



## **Request for Proposal Asset and Work Order Management System**

**Proposal Due Date and Time:** March 31, 2023, at 12:00 PM EST

**RFP received by:** Ashley Kozikoski  
Finance and Contracts Manager

**Location:** Pittsburgh Public Schools – Service Center  
1305 Muriel St.  
Pittsburgh, PA, 15203

**Last Day for Questions:** March 24, 2023, by 12:00 PM EST

**Pre-Proposal Conference:** None

Sealed Proposals for the materials or services specified herein, will be received by Pittsburgh Public Schools (PPS), at the above specified location, until the time and date cited. All information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of PPS on or prior to the time and date, at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Request for Proposal Title and the Offerors name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be directed to: Damian Link, Assistant Director of Facilities  
Email: [dlink1@pghschools.org](mailto:dlink1@pghschools.org)

## TABLE OF CONTENTS

Documents Referenced	Page 3
FORM – Proposal and Contract Acceptance	Page 4
Definition of Terms	Page 5
Uniform Instructions to Offerors	Page 6
Uniform Terms and Conditions	Page 10
Special Terms and Conditions	Page 15
Scope of Work	Page 21
Evaluation Criteria	Page 26
Submittal Requirements & Proposal Format	Page 27
FORM – Financial Disclosure Questionnaire	Page 31
FORM – Geographical Locations and Regions	Page 33
FORM – Confidential/Proprietary Submittals	Page 35
FORM – Deviations/Exceptions	Page 36
FORM – Non-Collusion Affidavit	Page 37
FORM – EDGAR Certifications	Page 38
FORM – Debarment Certification	Page 43
FORM – Eligible Business Enterprise (EBE)	Page 44
FORM – Certificate of Insurance (Sample)	Page 45
FORM – IRS W-9	Page 46
FORM – Addendum Acknowledgement	Page 47

## DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

### **Pennsylvania:**

Pennsylvania Consolidated Statutes is available at  
[https://www.legis.state.pa.us/cfdocs/legis/LI/Public/cons\\_index.cfm](https://www.legis.state.pa.us/cfdocs/legis/LI/Public/cons_index.cfm)

The Pennsylvania Public School Code of 1949 is available at  
<https://www.legis.state.pa.us/WU01/LI/LI/US/HTM/1949/0/0014..HTM>

### **Federal:**

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326  
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

**OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE**

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

\_\_\_\_\_

Federal Employer Identification Number

\_\_\_\_\_

Address

\_\_\_\_\_

Company Name

\_\_\_\_\_

City, State Zip

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Company Telephone Number

\_\_\_\_\_

Title

\_\_\_\_\_

Accounting / AP Contact Name

\_\_\_\_\_

Primary Email (for Contract Inquiries)

\_\_\_\_\_

Accounting / AP Email

\_\_\_\_\_

**Authorized Signature**

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from Pittsburgh Public Schools.

## DEFINITION OF TERMS

The terms listed below are defined as follows:

**“Attachment”** means any item the Solicitation requires the Offeror to submit as part of the Proposal.

**“Contract”** means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

**“Contract Amendment”** means a written document signed by PPS that is issued for the purpose of making changes in the Contract.

**“Contractor”** means any person who has a Contract with PPS.

**“Cost”** means the aggregate cost of all materials and services, including labor performed by force account.

**“Days”** means calendar days.

**“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“Governing Body”** means Board of Public Education of the School District of Pittsburgh.

**“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**“Materials”** means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**“Offeror”** means a person submitting a Proposal in response to a Request for Proposal

**“Person”** means any corporation, business, individual, union, committee, club, other organization, or group of individuals.

**“PPS”** means Pittsburgh Public Schools / School District of Pittsburgh

**“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

**“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

**“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end-product other than required reports and performance but does not include employment agreements or collective bargaining agreements.

**“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Qualification (“RFQ”).

**“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to this Solicitation shall be directed to Damian Link, Assistant Director of Facilities, [dlink1@pghschools.org](mailto:dlink1@pghschools.org).
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP will be accepted in writing through **March 24, 2023, by 12:00PM EST**. Request should be transmitted via email only. Written responses to all inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by **March 28, 2023, by 12:00PM EST**. No Offeror may rely upon oral responses made by any PPS employee or representative. Questions and/or clarifications concerning this RFP shall be directed to Damian Link, Assistant Director of Facilities, [dlink1@pghschools.org](mailto:dlink1@pghschools.org).
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. PPS will not be responsible for Offerors adjusting their proposal based on oral instructions by any PPS employee or representative.
- E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by PPS. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized PPS personnel having a legitimate interest in the evaluation.
- G. **Time Stamp:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

### 2. Proposal Preparation

- A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations, or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened.
- C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.
- D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the

## UNIFORM INSTRUCTIONS TO OFFERORS

exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the PPS Director of Facilities in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted by PPS.

- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** - PPS will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- I. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- J. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
  - 1. Addenda/Amendments
  - 2. Special Instructions, Terms and Conditions
  - 3. Uniform General Terms and Conditions
  - 4. Scope of Work/Specifications
  - 5. Attachments
  - 6. Exhibits
  - 7. Uniform Instructions to Offerors
- K. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of PPS. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

### 3. Submission of Proposal

- A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation title should be plainly marked on the outside of the envelope or package. One (1) original and two (2) hardcopies (total of three sets) and one (1) USB/thumb drive shall be submitted.
- B. **Electronic Submission** - Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected. However, Offerors are encouraged to submit a digital PDF copy of their Proposal along with their hardcopy submission.

## UNIFORM INSTRUCTIONS TO OFFERORS

- C. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under 62 PA §512(f)
- D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
  2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
  3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and
  4. By submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
  5. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement.
4. **Additional Information**
- A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered.
- C. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for one hundred twenty (120) days from the due date that is stated in the Solicitation.
- E. **Payment** - Payments shall comply with the requirements of 62 PA Chapter 39.D Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- F. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, PPS reserves the right to:
1. Waive any minor informality.
  2. Reject any and all Proposals or portions thereof; or



## UNIFORM INSTRUCTIONS TO OFFERORS

3. Cancel the Solicitation.

5. **Award**

- A. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by PPS and its Governing Body with authorized signatures on the Proposal and formal PPS Contract. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- B. **Effective Date** - The effective date of the PPS Contract shall be the date immediately after the Legislative Board Session, where this Proposal and PPS Contract would be recommended to the Board of Public Education of the School District of Pittsburgh for approval.

## UNIFORM TERMS AND CONDITIONS

### 1. Costs and Payments

- A. **Billings** - Contractor shall invoice PPS after delivery of goods and/or services. All invoices shall list the Contract number and the period for which services were rendered. An example will be provided for use.
- B. **Payment** - Payment terms are net forty-five (45) from receipt of Contractor's invoice.
- C. **Progress Payments** - PPS will permit progress payments under the following conditions:
  - 1. PPS and Contractor agree to the terms of the progress payments.
  - 2. Invoices describe the amounts or percentages of work complete, and the dates of services rendered.
  - 3. Services indicated complete, shall be complete, prior to PPS authorization for payment.
- D. **IRS W-9** - To receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with PPS.

### 2. Contract Changes

- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by PPS Director of Facilities or authorized agent. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. **Subcontracts** - The Contractor shall not enter any Subcontract under this Contract without the advance written approval of PPS Director of Facilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of PPS.
- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. PPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

### 3. Risk and Liability

- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification** - To the extent permitted by law, PPS shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless PPS against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance, use of materials furnished, or work performed under this Contract. PPS shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

## UNIFORM TERMS AND CONDITIONS

2. Force Majeure shall not include the following occurrences:
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### 4. Warranties

- A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by PPS the materials or services, shall be:
  1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged, and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness** - Contractor warrants that any material or service supplied to PPS shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection, testing of, or payment for, the materials or services by PPS.
- E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. **Survival of Rights and Obligations after Contract Expiration or Termination**
  1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the PPS Director of Facilities, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## UNIFORM TERMS AND CONDITIONS

### 5. Contractual Remedies

- A. **Right to Assurance** - If PPS in good faith has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, PPS may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at PPS's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, PPS may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- C. **Right of Offset** - PPS shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred, or damages assessed by PPS concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

### 6. Contract Termination

- A. **Gratuities** - PPS may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of PPS for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance.
- B. **Suspension or Debarment** - PPS may, by written notice to the Contractor, immediately terminate this Contract if PPS determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- C. **Termination for Convenience** - PPS reserves the right to terminate the Contract, in whole or in part at any time, without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- D. **Cancellation for Non-Performance or Contractor Deficiency** - PPS reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract. PPS may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - 1. Providing material that does not meet the specifications of the Contract.
  - 2. Providing work and/or material that was not awarded under the Contract.
  - 3. Failing to adequately perform the services set forth in the scope of work and specifications.
  - 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time.
  - 5. Failing to make progress in performance of the contract and/or giving PPS reason to believe that the contractor will not or cannot perform the requirements of the contract.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to PPS Director of Facilities. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data, and reports prepared by contractor under the contract shall become the property of PPS.

- E. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to PPS or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by PPS.
- F. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## UNIFORM TERMS AND CONDITIONS

### 7. Contract Claims

- A. Contract claims and controversies under this Contract shall be resolved according to 62 PA Chapter 17.

### 8. Federal and State Requirement

- A. **Compliance with Federal and State Requirements** - Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Contractor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

- B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

- C. **Davis-Bacon** – Federally funded projects are subject to the Davis-Bacon Act; therefore, the applicable Davis-Bacon wage rates should be utilized at the time of Proposal submission.

- D. **Background Check of Employees** - The Contractor, any of his/her employees, and sub-Contractors who come in direct contract with children during the discharge of responsibilities under this contract must obtain at the Contractor's expense the following background clearances. As required by Section 1-111 of the Public-School Code of 1949, as amended by Act 114 of 2006, and Act 34 of 1986, and the Child Protective Services Law, as amended, 23 Pa C.S. 6301, and Act 168 of 2014, et seq. the Contractor shall provide Federal Criminal History Record, a Pennsylvania State Police Clearance, a Pennsylvania Child Abuse History Clearance, and an Employment History Review. The results must be submitted to the District before performing any services under this contract.

- Required forms can be viewed on-line at the following website:  
<https://www.education.pa.gov/Educators/Clearances/Pages/default.aspx>
- **Act 151 – Pennsylvania Child Abuse History Clearance** - Electronically complete the PA Child Abuse History clearance at <https://www.compass.state.pa.us/cwis/public/home>
- **Act 34 – Request for Criminal Record Check** - Electronically complete the Criminal History clearance on the Pennsylvania State Police website at <https://epatch.state.pa.us>
- **Act 114 - FBI Federal Criminal History Check** - (fingerprinting required – FBI report apply online <https://uenroll.identogo.com> ; Service Code 1KG6Y3; Cost: \$21.35 paid at the fingerprinting site). You can also apply via phone at 1-844-321-2101.
- **Act 168 – Employment History Review** – Download and complete the PA Sexual Misconduct/Abuse Disclosure Release form available at <https://www.education.pa.gov/Documents/Codes%20and%20Regulations/Basic%20Education%20Circulars/Purdons%20Statutes/Act%20168%20-%20Attachment%20-%20Commonwealth%20of%20Pennsylvania's%20Sexual%20Misconduct-Abuse%20Disclosure%20Release.pdf>

## UNIFORM TERMS AND CONDITIONS

- E. **Affordable Care Act** - Contractor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to PPS as required by state or federal law.
- F. **EDGAR** – PPS seeks to procure these goods and services using funds under a federal grant or contract. Therefore, specific federal laws, regulations, and requirements apply in addition to those under PA state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

### 9. Eligible Business Enterprise (EBE) Participation

- A. **EBE Goal** - An aspirational Eligible Business Enterprise (EBE) goal of 10%, for business diversity spend, has been assigned for this contract opportunity. An EBE is a collective of firms that are certified in one or more of the following business diversity categories, registered in our online EBE directory, and used to track the District's diversity spend:
- Minority Business Enterprise (MBE)
  - Women Business Enterprise (WBE)
  - Disadvantaged Business Enterprise (DBE)
  - U. S. Small Business Administration 8(A)
- B. **Proposed Business Diversity Utilization**
- Is your firm a certified MBE, WBE, DBE or 8(a) firm? If so, please provide proof of current certification from a certifying entity. Self-certification is not accepted.
  - Please also provide detailed information regarding any additional business entity that will assist in completing the scope of work as defined by this solicitation. This should include the:
    - 1) Company Name
    - 2) Company Contact (including title, email, and phone number)
    - 3) Scope of Work
    - 4) Dollar Amount & Percentage of Contract
    - 5) Company Diversity Type (provide proof for each certified firm)
      - MBE, WBE, DBE, 8(A), Diverse but not certified, N/A
- C. **Good Faith Effort** - If no portion of this contract will be awarded to a diverse business, specifically \$0 or 0% diversity spend, please provide detailed information addressing your firm's culture for business diversity & inclusion.
1. Diversity Spend: How much money did your company spend with certified MBE, WBE, DBE and/or 8(a) firms last year? What was the diversity percentage based on your total spend?
  2. Diversity Count: What is the total number of MBE, WBE, DBE and/or 8(a) firms that your company contracted with last year? Please itemize by each diversity type as well.
  3. Membership: Are you a member of any supplier/business diversity organizations? If so, please share the name of the organization and provide details concerning your level of involvement with that organization.
- D. **Questions Regarding EBE** - For additional documentation related to EBE policies, the Offeror should visit the PPS district website at: <https://www.pghschools.org/mwbe> or contact Paula B. Castleberry, Minority/Women Business Coordinator at [pcastleberry1@pghschools.org](mailto:pcastleberry1@pghschools.org)

## SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled, or extended as otherwise provided herein.
2. **CONTRACT EXTENTION:** PPS reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **CONTRACT TYPE:** The term contract shall be a percent discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.
5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s). If a firm submitting a Proposal requires PPS to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal. Partial offers will be considered.
6. **VENDOR CONTRACT DOCUMENTS:** PPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the Contract unless and until an authorized representative of PPS reviews and approves it. The terms and conditions within this solicitation will prevail and supersede any inconsistent terms and conditions of your firm's agreement.
7. **PROPOSAL ACCEPTANCE PERIOD:** To allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
8. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
9. **TIME STAMP:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
10. **AWARD:** Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to PPS based on the factors set forth in the Request for Proposal.
11. **DISCUSSIONS:** After the initial receipt of Proposals, PPS reserves the option to conduct discussions with those Offerors who submit Proposals determined to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal to obtain the most advantageous contract for PPS.
12. **BEST AND FINAL OFFERS:** If discussions are conducted PPS shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

## SPECIAL TERMS AND CONDITIONS

13. **PRICING:** Contract pricing must be based upon:
  - 1) Fixed discount(s) off published price list(s) or catalog(s)
  - 2) Firm fixed price.
  - 3) A combination of the above
14. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
15. **CATALOG/PRICE LIST DISCOUNTS:** Discounts offered must clearly identify a percentage of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract. Current catalog or list prices, at the time of the Proposal submission, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.
16. **DISCOUNTS:** Discount offers must clearly identify the percentage of discount to apply to the Contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.
17. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to PPS. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
18. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **NOTIFICATION OF UNAUTHORIZED USE:** Contractor shall notify PPS of any unauthorized license use (such as exceeding the number of licenses purchased). PPS shall have thirty (30) days to correct the issue without penalty.
20. **TRAVEL EXPENSE REIMBURSEMENT:** Contractor shall be responsible for travel arrangements and expenses. Travel expenses shall be included in the fee submitted and may not be billed separately.
21. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by PPS. Successful vendor shall be responsible for notifying PPS of all discontinued products in writing.
22. **PRODUCT DISCONTINUANCE:** If the manufacturer discontinues the product or model, PPS at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
  - A. A formal announcement from the manufacturer that the product or model has been discontinued.
  - B. Documentation from the manufacturer that names the replacement product or model.
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
  - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.



## SPECIAL TERMS AND CONDITIONS

- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- F. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

- 23. **SHIPPING TERMS:** Prices shall be F.O.B. Destination. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. PPS will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 24. **DELIVERY:** Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. PPS reserves the right to declare a breach of contract if contractor delivers nonconforming materials.
- 25. **PROTECTION OF MEMBERS:** The Contractor shall protect all furnishings from damage and shall protect PPS property from damage or loss arising in connection with this contract. Contractors shall make good any such damage, injury or loss caused by their operations or employees, to the satisfaction of PPS. The Contractor shall confine his equipment, storage of materials and the operation of workmen to the limits as indicated by the PPS Director of Facilities or designated agent, in the area in which the work is being performed. Any damage caused to PPS facilities, lawns, etc., shall be repaired immediately or replaced at no additional cost.

The successful Contractor shall take all necessary precautions for the safety of students, employees, and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. The Contractor assumes all liability for acts and omissions of all persons whether directly or indirectly employed by their firm. The Contractor shall maintain such insurance as will protect them and PPS from claims or damage for personal injury, including death, which may arise from operations under this contract.

- 26. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
- 27. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 28. **DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor.
- 29. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to PPS immediately.
- 30. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards, the National Electric Code, and the National Fire Protection Association Standards.
- 31. **LICENSES:** Contractor shall maintain current status of all federal, state, and local licenses and permits required by the operation of the business conducted by the contractor.
- 32. **WARRANTY:** Each Proposal must include a complete and exclusive statement of the product warranty.
- 33. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name; model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

## SPECIAL TERMS AND CONDITIONS

- 34. INSURANCE:** Contractor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Contractor's Insurance:** No Contractor shall commence work under this Contract until it has obtained all insurance required under this or any subsequent section of the Contract Documents and such insurance has been approved by the Owner. The Contractor shall not permit any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Public Liability and Property Damage Insurance shall be made out in favor of the School District of Pittsburgh. All insurance specified herein shall be paid for by the Contractor.
2. **Compensation Insurance:** The Contractor shall accept, insofar as the work covered by this Contract is concerned, provisions of Workmen's Compensation Act of 1915 and any supplements or amendments now in force or which may hereafter be enacted and agrees that it will insure its liability thereunder. In case any work is subcontracted, the Contractor shall require the Subcontractors to provide Workers Compensation Insurance for all the Subcontractors employees unless such employees are covered by protection afforded by the Contractors.
3. **Public Liability and Property Damage Insurance:** The Contractor shall take out and maintain during the life of this Contract, such Public Liability and Property Damage Insurance as shall protect it, and the Subcontractors performing work covered by this Contract, from claims for damages and personal injury, including accidental death, as well as from claims for property damages which may arise from operations in accordance with this Contract, whether such operations be by itself or by any Subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:
  - A. Commercial General Liability on an occurrence coverage form. General aggregate limit applies per project and per location. The limits of liability shall not be less than:
    1. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
    2. \$500,000 damage to rented premises (each occurrence)
    3. \$10,000 medical expenses (any one person)
    4. \$1,000,000 personal injury
    5. \$2,000,000 general aggregate
    6. \$2,000,000 aggregate on products and completed operations.
  - B. Automobile Liability. Include coverage for any auto, owned, non-owned and hired. The limits of liability shall not be less than:
    1. \$1,000,000 combined single limit (each accident)
  - C. Umbrella Liability:
    1. \$10,000,000 each occurrence
    2. \$10,000,000 aggregate
  - D. Workers Compensation and Employers' Liability, The limits of liability shall not be less than:
    1. Per Statute
    2. \$1,000,000 for each accident for bodily injury by accident.
    3. \$1,000,000 for each employee for bodily injury by disease.
    4. \$1,000,000 policy limit

## SPECIAL TERMS AND CONDITIONS

4. **Property Insurance:** Property insurance acceptable in the form of Builder's Risk. The Prime General Contractor for the General Work shall obtain, and maintain during the life of this Contract, property insurance for the Total Project (all four Prime Contracts – General Construction; Electrical, Heating Ventilation/Air Condition; and Plumbing are the Prime Contractors) to the full insurable value thereof. The insurance shall include the interests of all Prime Contractors, Subcontractors, and the Owner and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism, and malicious mischief.
5. **Insurance Requirements for Sub-trade Contractors:** Contractor shall ensure that all tiers of his Sub Contractors shall maintain insurance in like form and amounts, including the Additional Insured requirements. Each Sub Contractor shall provide Certificates of Insurance and applicable endorsements to the Prime Contractor prior to the start of the Sub Contractor's work on this project.
6. **Insurance Covering Special Hazards:** Insurance covering special hazards shall be taken out by the Contractor if so, required in the Specifications. Any contract requiring removal of material containing asbestos will require appropriate coverage.
7. **Additional Insured Endorsement:** Blanket additional insured coverage should include the Owner (School District of Pittsburgh), its officers, directors and employees, the Architect/Engineer of the project and any other party as may be required by the Owner.
8. **Certificates of Insurance:** Acceptable to the Owner shall be filed with the Owner prior to the commencement of the work, updated as required. No Contractor will be permitted to proceed unless the Certificate of Insurance is presented to the Owner.
  - A. If any party is damaged by the failure of the other to purchase or maintain insurance required under this section and so notifies the other party, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs properly attributable thereto.
  - B. Whenever the Contractor is required under this Contract to furnish insurance coverage, all policies of insurance so furnished shall be issued by an insurance company or by insurance companies qualified to do business in the Commonwealth of Pennsylvania and having a A.M. BEST Rating of "A" or better.
9. **Acceptance/Compliance:** The required insurance shall be subject to the approval of the Owner. If higher limits or other forms of insurance (e.g., professional liability, builders' risk, hazardous materials, or pollution liability) are required by the Owner, the Contractor will comply with such requirements. Owner may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, Owner may terminate this agreement and/or withhold payment.

## SPECIAL TERMS AND CONDITIONS

**35. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to PPS.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify PPS and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

**36. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to PPS on a temporary basis are Offeror's, not PPS employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees, and that Offeror and any employees working for Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance Federal and State Unemployment Taxes  
Federal and State Withholding and Reporting Requirements Unemployment Compensation Insurance  
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with PPS, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

In compliance with all applicable laws, the Offeror shall, at no charge to PPS, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of everyone who will perform services to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to PPS. The fingerprint and background checks will be conducted in accordance with applicable laws.

At any time, and for any reason, PPS may request or reject any of Offeror's employees.

Offeror agrees to comply with the PPS rules, regulations, and policies.

**37. EMPLOYEE IDENTIFICATION:** All employees must check in at the front office of each PPS site. The employee must always have an identification badge in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

## SCOPE OF WORK

### 1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit qualified providers of comprehensive asset and work order management software solutions that will support the Pittsburgh Public Schools (PPS) in decision-making for capital planning and expenditure.

This project may be federally funded by the American Rescue Plan (ARP), Elementary and Secondary School Relief Act (ESSER).

### 2. BACKGROUND

The School District of Pittsburgh is a school district of the first-class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Public-School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended with offices at: 341 South Bellefield Avenue, Pittsburgh, PA 15213, hereinafter referred to as the "District." Any reference to Pittsburgh Public Schools (PPS) also means the District.

#### i. District Vision

All students will graduate high school college, career and life-ready prepared to complete a two-or four-year college degree or workforce certification.

#### ii. District Mission

The Pittsburgh Public Schools will be one of America's premier school districts, student-focused, well-managed, and innovative. We will hold ourselves accountable for preparing all children to achieve academic excellence and strength of character, so that they have the opportunity to succeed in all aspects of life. Students will graduate high school college, career and life-ready prepared to complete a two-or four-year college degree or workforce certification.

#### iii. District Beliefs

- All children can learn at high levels.
- Teachers have a profound impact on student development, and should have ample training, support, and resources.
- Education begins with a safe and healthy learning environment.
- Families are an essential part of the education process.
- A commitment from the entire community is necessary to build a culture that encourages student achievement.
- Improvement in education is guided by consistent and effective leadership.
- Central office exists to serve students and schools.

The Department of Facilities, Maintenance, and Plant Operations is soliciting this RFP. This department is responsible for the daily facility operations, planning, construction, renovation, and maintenance of the district's **sixty-seven (67) facilities** across 7 million square feet.

### 3. SCOPE OF SERVICES

The asset and work order management system will enable PPS to track and manage all assets, service requests, work orders, inspection reports, preventative maintenance, and inventory through a centralized database of information that is user-friendly and accessible from both desktop and mobile devices. It must provide tools for capital planning, budgeting, and projections of future expenditure. The software should also provide robust reporting and analytics capabilities, including the ability to generate reports on asset conditions, maintenance activities, and budget information. Lastly, the software should be scalable and allow integrations with existing systems such as the financial management software, Munis.

### 4. GENERAL

4.1. Menu driven and graphical user interfaces with online help system.

4.2. Ability to integrate with other related software such as:

## SCOPE OF WORK

- 4.2.1. Financial systems (Munis)
- 4.2.2. Bar code scanning software
- 4.2.3. Complaint management systems
- 4.2.4. Emergency management systems
- 4.2.5. Fuel management systems
- 4.2.6. Energy management systems
- 4.2.7. Microsoft Office Suite

- 4.3. Offers email distribution of reports, approval requests, etc. from within the system.
- 4.4. Supports simultaneous multi-user access with role-based security.
- 4.5. Offers mobile access with capabilities similar to the desktop version.
- 4.6. Provides an audit trail of record changes that includes the user, date, and time.
- 4.7. Ability to attach unlimited documents, photos, or videos to work orders, asset files and inventory item files.
- 4.8. Ability to identify parts and equipment needed for a selected activity.
- 4.9. Ability to include notes in work orders or asset records with unlimited text fields and edit/spell check tools.
- 4.10. Accessible through a variety of web browsers such as Chrome, Safari, Internet Explorer, and Firefox, as well as Android and iOS-mobile devices.
- 4.11. Allows for multiple labor rate assignments.
- 4.12. Ability to mass update fields across like records.

## 5. WORK ORDER AND ASSET MANAGEMENT

- 5.1 Ability to support multi-user work order requests that include unlimited items.
- 5.2 Offers automatic assignment of unique work order numbers to requests.
- 5.3 Provides a warning if the type of work requested for an asset is addressed by an existing open work order for the same asset.
- 5.4 Ability to copy/duplicate work orders to support reoccurring needs.
- 5.5 Ability for requestor to view requests, status, and resolutions.
- 5.6 Ability to escalate workflow approval process for emergency and priority requests.
- 5.7 Allows work orders to be created with or without assets tied to them.
- 5.8 Ability to link several assets to a single work order.
- 5.9 Allows for user definable work order categories such as reactive, maintenance, chargeable, etc.
- 5.10 Identifies parts and equipment required to complete the work order, reserves the same in the inventory system and assigns corresponding job costs.
- 5.11 Ability to assign and manage work orders to individuals, crews or outside contractors.
- 5.12 Offers schedule balancing by crew, person, or geographical location.
- 5.13 Provides automatic notification of new work orders to sender and assigned user(s).

## SCOPE OF WORK

- 5.14 Allows an unlimited number of work orders open at one time.
- 5.15 Provides estimated and actual labor, equipment hours, tools, materials, outside resources and costs associated with the work order.
- 5.16 Ability to generate a daily work list for staff based on work orders, assigned tasks, and estimated time to complete them.
- 5.17 Allows personnel to select and review work orders using multiple selections and sorting criteria.
- 5.18 Ability to map and display location and status of selected work orders.
- 5.19 Identifies delinquent work orders.
- 5.20 Field ability to access file attachments.
- 5.21 Ability to charge work by line item to cost centers or general ledger accounts.
- 5.22 Ability to assign a unique asset number with scannable QR code to each asset.
- 5.23 Provides location management of asset by building, floor, room, etc.
- 5.24 Asset location can be viewed on graphical interface of building floor plans.
- 5.25 Ability to transfer an asset and all related records and history to another person, location, or facility.
- 5.26 Ability to provide condition assessment ratings and create a corresponding report.
- 5.27 Ability to capture asset history that includes:
  - 5.27.1 Images
  - 5.27.2 Warranty information
  - 5.27.3 Serial number
  - 5.27.4 Asset tag number
  - 5.27.5 Model
  - 5.27.6 Installation dates and location
  - 5.27.7 Operation and maintenance instructions
  - 5.27.8 Maintenance and repair history
  - 5.27.9 Retirement and disposition
- 5.28 Ability to search, select and display assets, asset condition, work history and pending work information.

## 6. PREVENTATIVE MAINTENANCE (PM)

- 6.1 Supports PM management and asset management for vertical assets (building and its components) and lineal assets (systems comprising the whole main system)
- 6.2 Provides automatic notification to drivers when vehicle PM is due or maintenance technicians when equipment PM work is due.
- 6.3 Ability to trigger automatic creation of PM work orders based on calendar time or equipment run time.
- 6.4 Ability to schedule seasonal or cycle PMs (i.e., “between June and September”)
- 6.5 Ability to group assets by location to create and schedule PM.
- 6.6 Ability to schedule closures and shutdowns by date and time.

## SCOPE OF WORK

- 6.7 Ability to access procedure checklists, equipment manuals, maintenance and repair history, photos, and other related resources or attachments.

### 7. MATERIALS MANAGEMENT

- 7.1 Provides real-time access to inventory information.
- 7.2 Ability to reserve shared equipment and tools.
- 7.3 Ability to issue inventory to workorders, between storage areas and to record all other transactions affecting inventory supply level.
- 7.4 Ability to designate multiple areas as warehouses and assign multiple warehouses to one part.
- 7.5 Provides automatic notification for parts reordering (with quantity) based on current quantity on hand, quantity already on order and work order reservation.
- 7.6 Ability to identify the manufacturer, model number and preferred vendor for a part.
- 7.7 Supports multiple inventory valuation methods (LIFO, FIFO, Average, etc.)

### 8. SAFETY AND RISK MANAGEMENT

- 8.1 Ability to integrate safety information such as confined space entry permits, lockout/tagout, hot work activity tracking, etc.
- 8.2 Offers accident reporting by employees via desktop or mobile application.
- 8.3 Allows for permission-based access to accident information.
- 8.4 Allows for Material Safety Data Sheet tracking and interfacing with online compliance sites.

### 9. CAPITAL PROJECTS

- 9.1 Ability to identify future capital investment that addresses life cycle needs and deferred maintenance, along with optimizing the current and future stock of assets.
- 9.2 Ability to optimize capital spending, reduce operating costs, lower energy consumption, and reduce carbon footprint.
- 9.3 Ability to track project budget and schedule at both the project and program levels.
- 9.4 Ability to assign and track projects and tasks, project milestones and general ledger accounts for specific projects.

### 10. REPORTING

- 10.1 Ability to modify standard system reports and create and save custom reports.
- 10.2 Ability to create location-based reports based on geographical region or user defined areas and subjects.
- 10.3 Offers metric-specific reporting such as work order aging, escalations, past due approvals, etc.
- 10.4 Allows users to schedule reports to run automatically on a defined schedule for a defined distribution list.
- 10.5 Ability to restrict queries and reports based on user level security flows.
- 10.6 Ability to preview all reports before printing.
- 10.7 Ability to export data to standard formats (.csv, Excel, pdf).



<b>SCOPE OF WORK</b>
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**11. IMPLEMENTATION, TRAINING AND ONGOING SUPPORT**

- 11.1 Ability to import pre-collected data including asset records, maintenance history and inventory records.
- 11.2 Provides electronic training materials and manuals for new users.
- 11.3 Offers onsite training and support.
- 11.4 Offers technical website support available 24/7
- 11.5 Provides updates and software patches as they become available and support for applying the same.

**12. ADDITIONAL SERVICES**

Additional services may be identified that are considered to be within the Scope of Work but not specifically addressed in this RFP. In such circumstances, any additional services shall be clearly identified in Tab 2 Cost, 2.4, and Tab 3 System Features and Functionalities, 3.3.

## EVALUATION CRITERIA

### EVALUATION CRITERIA

PPS will evaluate the proposals and rank them from the one most likely to the one least likely to satisfy the requirements of the RFP. PPS may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, PPS reserves the option to enter discussion on pricing and/or other portions of the proposal and may request Best and Final Offers. However, offering firms are cautioned that PPS may proceed with an award based on information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final Offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

1. **Cost – (250 Points Possible)** Overall system pricing, implementation fees, training fees, maintenance and upgrade fees, other related costs and discounts offered will be considered. Offerors are responsible for including any regional pricing differentiations if applicable.
2. **System Features and Functionality – (250 Points Possible)** Overall system approach and functionality is considered in the evaluation process, including fulfilling the requirements of the Scope of Work, ease of use, intuitive and flexible user interface, administration, and reporting tools.
3. **Experience and Expertise – (175 Points Possible)** Experience, expertise, and qualifications of the firm and key personnel in providing required services including the financial stability of the firm. Previous experience with similar or like services as outlined in this RFP is also considered.
4. **Implementation, Training and Ongoing Support – (175 Points Possible)** The implementation process, data conversion capabilities, approach to project management and ongoing customer support options and availability (online chat, phone, email, etc.) and availability will be considered.
5. **Additional Value-Add Services Offered – (100 Points Possible)** Other related products or services offered that add value to this solicitation.
6. **Responsiveness – (50 Points Possible)** Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. All forms have been completed, signed, and submitted in the response.

## SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

### SUBMITTAL REQUIREMENTS

Offeror shall prepare **one (1) original and two (2) copies (total of three sets) and one (1) USB/thumb drive** of the proposal. The original should be marked "ORIGINAL", and the copies should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in the Proposal Format section below.

### PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. PPS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

#### TAB 1 – GENERAL INFORMATION

- 1.1 Provide a signed letter of interest in providing the products and services described in this solicitation.
- 1.2 Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements of the Scope of Work detailed within this RFP and the ability of the firm to comply with all terms, requirements, and conditions of the resultant contract.
- 1.3 Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

#### TAB 2 – COST

- 2.1 Identify whether your pricing structure is subscription based or a perpetual license. Clarify whether the prices submitted include future product developments and upgrades or updates only.
- 2.2 Provide all potential costs to implement and support a site-based and/or web-based and hosted solution including, but not limited to, the following (list each system separately):
  - 2.2.1 Software licensing
  - 2.2.2 Annual maintenance and upgrades
  - 2.2.3 Lapsed license fee
  - 2.2.4 Any applicable third-party product licensing
  - 2.2.5 Hosting fee
  - 2.2.6 Implementation and installation fees including (if applicable)
  - 2.2.7 Data conversion
  - 2.2.8 Content loading
  - 2.2.9 Integration with other software
  - 2.2.10 Project management
  - 2.2.11 Customization options
  - 2.2.12 Initial and ongoing training
- 2.3 Identify any available discounts your firm will offer PPS such as discounts for early payment, for purchasing multiple modules, for purchasing support covering multiple years, or volume discounts.
- 2.4 Any other costs associated with the proposed system(s) including but not limited to additional system modules your firm intends to offer under this contract (see Tab 3, Item 3.3).

## SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

### TAB 3 – SYSTEM FEATURES AND FUNCTIONALITIES

- 3.1 Offeror shall provide, in detail, the overall scope, key features, function, benefits and capabilities of the asset and work order management system and how the proposed software performs. Include how many concurrent users are supported.
- 3.2 Provide a proposed method of satisfying the requirements of the Scope of Work (pages 21-25) as specified herein on a line-by-line basis for the applicable items listed below. Include available system customization options.
  - 3.2.1 General (page 21, lines 4.1 through 4.12)
  - 3.2.2 Work Order and Asset Management (page 22, lines 5.1 through 5.28)
  - 3.2.3 Preventative Maintenance (page 23, lines 6.1 through 6.7)
  - 3.2.4 Materials Management (page 24, lines 7.1 through 7.7)
  - 3.2.5 Safety and Risk Management (page 24, lines 8.1 through 8.4)
  - 3.2.6 Capital Projects (page 24, lines 9.1 through 9.4)
  - 3.2.7 Reporting (page 24, lines 10.1 through 10.7)
  - 3.2.8 Implementation, Training and Ongoing Support (page 25, lines 11.1 through 11.5)
- 3.3 Describe in detail any other available system modules whose features and functionalities were not specifically mentioned in Scope of Work, Items 4-10 (pages 21-24), but that may enhance and add value to the overall system experience. Include pricing for these modules under Tab 2, Item 2.4.
- 3.4 Describe remote access capabilities and supported technology. Include a list of mobile platforms and devices supported. Indicate if system is browser-based or web enabled and if this applies to the entire application or only specific areas of functionality.
- 3.5 Describe safety and security measures taken by your firm. Include:
  - Precautions taken to prevent malware, viruses, and other harmful effects.
  - Data backup frequency and process
  - Policies and procedures regarding private data collected and procedures in the event of a data leak.
  - Disaster recovery plans
- 3.6 Identify how and where attachments are stored.
- 3.7 Identify any storage limitations to the amount of data housed and any restrictions relating to how long data may be stored.
- 3.8 Detail the complete work order process from request entry to close out including when time and resources are assigned.
- 3.9 Describe how customizations may impact system upgrades.
- 3.10 Describe in detail reporting capabilities. Include sample reports and customization capabilities. Identify available formats for exporting data and reports.
- 3.11 Provide a statement of warranty and/or performance guarantee.
- 3.12 Describe the process for discontinuation of services. Include the process and format of transferring PPS owned data.
- 3.13 Include a demo flash drive or weblink to a product demonstration site (not a marketing ad).

## SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

### TAB 4 – EXPERIENCE AND EXPERTISE

- 4.1 Provide information that documents successful and reliable experience in past performances, especially those performance related to the requirements of this RFP. Describe your firm's target industry focus, what sets your firm apart from the competition and makes your firm an industry expert.
- 4.2 Provide your firms total employee count for the following positions:
  - Product Development
  - Support: Implementation and Help Desk
  - Sales
  - Administration
- 4.3 Provide detailed information regarding the key personnel that will be selected to manage and oversee any resultant contract with PPS. Provide resumes and/or biographical statements that include experience, education, certifications and honors or awards given for the following key personnel (if applicable).
- 4.4 Provide job descriptions and minimum qualifications for positions that may be assigned to this PPS account, such as:
  - Project Managers
  - Account Managers
  - Support Staff
  - Implementation Staff
  - Technical Staff
  - Trainers
- 4.5 Describe your firm's employee training program and/or approach to staff continuing education.
- 4.6 Provide a list of your firms five largest government contracts and include a contract you feel best compares to Pittsburgh Public Schools. Include the name, title, phone number and email address of the primary client contact for each. A complete breakdown of all fees incurred by the client during the first five years of their contract.
- 4.7 Provide any available information documenting metrics your firm routinely uses such as system down time, customer support response time, customer contact frequency, customer satisfaction and any other customer value/savings measurement.
- 4.8 Include complete Financial Disclosure Questionnaire on (page 31).

### TAB 5 – IMPLEMENTATION, TRAINING AND ONGOING CUSTOMER SUPPORT

- 5.1 Provide a sample roll out timeline with planning considerations. Detail the role of each person involved.
- 5.2 Discuss interface and data conversion requirements, particularly the information needed from PPS.
- 5.3 Provide a sample outline of the initial training program.
- 5.4 Describe ongoing training options and resources.
- 5.5 Detail your firm's customer support program. Include representative availability and contact options.
- 5.6 Identify all services included in the annual maintenance.

<b>SUBMITTAL REQUIREMENTS &amp; PROPOSAL FORMAT</b>
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**TAB 6 – ADDITIONAL VALUE-ADDED SERVICES OFFERED**

- 6.1 Complete the Geographical Locations and Regions Form (page 33)
- 6.2 Identify other value-added services your firm will offer PPS such as additional modules available and related business process analysis.

**TAB 7 – RESPONSIVENESS**

Complete all requested forms in the format requested. Required forms shall be signed by a person authorized to bind your firm to the contract.

- 7.1 Proposal Contract and Acceptance Form (page 5)
- 7.2 Confidential/Proprietary Submittals (page 35)
- 7.3 Deviations/Exceptions (page 36)
- 7.4 Non-Collusion Affidavit (page 37)
- 7.5 EDGAR Certifications (page 38)
- 7.6 Debarment Certification (page 43)
- 7.7 Eligible Business Enterprise Form (page 44)
- 7.8 Certificate of Insurance (page 45)
- 7.9 W-9 Form (page 46)
- 7.10 Addendum Acknowledgement (page 47)

## FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 4

**Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond “Not Applicable”, “N/A”, or “none” as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:**

1.	<p>Within the past five years, has the vendor, any principal, owner, officer, major stockholder, affiliate, or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:</p> <p><b><i>*For each Yes answer to questions listed in the section, provide on additional sheets regarding the finding, including but not limited to parties involved, cause, status, resolution, etc.</i></b></p>	
	(a) A judgment or conviction for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(b) A criminal investigation or indictment for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(c) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state, or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(d) An investigation for a civil or criminal violation for any business-related conduct by any federal, state, or local agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(e) A grant of immunity for any business-related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(f) Any licenses/certifications denied, revoked, or suspended or provisionally issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(g) A federal, state, or local government contract suspension or termination for cause prior to the completion of the term of a contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(h) A federal, state, or local government suspension or debarment from the contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state, or local contract or lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(j) A federal state or local determination of willful violation of any public works or labor law or regulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(k) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(l) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>During the past three years, has the vendor failed to file returns or pay any applicable federal, state, or local government taxes?</p> <p><b><i>*If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.</i></b></p>	
		<input type="checkbox"/> Yes <input type="checkbox"/> No

## FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 4

3.	Has the vendor had any bankruptcy proceedings, assignments for the benefit of creditors or other measures taken for the protection against creditors been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any of the aforementioned proceedings pending by or against the vendor or its affiliates, regardless of the date of filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Does the vendor have at least five years of experience working with public sector agencies (schools, cities, municipalities, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Is the vendor a division or subsidiary of another firm? <i><b>*If yes, provide the name and address of the parent firm. Include a description of the working relationship between the vendor and the parent firm. Specify what impact if any, the relationship will have on the vendor's ability to meet the requirements for services described in the solicitation.</b></i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Has the vendor ever had a name change? <i><b>*If yes, provide all names formerly known as.</b></i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	How long has vendor been doing business in Pennsylvania?	_____ years
9.	Provide the vendor's annual sales for the last four years:  2022: _____ 2021: _____ 2020: _____ 2019: _____	

The undersigned personally and on behalf of the vendor identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that PPS will rely upon the information contained herein and in any attached pages for purposes of evaluating vendor's responsibility for contract award and PPS may, in its discretion, by means which it may choose, verify the truth and accuracy of any statements made herein and may request a copy of audited financial statements for the immediate past two fiscal years.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Officer

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title



## GEOGRAPHICAL LOCATIONS AND REGIONS – TAB 6

Place an "X" in the box(es) next to the geographical locations served by your firm. Mark the appropriate "All" boxes if your firm provides products and/or services to all states listed in a Division (no need to mark each state individually).

### REGION 1: Northeast

### Offered

Division 1: New England	All	
	Connecticut	
	Maine	
	Massachusetts	
	New Hampshire	
	Rhode Island	
	Vermont	
Division 2: Mid Atlantic	All	
	New Jersey	
	New York	
	Pennsylvania	

### REGION 2: Midwest

### Offered

Division 3: East North Central	All	
	Illinois	
	Indiana	
	Michigan	
	Ohio	
	Wisconsin	
Division 4: West North Central	All	
	Iowa	
	Kansas	
	Minnesota	
	Missouri	
	Nebraska	
	North Dakota	
	South Dakota	

### REGION 3: South

### Offered

Division 5: South Atlantic	All	
	Delaware	
	Florida	
	Georgia	
	Maryland	
	North Carolina	
	South Carolina	
	Virginia	
	District of Columbia	
	West Virginia	
Division 6: East South Central	All	
	Alabama	
	Kentucky	
	Mississippi	
	Tennessee	
Division 7: West South Central	All	
	Arkansas	
	Louisiana	
	Oklahoma	
	Texas	

**GEOGRAPHICAL LOCATIONS AND REGIONS – TAB 6**

<b>REGION 4: West</b>		<b>Offered</b>
Division 8: Mountain	All	
	Arizona	
	Colorado	
	Idaho	
	Montana	
	Nevada	
	New Mexico	
	Utah	
	Wyoming	
Division 9: Pacific	All	
	Alaska	
	California	
	Hawaii	
	Oregon	
	Washington	

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittal (mark one):

☐ No confidential/proprietary materials included.

☐ **Confidential/Proprietary materials included.** Offerors should identify below any portion of their Proposal deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and PPS prior to any public disclosure. Only the items specifically listed below will be considered. PPS will not review the entire proposal for confidential markings. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. PPS will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Proposal or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

*The undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.*

---

Company Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

---

*Date* \_\_\_\_\_

---

*Printed Name and Title*

DEVIATIONS/EXCEPTIONS	

Offerors shall indicate any, and all deviations/exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur and describe in detail. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by PPS.

Deviations / Exceptions (mark one):

- ☐ **No Deviations / Exceptions**
- ☐ **Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):**

[illegible]

*The Undersigned hereby acknowledges that any deviation/exceptions to this Solicitation are clearly listed on this Form.*

Company Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

---

Date \_\_\_\_\_

---

---

*Printed name and Title*

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose, and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

## EDGAR CERTIFICATIONS

Pittsburgh Public Schools School District (referred to herein as "District")  
\_\_\_\_ (referred to herein as "Vendor")  
\_\_\_\_ (title of contract: referred to herein as "Contract")

### ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when District spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.**

#### **(A) Vendor Violation or Breach of Contract Terms**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.**

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

#### **(B) District Termination for Cause and for Convenience**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be effected and the basis for settlement.**

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

#### **(C) Equal Employment Opportunity**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

## EDGAR CERTIFICATIONS

41 CFR Part 60-1.3, states that "federally assisted construction contract" means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

The District has determined that the Contract [is] [is not] a federally assisted construction contract.

If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (D) Prevailing Wage Requirement for Construction Contracts

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland "Anti-Kickback Act," 40 USC 3145, as supplemented by Department of Labor regulations.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (E) Contract Work Hours and Safety Standards

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (F) Rights to Inventions Made Under Agreement

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms. The District has determined that these requirements are not applicable to the Contract.

### (G) Clean Air Act and Federal Water Pollution Control Act

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (H) Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## EDGAR CERTIFICATIONS

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (I) Byrd Anti-Lobbying Amendment

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree to the above terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (K) Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



## EDGAR CERTIFICATIONS

### **(L) Procurement of Recovered Materials**

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(M) Bonding Requirements**

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(N) General Compliance and Cooperation**

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of vendor.

### **(O) Record Retention Requirements**

When federal funds are expended by PPS for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed, shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of vendor.

### **(P) Certification Of Applicability To Subcontractors**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of vendor.

**EDGAR CERTIFICATIONS**

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

<b>DEBARMENT CERTIFICATION</b>
--------------------------------

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete, and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ELIGIBLE BUSINESS ENTERPRISE (EBE)**

Pursuant to the Uniform Terms and Conditions of this RFP, offering companies that have been certified as Eligible Business Enterprise (EBE) entities are encouraged to indicate their EBE status when responding to this solicitation.

**Proposed Business Diversity Utilization** - Please indicate all that apply.

Vendor certifies that this firm is a Minority Business Enterprise (MBE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor certifies that this firm is a Women Business Enterprise (WBE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor certifies that this firm is a Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor certifies that this firm is a U.S. Small Business Administration (8(A))	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please provide a copy of your current certification from a certifying agency. Self-certification is not accepted.

Please also provide detailed information regarding any additional business entity that will assist in completing the scope of work as defined by this solicitation. This should include the:

- 1) Company Name
- 2) Company Contact (including title, email, and phone number)
- 3) Scope of Work
- 4) Dollar Amount & Percentage of Contract
- 5) Company Diversity Type (provide proof for each certified firm) [MBE, WBE, DBE, 8(A), Diverse but not certified, N/A]

**Good Faith Effort** - If no portion of this contract will be awarded to a diverse business, specifically \$0 or 0% diversity spend, please provide detailed information addressing your firm's culture for business diversity & inclusion.

1) Diversity Spend: How much money did your company spend with certified MBE, WBE, DBE and/or 8(a) firms last year? What was the diversity percentage based on your total spend?

2) Diversity Count: What is the total number of MBE, WBE, DBE and/or 8(a) firms that your company contracted with last year? Please itemize by each diversity type as well.

3) Membership: Are you a member of any supplier/business diversity organizations? If so, please share the name of the organization and provide details concerning your level of involvement with that organization.

-----  
**I, the authorized representative for the company named below, certify that the information concerning EBE certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) \_\_\_\_\_

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH PPS, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

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

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURED	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

## COVERAGES

**CERTIFICATE NUMBER:** \_\_\_\_\_

**REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

PPS SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO PPS. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

## CERTIFICATE HOLDER

## CANCELLATION

School District of Pittsburgh  
341 S. Bellefield Ave,  
Pittsburgh, PA 15213

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

AUTHORIZED REPRESENTATIVE

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

<b>ADDENDUM ACKNOWLEDGEMENT</b>
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Any official addendums which may be issued in connection with this proposal must be signed for below by an authorized representative as having been received and incorporated in this bid.

	<b>Addendum Date</b>	<b>Signature</b>
Official Addendum No. 1	_____	_____
Official Addendum No. 2	_____	_____
Official Addendum No. 3	_____	_____
Official Addendum No. 4	_____	_____
Official Addendum No. 5	_____	_____

**Submitted by:** \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Company)