

**BEFORE AND AFTER SCHOOL
CARE SERVICES**

**Request for Proposals
RFP-2023**



Wilson School District

SECTION 1: INTRODUCTION.

1.0 Statement of Purpose.

The Wilson School District (“District,”) seeks proposals to enter into a contract with an entity (the ultimate contracting party shall be known as the “Provider” and the entity responding to the RFP shall be known as “Proposer”), which can provide Before and After School Care Services at child care centers for students of the District at the five elementary schools in the District using the District’s facilities. The Provider is to provide programming that complies with the Pennsylvania Department of Human Services (“DHS”) requirements as forth is Chapter 3270 of the Pa. Code applicable to Child Care Centers (“Regulations”) for such programs (collectively, the “Services”). The Services are only for students who reside and are enrolled in the District. The Services shall include providing care from the first day of the 2024-2025 school year, as published on the District calendar, to be approved in early 2024, through the last day of school as established by that calendar (“School Year”). At its sole discretion, the District may renew the contract for an additional three (3) year term by providing notice by May 1, 2025.

1.0.1 Determine the Best Provider.

The purpose of this Request for Proposals (“RFP”) is to identify an entity that will provide the requested Services as outlined in this RFP and incorporated documents (including the attached form “Agreement to Provide Before and After School Care Services” and associated Exhibit A “Scope of Work”; and the Notice for Request for Proposals) with the best ability to provide the Services to the District. The Proposer is required to submit documentation and information on specific topics, outlined in Section 3 below, which will be used by the District in its evaluation of each Proposal. Additionally, the Proposer may be required to make an oral presentation or be interviewed. Such presentations or interviews will provide an opportunity for the Proposer to clarify the Proposal and to ensure mutual understanding of the requirements.

1.0.2 Background Information.

The District is a Pennsylvania public school district serving students in Lower Heidelberg Township, Sinking Spring Borough, Spring Township, and the Berkshire Heights portion of Wyomissing Borough from Pre-K to 12th grade. The District currently has five K-5 elementary schools each of which currently has a before and after program in a Child Care Center as licensed by the DHS (one Center is currently temporarily closed due to the lack of staffing). The total District enrollment is approximately 6,400 students and the elementary school level enrollment is appropriately 2,800 students.

The District has committed itself to ensuring all District students receive the necessary support both inside and outside of school hours to achieve their greatest potential.

By issuing this RFP, the District is interested in contracting with a qualified entity that has the expertise and ability to deliver these Services to District students in compliance with the Regulations.

1.1 Client and Premises.

Client: Wilson School District
2601 Grandview Blvd.
West Lawn, PA 19609

1.2 Scope of Work/Guarantee to Deliver Services Outlined in Agreement.

The successful Proposer must attest that it can deliver the Services outlined in the Before and After School Care Services Agreement (“Agreement”) and described more specifically in Exhibit A to the Agreement, the “Scope of Work.”

Proposer will be responsible for furnishing all labor and training necessary to provide the Services in the five elementary schools of the District as outlined in the Agreement.

By submitting a Proposal, Proposer is attesting and agreeing that it has reviewed all RFP documents, specifically including the Agreement and Exhibit A “Scope of Work,” and that, if selected as the successful Proposer most advantageous to the District, agrees to the provisions of the Agreement and agrees it shall enter into and execute that Agreement with the District within five (5) business days from the date of award of Proposal.

1.3 Type of Agreement.

All provisions in this RFP shall be incorporated by reference in the Agreement. The District is soliciting a **no-fee to the District contract** which will be evaluated on the evaluation factors outlined in Sections 3.1 and 3.2 below. As part of the contract, the Provider will be required to pay a licensing fee of \$1,000 per month for ten months for each elementary school, as identified below, to use the District’s facilities.

SECTION 2: SCOPE AND PERFORMANCE PERIOD.

2.1 *Scope of Work.*

2.1.1 Scope.

The District seeks to contract with a Provider to provide Before and After School care services to establish regulated child care centers at each of the District’s five elementary schools, as more fully outlined in the Agreement and Exhibit A to the Agreement, “Scope of Work,” and below:

2.1.1.1 Training and Licensing.

Proposer is to submit a complete proposal to provide Before and After School programming to students who reside in and are enrolled in the District during the School Year. As part of the Services, Provider is to provide adequate properly trained and certified staffing as required by DHS and the Regulations.

2.2 *Period of Performance.*

The duration of the care under the Agreement is the School Year, unless terminated earlier pursuant to the terms of the Agreement. The Agreement may be renewed by and at the sole discretion of the District for three (3) years, and such notification of renewal will be made on or before May 1, 2025.

SECTION 3: RESPONSE TO PROPOSAL.

3.0 *Registration of Proposers and Preparation of Proposals.*

3.0.1 **Registration of Proposers.**

Providers who are interested in providing the Services to the District shall register with the District by providing notice **via email** of their interest and intent to submit a Proposal to the Assistant Superintendent for Teaching and Learning. The registration email shall include the name of the entity that will be submitting the Proposal and the identification and contact information of the Proposer's designated contact person.

3.0.2 **Proposal Documentation.**

All RFP documents pertaining to the Services shall be posted on and can be obtained from the District's website at www.wilsonsdsd.org under "Departments" – "Business & Finance" – "Purchasing – Bids." I, the RFP documents include:

- The notice of soliciting Requests for Proposals.
- This RFP document entitled: "Before and After School Care Services RFP."
- Agreement Before and After Care Services RFP. Exhibit A "Statement of Work."

3.0.3 **Tour of Facilities.**

Prior to proposals being submitted, if requested by Proposer, Proposer shall be provided with the opportunity to tour and review the space at each elementary school as well as the storage and examination of our instructional materials currently used by the District in its program for possible purchase. Such tours shall be by appointment only. Proposer should notify the District of its interest in a tour.

3.0.4 **Submission of Proposals/Deadline for Submission.**

Proposals shall be sealed and endorsed on the envelope, or on the subject line on electronic submissions, "PROPOSAL FOR BEFORE AND AFTER SCHOOL CARE SERVICES" and must be received by November 22, 2023.

Proposals shall be delivered either in person, via USPS, a contract carrier such as UPS, FedEx, etc., to the Wilson School District at 2601 Grandview Blvd. West Lawn, PA 19609 or via electronic submission to Assistant Superintendent for Teaching and Learning at stosta@share.wilsonsdsd.org.

Proposals received after the deadline will be rejected.

3.0.5 **Review of Proposals.**

Proposals will be accepted until November 22, 2023. If deemed to be in the best interest of the District, an award of the Proposal may be made on or about December 18, 2023.

3.0.6 Questions about RFP Requirements.

If there are questions about the RFP, Proposers may submit questions via email to Assistant Superintendent for Teaching and Learning at stosta@share.wilsonsd.org.

The deadline to submit questions via email regarding this RFP is 5:00 p.m. on Thursday, November 16, 2023.

Answers to submitted questions will be posted on the District's website at www.wilsonsd.org.

All answers will be posted by 4:00 p.m. on Monday, November 20, 2023.

All questions and responses as posted to the website shall be considered an addendum to, and part of, this RFP. Each Proposer shall be responsible for monitoring the website for new or revised RFP information.

The District shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the District.

3.1 Required Information for RFP Submissions.

Each Proposer is required to submit the following information in its Proposal:

3.1.1 Description of Proposer's Experience and Expertise.

Proposer shall submit an overview of the Proposer's entity, including an explanation of what type of services it proposes to provide. Proposer should include in the overview an explanation of the experience and expertise Proposer has in the provision and delivery of the Services. Proposer should describe its experience, if any, with working specifically with educational entities in the delivery of the Services.

3.1.2 Description of Proposer's Services.

Proposer is required to describe the Services offered pursuant to this RFP. The description shall include, but not be limited to, the Provider's history of providing the Services (said history shall include any violations that Proposer has received from DHS, any lawsuits filed against Proposer related to these type of Services, and injuries suffered by children while in Proposer's care), the educational service delivery methods, staffing models and qualifications, a statement of satisfaction with the location of where Services are to be provided, a description of any limitations the Provider sees as relates to each facility's educational amenities, forecast of the number of District students who it expects will enroll at each, and a description of how the Services will address student and parent needs. The description shall include a narrative of how the programming is evidence-based and how it will meet the needs of the students and parents.

3.1.3 District Students.

Proposer is required to acknowledge and agree that at least 7 days prior to the beginning of the School Year, Provider shall provide the Principal's office at each elementary school with the names and addresses of all students intending to enroll in the program to allow

for verification that each student resides in and is enrolled in the District. During the School Year, if any additional students seek enrollment, the Provider shall immediately notify the Principal's office at that school of the name and address of each student. No student shall be accepted into the program until the Provider receives verification from the District of the student's residency and enrollment in the District.

3.1.4 Capacity to Deliver Requested Services.

Proposer shall submit information to support its assertion it has the capacity to deliver the Services outlined in this RFP, the Agreement, and Exhibit A "Statement of Work."

3.1.5 Specific Details of Proposed Program and Agreement with the District.

- Explain your proposed fee schedule including any proposed discounts and fee structures depending on the number of days or the number of students.
- Explain any observations of perceived facility deficiencies. The District agrees it will handle any facility regulatory requirements.
- Explain your interest in purchasing the instructional materials currently used by the District and at what price.
- Explain the expected start and end time for the program. Currently, the District has a specific start and end time for the morning of 6:30 am. and the afternoon of 5:30 pm. The District can maintain these hours with a third-party provider on days that school is open.
- Explain the items that you shall supply including all instructional or play equipment, snacks, or other items deemed necessary as part of the Services. (The District can potentially negotiate the sale of its items from its current program, should the Provider be interested in obtaining these.)
- Explain your program as regulated by the DHS and provide your timeline and plan for attainment of DHS approval, Keystone STARS rating, and the implications for your program.
- Explain any terms of the proposed Agreement that you seek to add, delete, or alter. The District will assume the Proposer is prepared to sign the proposed Agreement as drafted to the extent no proposed changes are identified.

3.2 Evaluation Criteria.

Each Provider's Proposal will be evaluated on the factors identified below (and as described in more detail in Section 3.1 above). While the District believes all identified factors are materially important to the provision of requested Services, the District has ranked the factors in order of their relative importance, which shall be considered accordingly when the District performs the technical evaluation process of ranking the Proposals. Those factors are, from most to least importance:

- Proposer's capacity to deliver the requested Services.
- Description of Proposer's experience and expertise in the delivery of these services.
- Description of Proposer's proposed Services.

3.3 *Understanding of Criteria.*

The award, if any, shall be made to the Provider who, in the opinion of the District, offers the optimum blend of evaluation criteria listed above. By submitting a proposal, the Provider signifies that it understands and accepts the criteria upon which their Proposal will be evaluated and the sole discretion of the District's evaluators to determine the outcome through the ranking of these categories. The award for this contract will be based on the highest level of functionality for the District.

3.4 *Additional Information and Potential Interviews.*

The Provider may add or include other pertinent information, not specifically requested, which it feels may serve to substantiate the capabilities of the work proposed or the Provider's ability to fulfill the obligations imposed. The District reserves the right to request additional information from the Provider to clarify any response. Additionally, the District reserves the right to interview the Proposer. Such presentations or interviews provide an opportunity for the Proposer to clarify the Proposal and to ensure mutual understanding of the requirements.

3.5 *Right to Reject or Award Proposals.*

The District retains sole discretion to determine whether it is in the best interest of the District to identify a successful Proposal and enter into the Agreement with that Proposer. The District retains the right to reject all Proposals. The District reserves the right to make awards to multiple Proposers.

If the District determines it is in the District's best interest to award the Proposal. The successful Proposer shall be notified and shall have five (5) business days to execute the Agreement with the District.

END OF REQUEST FOR PROPOSALS

BEFORE AND AFTER SCHOOL CARE SERVICES AGREEMENT

THIS BEFORE AND AFTER-SCHOOL CARE SERVICE AGREEMENT (the “Agreement”) is made this _____ day of _____, _____, by and between the WILSON SCHOOL DISTRICT, a school district organized pursuant to the laws of the Commonwealth of Pennsylvania, with a principal location of 2601 Grandview Blvd., PA 16509 (the “School District”) and the _____ a _____ with a principal place of business at _____ (“Provider”).

WHEREAS the School District periodically engages third-party contractors to provide educational services to the School District; and

WHEREAS, the School District has determined that Provider provides certain services as more fully described in Exhibit A (the “Services”) that satisfy the needs of the School District in this matter; and

WHEREAS the School District and the Provider desire to memorialize the terms and conditions of their relationship regarding the provision of the Services by the Provider in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth, and intending to be legally bound hereby, the School District and the Provider mutually agree as follows:

1. Recitals. The above recitals are incorporated as if more fully set forth herein.
2. Services. Subject to the terms and conditions set forth in this Agreement, the School District engages the Provider to carry out the “Services”, which are more particularly described on the Statement of Work or Proposal, attached hereto and incorporated into this Agreement as Exhibit A. Exhibit A-1 shall include the RFP documents, including, but not limited to the RFP, Proposal and any other documents submitted with the Proposal. All such documents are incorporated as if more fully set forth herein.
3. Qualifications. Provider hereby certifies to the School District that it, or its employees, hold(s) all necessary qualifications and/or certifications which may be required to provide the Services under state law.
4. Term. The term of this Agreement shall begin upon award by the School District to allow preparation by the parties for the upcoming School Year. Provider shall be obligated to provide care during the School Year, which school year calendar shall be established by the District by early 2024. The term shall end on June 30, 2025 (the “Term”), unless terminated sooner by the School District as provided in this Agreement. The Agreement may be renewed for a three (3) year term. Renewal of the Agreement is not and shall not be considered to be automatic and shall be offered at the sole discretion of the District. Notice of renewal will be made by the District in writing no later than May 1, 2025.
5. No Fee. The School District shall not be required to pay any compensation to the Provider. As consideration for the satisfactory performance of the Services carried out by the

Provider hereunder shall be the use of the space in the elementary schools for a below market licensing payment identified below.

6. License Payments. Provider shall timely pay licensing fees for its non-exclusive use of a portion of each of the District's elementary schools to operate a Child Care Center at each location. The licensing fee shall be one thousand dollars (\$1,000) per month for ten (10) months of the school year at each location. Payment shall be made within the 5th day of each month. The District reserves the right to adjust the license amount for subsequent years.

7. Insurance. Provider shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the Provider and the performance of the Services. Provider shall procure all insurance solely from insurers authorized to do business in the Commonwealth of Pennsylvania, or insurers otherwise acceptable to the School District. In no event shall the Provider commence performing the Services for the School District until the Provider has delivered to the School District a Certificate of Insurance naming the School District as an additional insured on its general liability insurance policy. The Provider shall carry the following types of insurance during the course of this Agreement and provide the School District with proof of the same upon request:

a. General Liability

- i. \$2,000,000 Aggregate
- ii. \$2,000,000 Products Completed Ops. Aggregate
- iii. \$1,000,000 Personal and Advertising
- iv. \$1,000,000 Each Occurrence
- v. \$1,000,0000 Damage to Premises Rented To You
- vi. \$10,000 Medical Payments

b. Abuse Or Molestation Liability

- i. \$1,000,000 Aggregate
- ii. \$1,000,000 Per Claim

c. Professional Liability

- i. \$1,000,000 Aggregate
- ii. \$1,000,000 Each Incident

d. Automobile Liability

- i. \$1,000,000 Hired and Non Owned Liability

e. Umbrella Excess Liability

- i. \$1,000,0000 Aggregate
- ii. \$1,000,000 Occurrence

f. Worker's Compensation

- i. Statutory
- ii. Employer's Liability \$500,000 each accident/\$500,000 each employee/\$500,000 policy limit

Provider shall name the School District as an Additional Insured on all above policies..

8. Clearances. Provider shall provide the School District's Director of Human Resources with all necessary clearances for its employees who will provide Services under this Agreement, as required by the Pennsylvania Public School Code of 1949, at 24 P.S. §1-111, as amended, the Child Protective Services Law, at 23 Pa.C.S. §6354 et seq., as amended, and the Child Care Center regulations set forth in Chapter 3270 of the Pa. Code as promulgated by the Pennsylvania Department of Human Services. No access badges will be issued by the District until all clearances are received and approved for an individual. No individual will be permitted to enter the buildings without an access badge.

9. Non-Discrimination. The School District is an equal opportunity employer under applicable law and requires the same of the Provider. As such, the Provider, for itself, its officers, agents, and its employees, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, gender identity, sexual orientation, gender, handicap, disability, religious creed, ancestry, familial status, national origin, criminal history or veteran status.

10. District Taxes. Provider acknowledges that the Provider is not currently delinquent or in arrears to the District for any taxes or fees, including, but not limited to, real estate taxes, business privilege taxes, mercantile taxes, real estate transfer fees, and/or any penalties and interest related to the aforementioned ("Taxes and Fees"). Provider agrees that during the term of this Agreement with the District, Provider shall pay all Taxes and Fees to the District in a timely and appropriate manner, and shall file all required Business Privilege Tax returns and/or Mercantile Tax returns, as and when required by the District's Tax Code. If at any time during the term of this Agreement, Provider fails to file a required return when due or becomes delinquent or in arrears to the District, the District shall provide written notice ("Notice") to the Provider of the failure to file or of the amount due and owing. If the outstanding returns are not filed and/or Taxes and Fees are not paid in full within ten days of the mailing of the Notice, then the failure to file and/or failure to pay the Taxes and Fees shall constitute a material breach of this Agreement, allowing the District, at its sole discretion, to immediately terminate this Agreement. Provider further agrees that if any monies are owed to the Provider after ten days of the mailing of the Notice, then the District may apply those monies

to any outstanding Taxes and Fees in addition to, or instead of, terminating this Agreement, at the sole option of the District.

11. Storage of Equipment and Materials. Provider acknowledges that it shall store its equipment and materials at its own risk and that the School District shall not be held liable for the loss of or damage to Provider's stored equipment and materials. Provider shall obtain insurance to cover any loss or damage to its equipment and materials.

12. Indemnification.

- a. Provider shall indemnify, defend, and hold harmless the School District, its board members, officers, employees, agents, and any affiliated third parties, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorney's fees and costs, claims, suits, action, damages and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to or by the Provider, that arise out of or are related to the negligence, performance or non-performance of the Services by Provider or Provider's employees, agents, subcontractors, assignees, independent contractors, or servants under this Agreement.
- b. If the Provider receives notice of a legal claim against it in connection with or in any way related to this Agreement, the Provider shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by its applicable insurance policy and (2) within seven (7) business days of receipt of notice of the claim, give notice of such claim to the School District.
- c. The indemnification clause above shall not reduce or affect the School District, its officers, employees, agents, and affiliated government organizations from utilizing the statutory governmental, official, and other immunity provided pursuant to the Pennsylvania Political Subdivision Tort Claims Immunity Act, at 42 Pa.C.S. §8501 et seq., as amended.

13. Default; Notice and Cure; Remedies.

- a. Event of Default. Each of the following constitutes an Event of Default by the Provider under this Agreement:
 - i. Failure by the Provider to follow any term, covenant, or condition set forth in this Agreement.
 - ii. The Provider's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined under applicable law, or (e) the filing of an involuntary petition against the Provider under the Federal Bankruptcy Code or any

similar state or federal law, said petition remaining un-dismissed for a period of forty-five (45) days.

- iii. Default in the performance of the Services by the Provider under this Agreement.
 - iv. Any material misrepresentations by the Provider in this Agreement or otherwise made by the Provider directly to the School District in connection with the School District's decision to execute, deliver, and perform this Agreement.
 - v. Formal Accusation of or other issuance of formal criminal charges against the Provider, or any of its directors, employees, or agents that are performing Services under this Agreement.
- b. Notice and Cure. If the Provider commits or allows an Event of Default, the School District shall notify the Provider in writing of its determination that an Event of Default has occurred. The Provider shall have ten (10) business days from receipt of that notice to correct the Event of Default.
- c. Remedies. If the Provider does not cure the Event of Default within the above mentioned period allowed by the School District, then the School District may, without further notice or demand to the Provider, invoke and pursue any or all of the following remedies:
- i. Terminate this Agreement by giving the Provider a Notice of Termination.
 - ii. Perform, or cause a third party to perform the Services under this Agreement, in whole or in part. The Provider shall be liable to the School District, as damages, for all expenses incurred by the School District in securing an alternative party to perform the Services.
 - iii. Any other legal or equitable remedy available to the School District, including, but not limited to, a legal action for breach of the Agreement and damages against the Provider.

14. Termination. In addition to termination pursuant to paragraph 12, the School District may terminate this Agreement, for its convenience, in its sole discretion, upon fourteen (14) days' prior written Notice of Termination to the Provider of the School District's termination of this Agreement, without penalty, cost or liability to the School District. If the School District terminates this Agreement, the Provider shall vacate the facilities within those fourteen (14) days.

15. Confidentiality and FERPA. The Services provided by Provider necessitate that the Provider may be provided confidential information, which may contain personally identifiable information of certain students. The Provider shall maintain in confidence and will

not use for their own benefit other than for the performance of the obligations under this Agreement, any confidential information disclosed. Each employee, agent or representative of the Provider who provides Services pursuant to this Agreement shall submit to the School District a fully executed copy of the FERPA Nondisclosure Agreement, attached hereto as Exhibit B, prior to providing Services. Provider also agrees that its staff and/or representatives will keep, maintain, disseminate, and destroy information and documents according to the policies set forth in the Family Education Right to Privacy Act (FERPA). These responsibilities remain in effect even after the termination of the contract, whether termination occurs prematurely or as scheduled.

16. Publicity. No news releases, public announcements, advertising materials, or confirmation of the same, concerning any part of this Agreement shall be issued or made without the prior written approval of the other party. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

17. Non-Assignment. The Provider acknowledges that the Services provided under this Agreement constitute personal and/or professional services of the Provider. The Provider shall not assign this Agreement, nor delegate the Services provided under this Agreement without the express, prior written consent of the School District, which consent the School District may grant or deny in its sole discretion.

18. Independent Contractor. The School District has engaged the Provider as an independent contractor under this Agreement to carry out the Services, and neither the Provider nor any of the Provider's officials, agents, or employees shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Provider nor any of its officials, agents, or employees constitute employees of the School District, and these identified individuals shall have no right to receive any School District employee benefits, or any other privileges available to School District employees. The School District reserves the right to reject the assignment of any of Provider's employees to provide Services to the School District for any reason or no reason.

19. Notices. All notices required to be sent pursuant to this Agreement shall be sent by email and by registered or certified mail, to the party at the address specified below:

IF TO DISTRICT:
Wilson School District
Attention: Dr. Chris Trickett, Superintendent
2601 Grandview Blvd.
West Lawn, PA 19609

WITH A COPY TO:
Fox Rothschild, LLP
Attention: John J. Miravich, Solicitor
Eagleview Corporate Center
747 Constitution Drive, Suite 100
Exton, PA 19341

IF TO PROVIDER:

20. Right-to-Know Law. The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-67.3104, as amended or replaced, applies to this Contract. Unless Provider provides School District, in writing, with the name and contact information of another person, School District shall notify Provider using the information provided by Provider in the contact information provided in this Contract if School District needs Provider's assistance in any matter arising out of the RTKL. Provider shall notify School District in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification to the Provider that the School District has received a request for records under the RTKL which pertains to the Goods or services contemplated by this Contract, the Provider shall fully assist the School District in responding to the request. Such assistance shall include, at a minimum, providing the School District, within five (5) business days, access to, and copies of, any document or information arising out of the Contract in the Provider's possession that the School District deems a Public Record ("Requested Information") and providing such other assistance as the School District may request.

If the Provider fails to provide the Requested Information to the School District within the required time period, the failure shall be considered an event of default, and the Provider shall pay, indemnify and hold the School District harmless for any damages, penalties, detriment or harm that the School District may incur as a result of the Provider's failure, including reasonable attorney's fees incurred by the School District in the administration of the Right-to-Know Request and any appeal therefrom.

If the Provider refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Provider is a public record, in addition to the foregoing, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date the Provider was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts.

The Provider's duties under this section shall survive the termination or satisfaction of this Contract and as long as the Provider has Requested Information in its possession.

21. Binding Effect. This Agreement, and all the terms and conditions herein, shall extend to and be binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, and assigns.

22. Venue and Governing Law. This Agreement is interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes arising between the parties, including, but not limited to, any dispute under or related to this Agreement shall be brought before the Court of Common Pleas of Berks County or the United States District Court for the Eastern District of Pennsylvania.

23. Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any delays or failure in performance of obligations hereunder resulting from acts beyond its reasonable control, including, but not limited to, acts of God, acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction (each, a “Force Majeure”), Notwithstanding the foregoing, in the event of a Force Majeure, and to the extent permitted, practicable or possible, each party agrees to make a good faith effort to perform its obligations hereunder and/or to negotiate an addendum to this Agreement to reflect an amended Scope of Work and compensation therefore. If either party is unable to perform due to a Force Majeure, neither party is obligated to perform during the period affected by the Force Majeure.

24. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect or impair any other terms, covenants, or conditions of this Agreement, which the parties hereby deem severable, and which shall remain in full force and effect.

25. Entire Contract. This Agreement, any Request for Proposals, Specifications, and any other documents issued by the School District and the attached exhibits (the “Contract Documents”) constitute the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. The Contract Documents may not be changed, modified, or amended, in whole or in part, except in writing, signed by all parties. The terms and conditions of the Contract Documents are intended to govern the purchase of services from the Provider, and any conflicting terms and conditions, or additional terms and conditions, in any exhibits shall not prevail to the detriment of any corresponding term of the Contract Documents.

26. Survival. Any and all provisions of this Agreement regarding confidentiality of FERPA records and other records or information shall survive and be enforceable after the expiration or termination of this Agreement.

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

28. Counterparts. The parties may execute and deliver this Agreement in any number of counterparts, each of which the parties shall deem an original and all of which shall constitute, together, one and the same Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the School District and the Provider, intending to be legally bound hereby, have executed and delivered this Agreement as of the day and year set forth above.

ATTEST:

WILSON SCHOOL DISTRICT

Secretary

President

ATTEST:

PROVIDER

EXHIBIT A

SCOPE OF WORK

(Provider's response to the RFP shall describe any reasons why it disagrees with the Scope of Works or any other proposed terms of the draft Agreement).

Provide before and after school care services to operate a state-regulated Child Care Center at each of the District's five elementary schools for students enrolled at the School District. Provider is to supply adequate staffing as part of the Services.

The following are considered mandatory provisions:

- The Services shall be provided in the District's cafeteria/gym facilities in each of its five elementary schools to K-5 students enrolled in that building.
- The District's current Before and After School staff shall be retained by the entity at their discretion for a minimum of one contract year.
- All staff of the entity supplying Services are to be paid at a minimum of \$16/hour for group assistants and \$19/hour for lead group supervisors as defined by the DHS.
- Licensing fee for each elementary school facility shall be set at \$1000/month for the 10 months that school is in session, to be reviewed annually.
- Copies of all required documentation for licensing and insurance will be sent to the District's Business Office.

EXHIBIT A-1

To include Request for Proposals, Proposal and all Documents Submitted to District as part of the Proposal.

EXHIBIT A-2
PROGRAM PROPOSED FEE STRUCTURE

EXHIBIT B
FERPA NON DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

_____ (hereinafter referred to as “Provider”) understands and acknowledges that the data and information transferred to or accessible by Provider as a result of the agreement with the Wilson School District (“School District”), includes data and information protected by the Family Educational Rights and Privacy Act (hereinafter “FERPA”), such information determined to be Confidential Information.

Cognizant of this, Provider understands and agrees to the following terms:

1. In the course of performing its duties to the School District, Provider may receive, or be exposed to, the following types of Confidential Information: student education records as defined by FERPA and various items of personal identifying information including but not limited to Social Security Numbers, access codes, and passwords. Provider shall employ sufficient administrative, physical, and technical data security measures to meet the requirements under the specific federal and state laws applicable, but not limited to:
 - i. Student Education Records: The Family Education Rights and Privacy Act (“FERPA”), 20 USC §1232 et seq., and related regulations at 34 CFR Part 99; and
 - ii. Social Security Numbers: 74 PS § 201 et seq.
2. Provider is subject to the direct control of the School District with respect to the use and maintenance of Confidential Information from education records. The School District reserves the right to access and audit the data at any time.
3. Provider may not re-disclose the Confidential Information to any other party without prior written consent of the parent or eligible student, except as authorized under FERPA,
4. Provider may use the information, but only for the purposes for which the disclosure was made in accordance with the School District and FERPA regulations.
5. Provider shall treat all data and information received from the School District with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and the School District policies. Provider shall employ commercial best practices for ensuring the security of all the School District electronic and paper data accessed, used, maintained, or disposed of in the course of Provider’s performance under this Agreement.
6. As soon as reasonably practicable, but in any event, promptly, upon becoming aware of a breach of the Provider’s security that may have resulted in unauthorized access to the School District data, Provider shall notify the School District and shall cooperate fully with the School District’s investigation of and response to the incident. Except as otherwise required by law, Provider shall not provide notice of the incident directly to the persons whose data were involved, without prior written permission from the School District.

7. Upon request by the School District to provide a copy of the record of disclosures, the Provider must provide a copy of the record within a reasonable period of time not to exceed 30 days.
8. Other than as expressly specified herein, the School District grants no license to Provider under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information.

By signing this agreement, this _____ day of _____, 20____, I acknowledge that I have sufficient authority to agree to the terms and conditions contained herein.

BY: _____
(Printed Name)
(Title)

WITNESS:

(Printed Name)