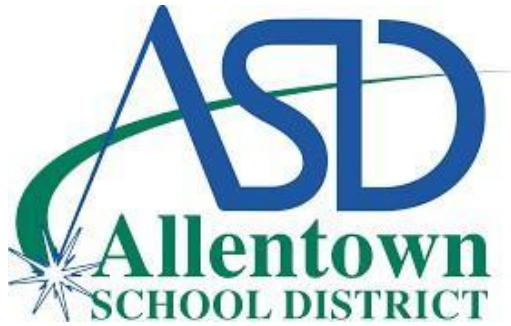




REQUEST FOR PROPOSAL
for

Data Warehousing Services

Proposals Due:

No later than 4:00 p.m. EST on Friday, February 6, 2026

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1. Introduction

The Allentown School District (ASD) invites proposals from qualified vendors to provide enterprise Data Warehousing Services that support both instructional improvement and districtwide operational effectiveness. The District intends to award one (1) contract to a single vendor to serve as a long-term strategic partner.

The selected vendor will support ASD's goals related to instructional excellence, Multi-Tiered Systems of Support (MTSS), compliance and reporting, operational efficiency, and data-informed leadership.

2. PROJECT OVERVIEW

2.1 Background and Context

The Allentown School District is a large, urban public school district serving a diverse student population and operating a complex instructional and operational ecosystem. The District maintains multiple enterprise systems, including but not limited to:

- Student Information System (SIS) exported data
- Assessment and instructional platforms
- Attendance, discipline, and MTSS systems
- Facilities, work order, and asset management systems
- Transportation, safety, nutrition, and technology systems
- PDE reporting data sets, including PIMS

The District seeks to consolidate these disparate data sources into a single, authoritative data warehouse, requiring key services such as ETL (extract, transform, load) processing, cloud data warehousing, data modeling, and ongoing optimization to ensure data quality, security, and scalability.

2.2 Purpose of the RFP

The purpose of this RFP is to procure comprehensive data warehousing services from a single vendor capable of supporting both instructional and operational data needs.

2.3 Project Objectives

The objectives of this project include, but are not limited to:

- Centralize instructional and operational data
- Support longitudinal student analysis and MTSS
- Provide operational dashboards for district departments
- Support PDE, PIMS, ESSA, and Act 82 reporting

- Improve data quality, governance, and access

2.4 Contract Terms and Award Structure

The District intends to award one (1) contract for an initial three (3) year term, with optional annual renewals at the District's discretion.

2.5 Project Timeline

The District anticipates the following general timeline (subject to change at the District's discretion):

- RFP Issuance: January 26, 2026
- Deadline for Questions: February 2, 2026
- Proposal Submission Deadline: February 6, 2026
- Evaluation and Shortlisting: February 9, 2026
- Interviews/Presentations (if applicable): Week of February 9, 2026
- Anticipated Award Date: February 26, 2026
- Anticipated Contract Start Date: March 2, 2026

2.6 District Roles and Responsibilities

The District will:

- Designate a primary point of contact for coordination and approvals.
- Provide reasonable access to District staff, information, and existing materials.
- Review and approve deliverables in a timely manner.
- Maintain final authority over all communications, messaging, and public statements.

2.8 Vendor Role

The selected vendor shall:

- Act as a professional advisor and partner to the District.
- Coordinate closely with District leadership and designated staff.
- Comply with all applicable federal, state, and local laws and District policies.
- Maintain confidentiality and protect District and student information.
- Deliver services in accordance with the Scope of Work and contract terms.

2.9 Budget and Funding

The District anticipates funding this project through approved operating and/or special funds. The District has not established a guaranteed minimum or maximum expenditure.

2.10 Reservation of Rights

The District reserves the right to:

- Reject any or all proposals.
- Waive minor irregularities or informalities.
- Request additional information or clarification.
- Modify the scope, schedule, or terms of this RFP.
- Cancel this RFP at any time if deemed to be in the District's best interest.

3. SCOPE OF WORK

3.1 Data Integration and Management

The vendor shall:

- Integrate SIS exports, assessment data, MTSS, and operational systems
- Support PDE/PIMS data structures and submissions
- Ingest facilities, transportation, safety, nutrition, and IT data
- Migrate a minimum of five (5) years of historical data from all data sources
- Support future integrations without re-architecture

3.2 Reporting, Dashboards, and Analytics

- Instructional dashboards for performance, growth, MTSS
- Operational dashboards for facilities, transportation, safety, nutrition, and IT
- Role-based access and reporting
- Ad hoc and scheduled reporting

3.3 Instructional Analytics and MTSS Support

- Progress monitoring and intervention tracking
- Alignment with Data Wise frameworks
- Longitudinal student growth analysis

3.4 Operational Analytics

- Cross-department analysis
- Cost, efficiency, and performance monitoring
- Cabinet- and Board-level reporting

3.5 Security, Compliance, and Governance

- FERPA compliance
- Cybersecurity controls and audit trails
- Role-based permissions and data governance

- Periodic reviews and risk assessment analysis
- Adherence to Allentown School District Board Policies, including but not limited to 800, 815.1, and 830.1 (<https://go.boarddocs.com/pa/alen/Board.nsf/Public#>)

3.6 Hosting, Architecture, and Technology

- Secure cloud-hosted solution (preferred)
- Role-based permissions to accommodate District access to the hosted data
- Backup, redundancy, and disaster recovery
- Scalable modern architecture

3.7 Implementation, Training, and Support

- Implementation plan aligned to the academic calendar
- Role-based training (instructional and operational)
- Dedicated project manager
- Ongoing technical support

4. DELIVERABLES

The selected vendor shall be responsible for providing the deliverables identified below. These deliverables represent anticipated outputs associated with the Scope of Work. The District may request some or all deliverables based on priorities, funding, and timing.

Proposers may recommend additional deliverables that enhance value to the District, provided such items are clearly identified.

- Data warehouse architecture documentation
- Integrated and validated datasets from all sources
- Instructional and MTSS dashboards
- Operational dashboards and executive reports
- PDE/PIMS-aligned reporting outputs
- Training materials and sessions
- Usage, performance, and data quality reports

5. PROPOSAL REQUIREMENTS

Proposals must be clear, complete, and responsive to this Request for Proposals. Each proposal shall follow the format and organization outlined below. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

5.1 General Submission Requirements

- Proposals shall be submitted by the date and time specified in this RFP.
- Proposals shall be valid for a minimum of 120 days from the submission deadline.

- All costs associated with proposal preparation and submission are the responsibility of the proposer.
- Proposals shall be signed by an individual authorized to bind the firm.
- The District reserves the right to request clarification, additional information, or supplemental documentation.

5.2 Proposal Organization and Format

Proposals shall be organized using the following numbered sections. Proposers are strongly encouraged to adhere to this format to facilitate evaluation.

5.3 Executive Summary

Provide a concise overview (no more than two pages) that includes:

- Firm understanding of the District's needs and objectives.
- Summary of the proposed approach and key differentiators.
- Unique strengths or value-added services.
- Commitment to meeting the Scope of Work.

5.4 Firm Background and Qualifications

Provide:

- Legal name, address, and years in operation.
- Description of firm size, structure, and areas of expertise.
- Experience providing data warehousing services to public-sector and/or K–12 clients.
- Disclosure of any pending litigation, conflicts of interest, or adverse findings related to public contracts.

5.5 Relevant Experience and References

Provide:

- Descriptions of at least **three (3)** comparable engagements, preferably for public school districts or similar public entities.
- For each engagement include:
 - Client name and contact information.
 - Scope of services provided.
 - Duration of engagement.
 - Measurable outcomes or results achieved.
- Contact information for references may be verified by the District.

5.6 Proposed Team and Staffing Plan

Provide:

- Identification of the proposed project manager/account lead.
- Roles and responsibilities of all proposed team members.
- Resumes or biographies demonstrating relevant experience.
- Explanation of staffing levels, availability, and continuity/backup coverage.
- Description of subcontractors, if any, and their roles.

5.7 Technical Approach and Work Plan

Provide a detailed narrative describing how the proposer will perform the Scope of Work, including:

- Discovery and onboarding approach for the first 30–60 days.
- Strategy development and campaign planning process.
- Content development and approval workflow.
- Project management methodology, communication cadence, and escalation procedures.
- Timeline showing key milestones and deliverables.

5.8 Measurement, Reporting, and Performance Management

Provide:

- Proposed performance metrics and KPIs.
- Reporting frequency and sample report formats.

5.9 Equity, Accessibility, and Compliance

Describe how the proposer will:

- Ensure data is accessible
- Protect student and District data and comply with applicable privacy, confidentiality, and cybersecurity requirements.
- Manage approvals, permissions, and content governance in a K–12 environment.
- Detail any use of Artificial Intelligence in any aspect of the work and safeguards established to prevent District data from being used in any manner not established in this scope of work

5.10 Cost Proposal

Provide a detailed cost proposal that includes:

- Pricing structure (e.g., retainer, hourly rates, deliverable-based pricing).
- Identification of all costs and assumptions.
- Any optional or alternate pricing.
- Clear identification of items not included in the base cost.
- Confirmation that pricing includes all labor, materials, travel, and overhead unless otherwise stated.

Costs shall be presented in a separate, clearly labeled section or attachment, if requested by the District.

5.11 Value-Added Services (Optional)

Proposers may include:

- Additional services, innovations, or tools that enhance value to the District.
- These services should be clearly identified as optional and not required for baseline evaluation.

5.12 Insurance, Legal, and Contractual Requirements

Provide:

- Evidence of ability to meet insurance requirements specified in this RFP.
- Acceptance of the District's standard contract terms or identification of requested exceptions.
- Statement confirming compliance with all applicable federal, state, and local laws and regulations.

5.13 Required Forms and Certifications

Include all required forms, certifications, and affidavits identified elsewhere in this RFP, including but not limited to:

- Non-collusion affidavit.
- Certification of non-discrimination.
- Certification regarding debarment or suspension.
- Any additional forms required by the District.

5.14 Exceptions and Assumptions

Clearly identify:

- Any exceptions to the RFP requirements.
 - Any assumptions upon which the proposal is based.
- Failure to disclose exceptions or assumptions may result in rejection of the proposal.

5.15 Proposal Completeness

Proposals shall be complete, clear, and sufficiently detailed to permit thorough evaluation. Proposals that are incomplete, conditional, or non-responsive may be rejected at the District's sole discretion.

6. EVALUATION CRITERIA

6.1 Evaluation Process and Best-Value Award

Proposals will be evaluated to determine the offeror that provides the best overall value to the District, considering technical merit, demonstrated experience, responsiveness, capacity, and cost. The District may request clarifications, conduct interviews/presentations, and negotiate scope and pricing with one or more offerors. The District reserves the right to reject any or all proposals, waive minor informalities, and make an award in the District's best interest.

6.2 Minimum Responsiveness Requirements (Pass/Fail)

Proposals must, at a minimum:

- Be received by the stated deadline and contain all required submissions.
- Demonstrate ability to meet required insurance, confidentiality, and cybersecurity/data protection requirements (as applicable in the RFP).
- Identify a dedicated project lead/account manager and confirm availability to perform the work.
- Provide at least three (3) relevant references, preferably public-sector and/or K-12 clients.
- Provide a complete cost proposal in the format requested.

Failure to meet minimum requirements may result in the proposal being deemed non-responsive.

6.3 Technical Evaluation Criteria and Weights (100 Points Total)

The District intends to use the weighted criteria below. The District may score proposals using the rubric in Section 6.4.

- Understanding of instructional & operational needs – 25
- Technical approach and scalability – 25
- K-12/public sector experience – 20
- Project team qualifications – 15
- Cost and overall value – 15

6.4 Scoring Rubric

To improve consistency and defensibility, evaluators may use the following scale for each criterion:

- **5 – Excellent:** Exceeds requirements; highly detailed, low risk, superior value.
- **4 – Good:** Meets requirements well; clear plan; low/moderate risk.
- **3 – Acceptable:** Meets minimum requirements; some gaps/uncertainty; moderate risk.
- **2 – Marginal:** Partially meets requirements; significant gaps; elevated risk.
- **1 – Poor:** Does not meet requirements; unclear approach; high risk.
- **0 – Non-responsive:** No meaningful information provided for the criterion.

6.5 Interviews/Presentations (Optional) and Their Role

At the District's discretion, finalists may be invited to an interview and/or presentation. Interviews may be scored as part of the criteria above and may include:

- Walkthrough of proposed first 60 days
- Review of relevant work samples and results
- Proposed workflow for approvals, communications, and response
- Clarification of staffing, capacity, and pricing assumptions

6.6 Reference Checks

The District may conduct reference checks for one or more finalists. Reference feedback may be used to validate scoring for experience, performance, responsiveness, quality, and timeliness.

6.7 Tie-Breakers (If Needed)

If proposals are substantially equal in total score, the District may consider, in order:

1. Higher technical score (Sections A–F combined)
2. Stronger relevant K–12/public-sector references and demonstrated results
3. Lower overall cost / better total value

6.8 Final Award

The District intends to award to the responsible offeror whose proposal is determined to be most advantageous to the District, considering the evaluation criteria and successful contract negotiations.

7. Submission Details

7.1 Proposal Due Date

- Deadline: Friday, February 6, 2026 no later than 4:00 PM EST
- Format: PDF, submitted electronically to rfp@allentownsd.org Subject line should read as follows: "RFP – DATA WAREHOUSING SERVICES – COMPANY NAME"
- Questions: rfp@allentownsd.org Subject line should read as follows: "RFP – QUESTION(S) – DATA WAREHOUSING SERVICES – COMPANY NAME".

No proposal received after the deadline will be accepted. Please send via email, Friday, February 6, 2026 no later than 4:00 PM EST to rfp@allentownsd.org. All questions must be submitted via email by no later than 11:00 AM EST February 2, 2026 to the above noted email address. An addendum will then be posted on the District's website at:

www.allentownsd.org/offices/financial-operational-services/bids-and-rfps

Requests for any information concerning this solicitation are to be referred to the Department of Procurement at rfp@allentownsd.org or 484-765-4245.

8. RFP Addenda

In the event that modifications or additions to the RFP become necessary, such items will be posted on the District's website at www.allentownsd.org under Offices > Financial Services > Bids and RFPs.

8.1 Supporting Documentation

All documentation submitted with the proposal will become the property of Allentown School District.

8.2 Informality of Proposal and Acceptance, Rejection or Selection of Proposal

The Allentown School District expressly reserves the right to reject any or all proposals (in whole or in part, with or without cause, even if all stated requirements are met), to waive any informalities or irregularities in the proposals, and to accept that proposal or the combination of proposals which is in the best interest of the Allentown School District, in part or in whole. The District reserves the right to negotiate terms and conditions.

8.3 Execution of this "Request for Proposal"

The proposal must be signed by an official authorized to bind the respondent, and it must contain a statement to the effect that the proposal is firm for a period of at least 120 days from the date of receipt.

Proposals must be accompanied by the RFP of the Allentown School District, which is to be incorporated therein by reference. The District shall review the proposals pursuant to the criteria stated herein.

9. Cost and Pricing Data

The cost and/or price of this project will need to be a complete project cost, no additional fees, or "add-on" services will be accepted.

10. Timeline

- RFP Issued: January 26, 2026
- Questions Due: February 2, 2026
- Proposal Submission Deadline: February 6, 2026
- Selection Announcement: February 26, 2026
- Project Start: March 2, 2026

11. Unacceptable Work

If it is determined that the developers design and development work was unacceptable, because it did not meet the Standards, Programs, Activities, and Functions, the developer may, at the written request of the District, be required, to provide redesign at its own expense and resubmit a revised design or assessment. Failure to submit acceptable work in a timely manner shall constitute sufficient grounds for the District to withhold payment and to pursue all lawful recourse.

The vendor may be terminated at any time upon thirty (30) days written notice by either party without cause. However, if the vendor fails to comply with any of the terms specified in this Article due to gross negligence or irreprehensible harm to the District, the District may terminate this contract with seven (7) days' notice.

EXHIBIT A

Allentown School District

Base Services vs. Optional Services

This Exhibit is intended to distinguish between Base Services included within the core contract award and Optional Services that may be requested by the District on an as-needed basis. The District reserves the right to procure any or all services listed below at its discretion.

A. Base Services

The following services shall be considered Base Services and are expected to be included in the proposer's core pricing:

- Enterprise data warehouse architecture and design
- Integration with SIS, PDE/PIMS, and identified instructional systems
- Integration with operational systems (Facilities, Transportation, Safety & Security, Child Nutrition, Technology)
- Migration of a minimum of five (5) years of historical data
- Instructional dashboards (student performance, growth, MTSS)
- Operational dashboards (work orders, ridership, safety metrics, participation rates)
- Role-based access and reporting
- Data governance framework and documentation
- Hosting, backup, and disaster recovery
- Initial and ongoing training
- Ongoing technical support and system maintenance

B. Optional / As-Needed Services

The following services may be requested by the District but are not guaranteed:

- Additional system integrations beyond those identified at award
- Advanced analytics, predictive modeling, or AI-driven insights
- Custom School Board, Cabinet, or public-facing dashboards
- Extended historical data migration beyond five (5) years
- Data governance consulting beyond baseline requirements
- Custom report development beyond standard offerings
- On-site professional development beyond contracted levels

EXHIBIT B

Allentown School District

1. INDEMNIFICATION.

- (a) [COMPANY] agrees to defend, indemnify and hold harmless the ALLENTOWN SCHOOL DISTRICT and its agents and employees, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and/or expenses, including attorney's fees, arising out of or resulting from [COMPANY's] performance of the work required by the [COMPANY], regardless of whether such demand, claim, suit, cause of action, loss, penalty, or expense is incident to or arises out of conditions or omissions permitted or acts performed by any indemnitee.
- (b) The [COMPANY] agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Agreement for Sale and Purchase of Property and to the fullest extent permitted by law, the [COMPANY] shall defend and indemnify the ALLENTOWN SCHOOL DISTRICT from all such claims including without limitation claims for which the ALLENTOWN SCHOOL DISTRICT may be or may be claimed to be liable by reason of its own independent negligence.
- (c) The COMPANY agrees to assume its entire responsibility and liability for all damages or injury to all persons, whether its employees or otherwise, and to all property arising out of or in any manner connected with the execution of the "work" under this contract.
- (d) Specifically, [COMPANY] also agrees to indemnify the ALLENTOWN SCHOOL DISTRICT from liability for ALLENTOWN SCHOOL DISTRICT's own negligence which results in harm to [COMPANY's] employees.
- (e) The [COMPANY's] obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the [COMPANY] under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.
- (f) The [COMPANY] shall defend and indemnify the ALLENTOWN SCHOOL DISTRICT from all such claims, including without limitation, claims for which the ALLENTOWN SCHOOL DISTRICT may or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.
- (g) The [COMPANY] further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of this section and other contractual indemnification assumed by the [COMPANY] in the contract.

EXHIBIT C

Allentown School District

1. INSURANCE

- (a) Contractor shall purchase and maintain insurance as outlined in following section (3), which will provide primary liability coverage to Contractor and ALLENTOWN SCHOOL DISTRICT for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- (b) Certificates of insurance from the insurance carrier, or their authorized agent, with the appropriate additional named insured endorsement attached showing ALLENTOWN SCHOOL DISTRICT as an additional named insured for primary liability coverage and stating the limits of liability and expiration date which are reasonably acceptable to ALLENTOWN SCHOOL DISTRICT shall be filed with and accepted by ALLENTOWN SCHOOL DISTRICT before operations are begun.
- (c) Please have your insurance representative prepare and forward an acceptable Certificate of Insurance to:

ALLENTOWN SCHOOL DISTRICT
31 S. Penn Street, Allentown, PA 18102

2. INSURANCE REQUIREMENTS.

- (a) Commercial General Liability.
 - (i) Minimum acceptable limit of coverage is \$1,000,000 per occurrence, \$2,000,000 aggregate, \$2,000,000 products and completed operations.
 - (ii) Coverage must be written on a Standard ISO General Liability form (CG0001) and must not contain any specific exclusions relating to contractual, products/completed operations liability, contractor's protective liability, and explosion, collapse, and underground (XCU) property damage hazard.
 - (iii) Depending on the nature and scope of work, higher limits may be required.
- (b) Business Auto Liability Insurance.
 - (i) Minimum acceptable limit of coverage is \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - (ii) Coverage must include owned, hired, and non-owned vehicles.

- (c) Workers' Compensation.
 - (i) Must provide benefits as mandated by the state worker's compensation statute.
 - (ii) Minimum acceptable employers' liability limit is \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease.
- (d) Excess Liability Insurance with a minimum acceptable limit of coverage of \$1,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employer's liability as required by this Addendum. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.
- (e) If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$3,000,000 aggregate.
- (f) If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.
- (g) If the contractor is providing web-based/cyber services or has access to the owner's computer systems, websites, networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security liability, media liability & data breach coverage, with minimum limits of \$2,000,000 per claim, through the term of this agreement and for at least one (1) year after. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.

3. OTHER INSURANCE REQUIREMENTS.

- (a) Contractor shall purchase insurance from and maintain in an ALLENTOWN SCHOOL DISTRICT or companies with an A.M. Best rating of "A" or better and lawfully authorized to do business in the jurisdiction in which the work is located.
- (b) Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of commencement of work until completion. The contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
- (c) The Contractor shall continuously provide up-dated and current certificates(s) of insurance throughout the term of the project as coverage expires.
- (d) ALLENTOWN SCHOOL DISTRICT **must** be named as "additional insured" with regards to general liability, cyber, auto liability and pollution liability (if applicable).
- (e) Cancellation Clause: The certificate of insurance must provide a thirty (30) day notice of cancellation.

- (f) Contractor's coverage naming the ALLENTOWN SCHOOL DISTRICT as additional insured shall include an Endorsement specifying that the Contractor's coverage is primary to any other coverage available to the ALLENTOWN SCHOOL DISTRICT, including, without limitation, coverage maintained by the ALLENTOWN SCHOOL DISTRICT wherein the ALLENTOWN SCHOOL DISTRICT is the named insured, and that no act or omission shall invalidate the coverage.
- (g) Contractor shall require all COMPANYs (of every tier) to meet the same insurance criteria as required of the Contractor. The COMPANY's insurance must name the ALLENTOWN SCHOOL DISTRICT as additional insureds. The Contractor shall maintain each COMPANY's certificate of insurance on file and provide such information to the ALLENTOWN SCHOOL DISTRICT for review upon request.
- (h) Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
- (i) Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to ALLENTOWN SCHOOL DISTRICT for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless ALLENTOWN SCHOOL DISTRICT provides Contractor with a written waiver of the specific insurance requirement.
- (j) None of the requirements contained herein as to the types, limits, or ALLENTOWN SCHOOL DISTRICT's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with ALLENTOWN SCHOOL DISTRICT, or otherwise provided by law.
- (k) Failure of Contractor to provide insurance as herein required or failure of ALLENTOWN SCHOOL DISTRICT to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

EXHIBIT D

Allentown School District

TERMINATION CLAUSE

1. Vendor Violation or Breach of Contract Terms

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 with 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 affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

2. District Termination for Cause and for Convenience

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. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor