, or employees of any other potential Proposers for this RFP.
6. The term "complementary" as used in the Affidavit has the meaning commonly associated with the term in the Request for Proposals or competitive bidding processes. This includes the knowing submission of proposals higher than the proposal of another firm; any intentionally high or non-competitive proposal; and any other form of proposal submitted for the purpose of giving a false appearance of competition.
7. **Failure to file a notarized Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposer and its Proposal.**

NON-COLLUSION AFFIDAVIT

State of _____ Contract//RFP No: _____

County of _____

I am _____ of

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

I further state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or Proposer, or any potential contractor, vendor or Proposer. Neither the actual or approximate price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is an actual or potential contractor, vendor or Proposer.
- (2) We have made no attempt and will make no attempt to induce any firm or person to refrain from competing for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal. This proposal is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____ **{Name of firm}**, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or competing for any public contract, except as follows:

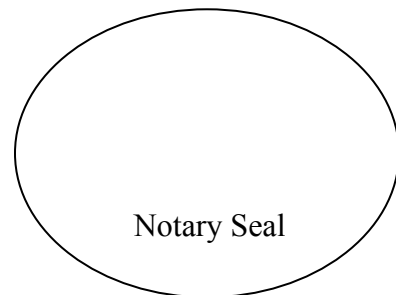
I state that _____ **{Name of firm}** understands and acknowledges that the above representations are material, and will be relied on by The School District of Philadelphia in awarding the contract or contracts for which we have submitted our Proposal. I understand and my firm understands that any misstatements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

{Contractor signature}

{Name and Company Position}

SWORN TO AND SUBSCRIBED
 BEFORE ME THIS _____ DAY
 OF _____, 200__

Notary Signature: _____



APPENDIX E:

SIGNATURE PAGE

DATE: February 1, 2013

PROPOSAL NO.: RFP-365

DATE OF PROPOSAL OPENING: MARCH 5, 2013

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

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFP TO:

NAME: David B. Lazarow, CPPB

E-MAIL: dblazarow@philasd.org

PROPOSAL INVITATION FOR: RENAISSANCE CHARTER SCHOOLS INITIATIVE – YEAR IV

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 B. Lazarow, CPPB
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: **RENAISSANCE CHARTER SCHOOLS INITIATIVE – YEAR IV**

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

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

Signature: _____

Title: _____

Date: _____

Please return this form to David B. Lazarow no later than **11:00 AM., EST ON FRIDAY, FEBRUARY 8, 2013** via 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.