



Request for Proposals Social and Emotional Learning (SEL) Curriculum

The School District of Pittsburgh *Request for Proposals* Social and Emotional Learning (SEL) Curriculum

Program details outlined in this RFP are subject to change.

Issued: February 6, 2023

Submissions Due: March 6, 2023 at 5 pm



Request for Proposals Social and Emotional Learning (SEL) Curriculum

Comprehensive Social and Emotional Learning (SEL) Curriculum

Request for Proposals (RFP) - Introduction

Pittsburgh Public Schools is now accepting proposals for a comprehensive social and emotional learning (SEL) curriculum, to be used to build student social and emotional competencies in ways that are developmentally appropriate and culturally responsive. Multiple proposals may be selected to ensure that resources support students spanning K-12.

We are seeking an evidence-based, researched, and reviewed program (curriculum and instructional materials) for teachers to facilitate the systemic development of social and emotional learning skills for students, in alignment with the SEL competencies as described by the Collaborative for Academic, Social and Emotional Learning (CASEL). Materials must be developmentally appropriate and represent cultural diversity. Additionally, materials must be accessible to students who are English Language Learners as well as students with disabilities.

Associated training and support for implementation will be required. The selected materials will be implemented during the 2023-24 school year, and any physical materials will need to be delivered by June 1st.

Proposals MUST comply with the following selection requirements as written in PPS Board Policy 106, Adoption of Instructional Materials:

The primary criteria for the selection of instructional materials are to address the needs of students as described in the Content Standards at each grade level. All instructional materials and supplementary materials shall reflect in both narrative and illustration a diverse American society and shall provide equal representation of African American and other cultural and ethnic groups. Adopted instructional materials should avoid stereotyped images based on race and gender. Instructional materials should reflect gender and ethnic minorities participating in leadership roles in all aspects of society. The instructional materials that are ultimately selected in each subject area must be challenging and stretch students to meet high standards.



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Proposal Submission and Deadline

All proposals must be submitted electronically to sel@pghschools.org by **5:00PM EST on March 6, 2023**, with “SEL Curriculum Proposal” as the subject line. Proposals, including any/all attachments and cover letter, should be submitted as a single PDF document.

Proposals should be submitted in accordance with the proposal outline detailed in this RFP.

Pittsburgh Public Schools reserves the right to reject any and all proposals, waive irregularities, and to select the proposal or proposals determined to be the most advantageous to the school district.

Late proposals will not be accepted. Proposals submitted via hard copy or fax will not be accepted.

Questions

All inquiries regarding this RFP must be made in writing to sel@pghschools.org. Any verbal outreach will be directed to submit inquiries in writing via email.



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About Pittsburgh Public Schools

As the largest of 43 school districts in Allegheny County and second largest in Pennsylvania, Pittsburgh Public Schools (PPS) serves approximately 20,000 students in Kindergarten through Grade 12, in 54 schools. In addition, Early Childhood programs serve over 1,400 three and four year-olds in classrooms across the city. Pittsburgh Public Schools has a vision that all students will graduate high school college, career, and life ready; prepared to complete a two-or four-year college degree or workforce certification.

We believe that every child—at every level of academic performance—can achieve excellence.

High level facts and figures about the District are available at <https://www.pghschools.org/facts>.

You can view our Superintendent’s Five Priority Goals at <https://www.pghschools.org/superintendent> and learn more at <https://www.pghschools.org/suptgoals>.

Additional information is available via Published District Dashboards, which are available at <https://www.pghschools.org/districtdata>.

Social and Emotional Learning (SEL) in Pittsburgh Public Schools

Pittsburgh Public Schools realizes the importance of Social and Emotional Learning (SEL) to support students and adults with the knowledge, attitudes, and skills necessary to succeed academically and overall. We ground our work in resources from the Collaborative for Academic, Social and Emotional Learning (CASEL), including using their definition of SEL and aligning efforts to the 10 Indicators of Schoolwide SEL.

Our current District-supported comprehensive SEL curriculum is ReThink Ed. Our existing contract ends on September 30, 2023, and the District is obligated to solicit and evaluate competitive proposals due to the anticipated cost of the contract.

Some schools utilize other products and programs, which are paid for and implemented at the site-level.



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Proposal Submission

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Proposals should be submitted in accordance with the proposal outline detailed in this RFP. The District reserves the right to select a proposal in its entirety or some portions thereof. The District may select multiple proposals. Furthermore, the District reserves the right to reject any and all proposals and to waive irregularities. Responses should be organized so that the specific request for information each begin on a new page.

Cost of RFP and Associated Responses

This RFP does not commit the District to paying any expenses incurred by any firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal. All such costs and expenses shall be borne by each firm.

Right to Clarification and Additional Research

The District reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a firm to respond to such a request for additional information or clarification could result in rejection of the proposal. The District may obtain information from any legal source for the clarification of any proposal or for information on any firm including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The District shall not be required to inform the firm of any intent to perform additional research in this respect or of any information thereby received.



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Evaluation Criteria and Selection Process

An evaluation committee will review proposals. The role of the evaluation committee is to evaluate the proposals submitted and make a recommendation of award. The District reserves the right to request an interview and/or formal presentation from those proposers determined to be in a competitive range, and shall use the information derived in its final evaluation and selection. The contract will be awarded to the qualified bidder(s) whose proposal(s) is/are most advantageous to the District. The evaluation criteria specified below will be considered but will not be the sole factor used to determine the successful bidder. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award based upon the evaluation criteria. The District anticipates using the following criteria:

Evaluation Criteria	Weight
Content and Alignment to District Needs	50%
Evidence of Success in Similar Districts	20%
Project Approach and Implementation	20%
Cost	10%

Timeline

The Pittsburgh Public Schools is requesting proposals from experienced and qualified proposers to provide a comprehensive SEL curriculum. Selection of the product(s) will be made based upon proposals submitted. There may also be presentations or interviews (conducted remotely). A timetable for the selection process is provided below:

RFP Issued	February 6, 2023
Proposals Due	March 6, 2023
Vendor Presentations/Interviews (<i>tentative</i>)	March 20 – 31, 2023
Notification to Proposers	May 12, 2023
Approval by the Board of Directors	May 24, 2023



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Proposal Outline

1. Letter of Transmittal

Each proposal should be accompanied by a letter of transmittal which summarizes key points of the proposal and which is signed by an authorized officer.

2. Experience and Qualifications

Provide a brief background on the organization and biographies for the partners and employees who will be supporting this work with PPS, including any relevant experience for each. Please only include those individuals who will work on PPS' account and include information specific their role in the project.

Please describe relevant experience and previous work with other school districts, especially those of similar size and demographics to Pittsburgh Public Schools.

Please provide at least three references (including the name, title, organization, work email and work phone number) who can attest to the program materials, support for implementation, and overall customer service and support. It is preferred that these organizations are public education Districts of similar size and demographics as Pittsburgh Public Schools.

3. Equal Employment Opportunity and Firm Information:

- A. Describe your firm's equal employment opportunity policies and programs.
- B. Has your firm or any of its employees, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business or have any of your firm's officers, directors or persons exercising substantial policy discretion ever been convicted of any crime or offense involving financial misconduct, fraud, or child abuse? If so, please describe any such convictions and surrounding circumstances in detail.
- C. Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter rising directly or indirectly from the conduct of your firm's business which is still pending or have any of your firm's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving financial misconduct, fraud, or child abuse which is still pending? If so, please describe any such indictments and surrounding circumstances in detail.
- D. Please describe (i) any material financial relationships that your firm or any firm employee has with any financial advisory firms, investment banks or law firms or other persons or entities that may create a conflict of interest in acting as a contractor with the District; (ii) any family relationship that

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any employee of your firm has with any public servant that may create a conflict of interest, or the appearance of a conflict of interest in acting as a contractor with the District and (iii) any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor with the District. Please describe any procedures your firm either has adopted, or would adopt, to assure the District that a conflict of interest would not exist for your firm in the future.

4. Product Overview

Briefly describe how your product aligns with the needs detailed in the introduction above. Provide a response to all questions below. If any question is not applicable, please indicate such.

A. Product Information

- i. Please briefly describe the curriculum and associated materials. What content is covered, how is it presented, and how does it support student growth in SEL? What grade levels are covered?
- ii. Please describe a sample lesson. What is the topic and how is it presented to students?
- iii. How does your product align with and facilitate the development of the CASEL core competencies of self awareness, self-management, social awareness, relationship skills and responsible decision making for students and adults?
- iv. How does your product align with academic instruction, specifically Pennsylvania’s Core Standards in English Language Arts and Mathematics? (<https://www.pdesas.org/>)
- v. How do teachers and other school staff facilitate lessons and utilize resources?
- vi. To what extent can content and materials be modified and adjusted to meet unique student needs? What, if any, guidance is included in the product to support this differentiation?
- vii. Describe the process for an educator to prepare to implement a lesson or experience from the product. How do curriculum materials facilitate efficiency and effectiveness for teacher preparation and implementation?
 - What is the estimated amount of teacher preparatory time prior to teaching a lesson?
 - To what extent and in what format are lesson plans included for activities/materials?
- viii. How does your product facilitate the development and integration of skills and behaviors that equip students with “the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.” (CASEL)
- ix. What supports exist for educators to integrate lessons and materials into daily classroom activities, stand-alone or embedded into core instructional programs?

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- x. What avenues exist for educators to adapt, enhance, and improve lessons, materials, and associated SEL processes, and procedures?
- xi. How does your product approach SEL instruction through a lens of equity and in a way that is strengths-based and culturally responsive?
- xii. How does your product facilitate and foster the development of equity overall, and racial equity specifically, in classroom relationships, processes, and results?
- xiii. How does your product support and promote “authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships”? (CASEL)
- xiv. How is the content cohesive and developmentally appropriate for each grade-level and grade span?
- xv. How is content differentiated to demonstrate cultural and linguistic relevance and responsiveness?
- xvi. How is content differentiated to explicitly support English Language Learners, students with disabilities, academically/intellectually gifted students and students in need of additional intervention?
- xvii. What features support equitable growth and development of social and emotional skills, behaviors, and dispositions for all groups of learners, including intervention and enrichment opportunities, various learning formats, and opportunities for students to engage via various modalities (visual, auditory, and/or kinesthetic)?
- xviii. What features support educators in developing their own social and emotional competencies?
- xix. In which setting(s) can your product be utilized (in-person, hybrid instruction, and/or virtual/remote)?
- xx. How is content made accessible e.g. translation, audio text, text to speech, etc.?
- xxi. How does your product provide a means to systemically assess the development and growth of the five core SEL competencies in students, and provide for measures of curriculum effectiveness? Are assessment features available to determine mastery of student SEL skills over time?
- xxii. To what extent is reporting available to provide utilization reports?
- xxiii. To what extent is it possible for additional users (who are not PPS staff) to access resources and materials, e.g. parents and/or community partners?

B. Product Details– Please provide the following:

- i. Product name
- ii. Complete product description

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- iii. Current release version and length this product has been on the market. If you are presenting multiple products, please specify for each product.
 - iv. Total customer sites that are currently utilizing the current version of this product, particularly with a client of our size. Please indicate if any of them are in Pennsylvania.
 - v. Product licensing structure
- C. Technical Specifications – Please respond to the following or indicate if the item is not applicable.
- i. Is this a web-based application or would this product need to be installed on premises?
 - ii. What browsers are compatible with this product?
 - iii. If locally hosted and installed on premises, what are the recommended/required hardware and operating system platforms for deployment?
 - iv. If locally hosted, what are the recommended/required Relational Database Management system for deployment?
 - v. If locally hosted, do you recommend a dedicated server to support your application?
 - vi. How much bandwidth is required for connectivity?
 - vii. Is external access required?
 - viii. What ports does the application/website use?
 - ix. What are the URLs?
 - x. Is the website HTTPS?
 - xi. How frequent are system back-ups created?
 - xii. What Operating System does the application use?
 - xiii. What database does the application use?
 - xiv. Do we need to purchase end user devices?
 - xv. What is the authentication method?
 - xvi. How are logins managed?
 - xvii. What, if any, 3rd party vendors or stakeholders are involved and what is the expiration?
 - xviii. Are SSL's involved and what is the expiration?
 - xix. Do we need to be aware of any legal or regulatory constraints?
 - xx. Is there inherent risk, weakness, or data threats?
 - xxi. Data protection – what is your policy regarding sharing data on social media?
 - xxii. Data privacy – what are the rules for personally identifiable information, protected health information, and other private data?
 - xxiii. What are your encryption rules?
 - xxiv. Do you support Clever as a single sign-on using our Active Directory?
 - xxv. What data is needed from other district systems?
 - xxvi. What data will be provided to other district systems?

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- xxvii. How often does data need to be exchanged?
- xxviii. How are changes in the data handled?
- xxix. What is the process for handling common transitions, e.g. students transferring schools, staffing changes, etc.
- xxx. How can we ensure the security of the data during exchange?
- xxxi. Is there a mitigation process established?
- xxxii. Is there any existing metadata, definition, or classifications of the data elements?
- xxxiii. Is there an existing data dictionary?
- xxxiv. What is the Right to Know procedure?

D. Data Exchange – Please respond to the following or indicate if the item is not applicable.

- i. Rostering & data import into your system (in order of preference) – provide the import specifications for review by our IT team.
 - Do you support ed-fi integration (if yes what version & have you accomplished this with)
 - Do you have IMS Global One Roster integration (1.1)
 - Do you support clever integration
 - CSV/flat file (provide import specifications)
 - ii. Exporting data from your system - provide data export specifications and data dictionaries for review by our IT and DREA teams.
 - Ed-fi (what version and what organization have you accomplished this with)
 - API (provide documentation to include what endpoints are included in the API)
 - FTP (provide export specifications)
 - iii. If your nightly export provides information related to student usage and staff usage, explain what elements address the following:
 - Fidelity of usage for students (e.g. daily time logged-in, daily time on task, lessons/segments completed, metrics providing insight into student growth)
 - Staff usage
 - Student and staff audit trails
 - iv. Do you support nightly automated loads to and from your system (we have high mobility and systems must reflect at least a day-behind state)
 - If no how do you reflect current student assignment and provide teachers/educators with appropriate access to student data
5. Describe your data access/permissioning - at a minimum address:
- How do you establish data access and permissioning for teachers and school administrators?
 - How do you establish permissions for district administrators?

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- Provide your auditing capabilities (click paths, change log, etc.)
6. Data security and destruction
- What are your procedures to ensure that all student data are destroyed and eliminated from your system?
 - What are your policies and processes for the use of individual student data for anything outside of the delivery of the service provided by your platform?
 - Security, privacy and other agreements must be in addendums to the contracts the contract and agreement shall not reference agreements housed on websites or other changeable mediums— they may not be changed without approval and agreement from the school board

The application must include the following:

- The frequency of data exchange must be nightly
- The data exchange must be automated
- The program must have data available to support fidelity of usage (minutes logged-in, time on task, lessons/segments completed and student growth)

E. Training and Support

- Describe customer service, to both the school district and individual users, and technical support (if applicable) – hours, staff qualifications, escalation process, and methods of contact.
- What is the recommended start-up training program, including typical schedule, materials provided, number and length of sessions, and target audience(s)?
- Where are your support services located?
- What are the hours of operation and response times of support services? Do you have a service-level agreement (SLA)?
- Does support include product updates as well as bug fixes?
- How are software and/or database updates transmitted to customers (for locally hosted applications)?
- What is our helpdesk escalation procedure?

F. Cost

- What is the entire cost of implementation? You may attach a separate budget sheet if you prefer. Please address:
 - One-time costs
 - Ongoing annual costs
 - Customization rate

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- Report development costs
 - Training costs
 - Support costs
 - Cost associated with integrating other third-party providers
- ii. If your solution is a cloud-based service, is there a service-level agreement and uptime guarantee? If not, do you provide any discount to the customer?

5. Project Work Plan

Provide an implementation plan from contract execution through summer planning and 2023-24 school year implementation for all related tasks and deliverables, with assigned personnel, expected outcomes, and estimated timelines for each activity. Include the proposed timeline and approach for school and district level staff training (if needed) and how the provider will work with the district to progress monitor implementation for continuous improvement.

6. Cost/Fee Structure

Please provide the cost and/or fee structure, given the scope of services proposed in your project work plan and aligned with the costs outlined as described above. Proposals must include the overall cost of all materials, site licenses, shipping/handling, and support including staff time and cost estimates for travel and time associated with conference calls with PPS staff.

Please explain the associated timeframe and how costs are aligned to the proposed contract length and scope.

7. 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)

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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:

- I. Company Name
- II. Company Contact (including title, email, and phone number)
- III. Scope of Work
- IV. Dollar Amount & Percentage of Contract
- V. Company Diversity Type (provide proof for each certified firm)
 - o 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.

- I. 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?
- II. 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.
- III. 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.

For additional documentation related to EBE policies, the proposer should visit the District's website at: <https://www.pghschools.org/mwbe> or contact Paula B. Castleberry, Minority/Women Business Coordinator at pcastleberry1@pghschools.org.

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General Terms and Conditions

1. **Contract:** Proposer agrees that, if approved, they shall enter into a written contract with the District prior to rendering any services. In the event that the Proposer fails to enter into such contract, the Proposer's approval for an award will be revoked by the District. The contract may include the terms and conditions contained herein and any additional terms and conditions agreed upon by the parties. Proposer may submit a copy of its form of contract for review and consideration by the District Solicitor.
2. **Term of Contract:** The term of the contract shall be effective upon Board approval, for a likely term of three years, on or around July 1, 2023 – June 30, 2026. The actual term may vary depending on the proposal and nature of services provided.
3. **Standards of Performance:** Proposer shall retain and utilize sufficient staff to devote a reasonable amount of time, attention, knowledge, and professional ability, as necessary, to perform all services effectively, efficiently, and consistent with the best interest of the District and to the satisfaction of the Project Manager. **Proposer shall use effective engagement strategies to facilitate training and support in the most cost-effective manner consistent with the best interests of the District.**
4. **Clearances:** Proposer and its employees who may have direct contact with children during the discharge of responsibilities under this contract shall obtain, at their own expense, and submit all employment history reviews and criminal background reports required by 24 P.S. § 1-111 and 1-111.1, as amended, and child abuse clearances required by 23 Pa.C.S. §6344, as amended. All required reports and clearances must be submitted to the District contact person prior to performing any services under this contract. No payments shall be authorized unless all required reports and clearances have been received. Contractor acknowledges and agrees that it is further responsible for ensuring that the District is notified within seventy-two (72) hours if the Contractor or any of its employees providing services under this Agreement are arrested of any crime set forth in Section 111(e) or (f.1) of the Pennsylvania School Code.
5. **Non-appropriation:** Expenditures not appropriated by the District in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event that sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under the contract, the Board shall notify the Proposer and the Contract shall terminate on the last day of the fiscal period for which funds were appropriated.
6. **Favored Nation:** Proposer shall furnish services to the District at a rate no greater than that charged to other public sector entities. If Proposer overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge. The District has the right to offset any overcharge against any amounts due to the Proposer under this or any other agreement between the Proposer and the District, and the right to declare the Proposer in default under the contract.

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7. **Document Retention:** Proposer shall furnish the District with such information as may be requested relative to the progress, execution, and costs of the project implementation. Proposer shall maintain all records, correspondence, receipts, vouchers, subcontractor agreements, memoranda, and other data relating to the services under the contract. All records referenced above shall be retained for three years after completion of the Scope of Services.
8. **Insurance:** Proposer shall procure and maintain insurance for all operations under the contract. All insurers shall be licensed by the Commonwealth of Pennsylvania. Proposer will provide an appropriate certificate of insurance upon the signing of the contract reflecting these limits with a carrier licensed and authorized to do business in the Commonwealth of Pennsylvania naming the School District of Pittsburgh as an additional insured. Minimum insurance requirements are:

Provider shall maintain a minimum of \$1,000,000.00 of General Liability insurance coverage and additional insurance coverage as follows:

a. Workers Compensation and Employers Liability:

1. Workers Compensation: Statutory Limits
2. Employers Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury or Disease.
3. Other States coverage and Endorsement.

b. Umbrella Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death), property damage liability, professional liability, automobile liability and Employer's Liability excess of the underlying primary policies.

c. Additional Insured Status: The District will be added as an additional insured for the General Liability and Umbrella Liability policies under a Blanket Additional Insured Endorsement on the referenced policies.

9. **Termination:**

- a. **Termination for Convenience:** The District reserves the right to terminate the contract upon 30 calendar days written notice if, at any time, the District deems the services being provided are no longer in its best interests.
- b. **Suspension of Services:** The District reserves the right to suspend the contract, in whole or part, upon five (5) calendar days written notice. Proposer shall promptly resume performance of services upon written notice from the District and upon such equitable extension of time as may be mutually agreed upon in writing by the Project Manager and Proposer. Responsibility for any additional costs or expenses actually incurred by Proposer as a result of suspension of the services shall be determined by mutual agreement of parties.

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- c. **Termination for Default:** Events of default include, but are not limited to, the following:
1. Any material misrepresentation by Proposer in the securing of the contract or performance of services.
 2. Breach of any agreement, representation, or assurance made by Proposer in the contract.
 3. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract, including, but not limited to, the following:
 - a. Any action or failure to act which involves the safety and/or welfare of the District students or staff;
 - b. Failure to provide any portion of the services herein at the agreed upon time for performance and in the agreed upon manner;
 - c. Failure to perform the services with sufficient personnel and materials;
 - d. Failure to perform the services as a result of insolvency, bankruptcy or assignment for the benefit of creditors;
 - e. Failure to perform the services in a manner satisfactory to the District;
 - f. Failure to re-perform previously incomplete and/or unsatisfactory services within a reasonable time period;
 - g. Failure to comply with any term of the contract, including but not limited to, the provisions concerning non-discrimination, and any other acts specifically and expressly stated in the contract.
 4. Default by Proposer under any other agreement Proposer may have with the District.
 5. Assignment by Proposer for the benefit of creditors or consent by Proposer of any petition or proceeding under any bankruptcy, insolvency, or similar law.
- d. **Remedies:** The District may invoke any or all remedies available at law or in equity. Specific remedies may be set forth in the final contract.
- e. **Turnover of Documents and Records:** After termination or expiration of the contract, Proposer shall turn over, within three days of request, all materials, supplies, equipment owned or purchased by the District, completed or partially completed work analyses, data, computer disks, documents and any other information related to the Scope of Services and any associated District work.
10. **Confidential Information, Dissemination of Information, Survival:**
- a. **Confidential Information:** While preparing for and/or delivering services, Proposer will have access to or receive confidential information that is not generally known to others. Proposer agrees not to use or disclose any confidential information or any records, reports or documents

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prepared as a result of the contract without prior written consent of the Board or its designee. The proposer agrees to execute any additional confidentiality agreements that may be necessary for performance under this Agreement.

- b. **Dissemination of Information:** Proposer shall not issue publicity news releases or grant press interviews, without prior notice and approval of the District through the Office of Public Information. Proposer shall immediately give notice to the District and its Solicitor if presented with a Right to Know Law request for documents, records, and data or work products
- c. **Survival:** The provisions of this paragraph shall survive the termination or expiration of the contract.

11. Intellectual Property:

- a. **Copyright:** The District reserves copyright in all written and electronic materials developed by the District or Provider on behalf of the District as part of this Agreement. District materials may not be copied or otherwise reproduced without the express written permission of the District. Contractor shall retain all right, title, and interest in and to its pre-existing property, including without limitation, all artwork, illustrations, graphic designs, data, files, designs, concepts, copyrights, trademarks, and other intellectual property, previously developed and created by Contractor.
- b. **Trademark and Trade Name:** This Agreement does not give Provider any ownership rights or interest in District trade names or trademarks.
- c. **Use of Name:** Provider shall request permission from the District prior to using the District trade names or trademarks in any report or publication unless otherwise provided for in this Agreement.
- d. **Ownership:** No work product, report, or other materials produced under the contract may be used by the Proposer in any other matter without the express written consent of the District through the Solicitor and the use of the name of the District of Pittsburgh in any other matter may not be used for reporting or promotional purposes without identical consent. All of the foregoing items shall be promptly delivered to the Board upon demand at any time and at expiration or termination of the contract. If any of the aforementioned items are lost or destroyed while in the Proposer's possession, they will be replaced or restored at Proposer's expense.