



Invitation to Bid (ITB):

Security Video Management System Infrastructure Upgrade, Installation,
and Migration Services

ITB No. SVMI_1126

Issue Date: 10/29/2026

Bids Due: 12/01/2026 at 9:00 a.m. local time

SUBMIT BIDS TO:

Jana Arentsen

Procurement Coordinator

200 South Providence Road

Wallingford, PA 19086

Phone: 610-892-3470 x1303

Email: procurement@wssd.org

Invitation to Bid: Security Video Management System Infrastructure Upgrade, Installation, and Migration Services

PART I: GENERAL INFORMATION

The Wallingford-Swarthmore School District (“District”) is a public school district located in Delaware County, Pennsylvania, serving approximately 3,700 students across three (3) elementary schools, one (1) middle school, and one (1) high school.

A. PURPOSE OF INVITATION TO BID

The District is soliciting sealed Bids from qualified and authorized Hanwha Blaze partners, resellers, or integrators to provide equipment, professional services, installation, configuration, migration, testing, training, and project management for an upgrade of the District's video surveillance infrastructure.

The ITB is designed to provide interested parties with sufficient basic information to submit bids (“Bids”) meeting minimum requirements but is not intended to limit a Bid’s content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select authorized Hanwha Blaze partners/resellers that demonstrate the highest level of knowledge, competency, qualification and experience with large-scale video surveillance deployments, Hanwha Blaze migration projects, and at least three comparable K-12, municipal, or enterprise surveillance implementations completed within the past five years.

The District will publicly open timely submitted Bids and, if it proceeds with an award, will award the contract to the lowest responsible and responsive Bidder in accordance with Part II, Section D. The District reserves the right to reject any and all Bids, to amend this ITB, and/or to waive any non-material variations or irregularities with the stated ITB conditions found in the Bids.

B. TIMELINE AND AWARD

All times noted in the ITB are local times of the District.

Bid Due Date: December 1, 2026 at 9:00 a.m. local time (the “Bid Due Date”).

Bid Submission: Sealed Bids must be submitted to **Jana Arentsen** at **Wallingford-Swarthmore School District, 200 South Providence Road, Wallingford, PA 19086**, in a sealed envelope marked “ITB No. SVMI_1126 - Security Video Management System.” Bids may be hand-delivered, delivered by overnight courier (FedEx, UPS, etc.), or mailed through USPS. Bids received after the Bid Due Date or delivered to a person or location other than that specified above will be rejected and will not be considered.

In addition to the required hard-copy submission, each Bidder shall, within one (1) hour prior to the Bid Due Date and Time, email a searchable PDF copy of its Bid, identical to the hard-copy submission, to **procurement@wssd.org** with the subject line, “**Response to ITB: SVMI_1126.**” The electronic copy is provided for convenience only and does not replace the

requirement for timely delivery of the hard-copy Bid. In the event of any discrepancy, the hard-copy Bid shall control.

The District assumes no responsibility for delays in mail, courier, or electronic transmission. Bidders are solely responsible for ensuring that their Bids are received by the District before the Bid Due Date.

Anticipated Award: December 21, 2026

Review of Bid: The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Bid. The meeting may be held in person or remotely during the week of December 6, 2026.

C. ITB QUESTIONS

Any questions regarding the ITB shall be submitted by email to AJ Cetroni, Director of Information Technology, and Jana Arentsen, Procurement Coordinator, at procurement@wssd.org. The email subject line should read, "QUESTION: SVMI_1126" and must identify the person's name, contact information, and entity. All questions must be submitted to the District no later than November 18, 2026 by 4:00p.m. local time.

Bidders may not rely on oral responses to inquiries and shall only rely on written responses issued in writing by Mr. Cetroni and/or Ms. Arentsen. Responses to questions and any addenda to the ITB will be posted on the District's website, <https://www.wssd.org/procurement>. It is each Bidder's responsibility to check the website periodically to obtain such responses and any amendments to the ITB.

D. NO DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE

The District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this ITB or participating in the ITB process. If, for any reason whatsoever, the District rejects a Bidder's Bid, by submitting a Bid, the Bidder agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Bid, or assert a claim for unjust enrichment.

PART II: GUIDELINES FOR SUBMITTING A BID

A. REQUIRED INFORMATION

Each Bid shall include a qualifications Bid as described below. The School District intends to review and evaluate the merits of the Bid based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

Each Bid shall be submitted as a sealed hard copy in accordance with Part I of this ITB, together with an identical searchable PDF document emailed to procurement@wssd.org with the subject line, "**Response to ITB: SVMI_1126.**" The PDF shall include the Bidder's name and date on the cover page. In the event of any discrepancy, the hard-copy Bid shall control.

Bids shall be emailed to **AJ Cetroni, Director of Information Technology, and Jana Arentsen, Procurement Coordinator**, at **procurement@wssd.org**. Bids must be received no later than 9:00a.m. local time on December 1, 2026. *Faxed responses and proposals received after the deadline will not be considered.*

B. SCOPE OF SERVICES

The following requirements describe the work to be provided by the Successful Bidder. The specifications are intended to be firm and are not to be varied except as expressly permitted by this ITB.

The Successful Bidder shall have the ability to provide the following (see following page):

Scope of Services	
Project Overview	<p>The Wallingford-Swarthmore School District ("District") seeks Bids from qualified and authorized Hanwha Blaze partners, resellers, or integrators to furnish, install, configure, test, and place into full operation a video surveillance infrastructure upgrade. The project includes the purchase of specified Hanwha Blaze recorder hardware and Hanwha Vision cameras, installation services, migration of existing cameras to the new recording platform, and professional engineering and project management services necessary for successful implementation.</p>
Equipment Procurement	<p>The District has previously invested in Hanwha Vision camera infrastructure at Strath Haven High School through grant-funded projects. Current District camera servers are nine (9) years old and no longer under warranty or support. The servers also have failing components.</p> <p>To maintain system consistency and ensure operational continuity, the District has determined that the specified Hanwha Blaze equipment is required for compatibility with the District's existing Hanwha Vision infrastructure. The District has further confirmed that the proposed Hanwha Blaze platform is compatible with other camera systems currently deployed throughout the District, allowing for the migration and integration of existing surveillance assets into a unified video management environment. No substitutions will be accepted because the specified equipment is required for compatibility with the District's existing Hanwha Vision infrastructure.</p> <p>The Successful Bidder shall provide all Hanwha Blaze recorder equipment, Hanwha Vision cameras, licenses, accessories, mounting hardware, cables, connectors, and other materials required for a complete and operational installation, including:</p> <ul style="list-style-type: none"> • Fourteen (14) Hanwha Blaze 3U BLAZE Network Video Recorders (Part No. BRR-P6410A4E-80TB) • Eight (8) Hanwha Vision 12MP Fisheye Cameras (Part No. XNF-A9014RV) <p>Equipment shall be new, unused, and obtained through authorized manufacturer distribution channels.</p>

Installation and Configuration Services	<p>The Successful Bidder shall:</p> <ul style="list-style-type: none"> • Install all supplied NVR equipment. • Install and configure all new camera devices. • Configure recording schedules, user permissions, retention settings, and system parameters. • Integrate all equipment into the District's existing surveillance environment. • Perform all necessary firmware and software updates. • Coordinate installation activities to minimize disruption to District operations. • Provide all labor, tools, equipment, and transportation necessary to complete the work. <p>Bidders must pay workers not less than the rates determined under the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., for all work to which the Act applies. The applicable prevailing wage determination will be attached as Appendix H.</p>
Camera Migration and System Conversion	<p>The Successful Bidder shall provide complete migration services for the District's existing surveillance environment, including:</p> <ul style="list-style-type: none"> • Conversion and migration of existing Hanwha and Arecont camera integrations. • Import and configuration of approximately 731 camera views representing approximately 335 physical cameras. • Migration of camera settings, layouts, user configurations, and associated recording functions where technically feasible. • Verification that all cameras are fully operational and recording properly following migration. • Resolution of any compatibility or integration issues necessary to achieve a fully functioning system.
Professional Services Requirements	<p>The Successful Bidder shall provide the following manufacturer-supported implementation services:</p> <p>I. Hanwha On-Site Engineering Services</p> <ul style="list-style-type: none"> • Hanwha Blaze on-site engineering support throughout implementation. • System design review and technical validation. • Assistance with migration planning, system commissioning, and final acceptance testing. <p>II. Project Management</p> <ul style="list-style-type: none"> • Dedicated project manager serving as the District's primary

	<p>point of contact.</p> <ul style="list-style-type: none"> • Development of a detailed implementation schedule. • Coordination of equipment delivery, installation activities, testing, and project closeout. • Regular project status updates to the District. <p>III. On-Site Technical Personnel</p> <ul style="list-style-type: none"> • Qualified and experienced technicians for all installation, configuration, migration, and testing activities. • Sufficient staffing levels to complete the project within the proposed schedule.
Testing and Acceptance	<p>The Successful Bidder shall perform comprehensive testing to verify:</p> <ul style="list-style-type: none"> • All NVRs are operational. • All camera streams are functioning correctly. • Recording and playback capabilities are fully operational. • User access and permissions perform as intended. • System performance meets manufacturer recommendations. <p>The District reserves the right to conduct acceptance testing before final project approval.</p>
Training and Documentation	<p>The Successful Bidder shall provide:</p> <ul style="list-style-type: none"> • Administrative training for District personnel. • End-user operational training as needed. • System documentation, including configuration records. • Equipment inventory and installed device documentation. • Manufacturer warranty information and support contacts. <p>The Successful Bidder shall treat all recorded video, system configurations, and access credentials as confidential District information. Recorded video may contain images of students that constitute education records under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Successful Bidder will be required to execute the District's data use agreement.</p>
Warranty and Support	<p>The Successful Bidder shall provide the following minimum warranty and support commitments:</p> <ul style="list-style-type: none"> • The manufacturer's standard warranty for all equipment, fully passed through to the District. • An installation workmanship warranty of not less than one (1) year from Final Acceptance.

	<ul style="list-style-type: none"> • Post-implementation support procedures and escalation contacts. • Response times for service requests and technical support, as stated on the Bid Form.
Deliverable Project Schedule	<p>The completed implementation shall result in a fully operational Hanwha Blaze appliance platform with single pane to view live security footage and search archival footage with a minimum of 30 days of archival footage, all specified NVRs installed, all new cameras operational, and approximately 731 existing camera views successfully migrated.</p> <p>Mobilization shall commence on or about January 4, 2027, with substantial completion by June 30, 2027.</p>

C. MINIMUM BIDDER QUALIFICATIONS / RESPONSIBILITY

To be considered for award, Bidders must demonstrate that they possess the experience, resources, and technical capabilities necessary to successfully perform the services described in this ITB. Failure to meet these minimum qualifications may render the Bidder not responsible. These qualifications include, but are not limited to:

- Be an authorized Hanwha Blaze partner, reseller, or integrator in good standing.
- Demonstrate experience implementing enterprise video surveillance systems of comparable size and complexity.
- Demonstrate experience installing and configuring Hanwha Blaze recorders, Hanwha Vision cameras, and video management platforms.
- Have experience migrating existing camera environments and integrating multiple camera manufacturers into a unified surveillance platform.
- Provide qualified project management, engineering, and technical staff sufficient to perform the work described in this ITB.
- Maintain all licenses, certifications, and insurance required to perform the services.
- Provide references for at least three comparable projects completed within the last five years.

D. BASIS OF AWARD

Award will be made to the lowest responsible and responsive Bidder based on the Total Base Bid stated on the Bid Form. In determining responsibility, the District may consider whether the Bidder satisfies the minimum qualifications, references, authorization status, and financial and technical capability to perform the work. The District may award the base bid and any alternates it selects. Tie bids will be resolved as permitted by law.

PART III: SUBMISSION OF BID

BID PACKAGE

Each Bid shall include the following: (1) the completed Bid Form (Appendix B) with the Total Base Bid in numbers and words, line item pricing, unit prices, workmanship warranty period offered, and support response time; (2) bid security as set forth below; (3) a completed Non-Collusion Affidavit (Appendix C); (4) Bidder Qualifications and References identifying three comparable projects completed within the last five years (Appendix F); (5) proof of authorized Hanwha Blaze partner, reseller, or integrator status; (6) a certificate of insurance or statement of ability to meet the District's insurance requirements (Appendix G); (7) an acknowledgment of addenda (Appendix E); and (8) an implementation schedule.

The Total Base Bid shall be a single total price for the entire scope of Work described in this ITB and shall equal the sum of the following line items, each stated separately on the Bid Form: Item 1, Equipment (including NVRs, cameras, licenses, and materials); Item 2, Installation and

Configuration; Item 3, Camera Migration; Item 4, Engineering and Project Management; and Item 5, Training and Documentation. Each line item price shall be inclusive of all labor, equipment, and incidentals necessary to complete that portion of the Work, and the Total Base Bid shall be the sole compensation for the base scope. The Successful Bidder shall bear the risk of all cost overruns, and neither the Total Base Bid nor any line item price shall be increased on account of any increase in the Successful Bidder's costs. Unit prices shall apply only to additional work authorized in writing by the District.

BID SECURITY

Each Bid shall be accompanied by a bid bond or certified check equal to ten percent (10%) of the Total Base Bid, payable to the District. Bid security will be forfeited if the bid is withdrawn within sixty (60) days of public opening except as permitted by the Public Works Contractors' Bid Withdrawal Law, 73 P.S. § 1601 et seq., for clerical errors, or if the Successful Bidder fails to execute the Agreement and furnish the required bonds and insurance, and bid security will be returned to unsuccessful Bidders after award.

QUALIFICATIONS AND REFERENCES

Submit Bidder Qualifications and References identifying at least three comparable projects completed within the last five years, together with proof of authorized Hanwha Blaze partner, reseller, or integrator status.

AUTHORIZATION, INSURANCE, AND ADDENDA

Submit an acknowledgment of addenda and either a certificate of insurance or a written statement acceptable to the District confirming the Bidder's ability to satisfy the insurance requirements of this ITB, together with workers' compensation coverage information or a valid exemption.

IMPLEMENTATION SCHEDULE

Submit an implementation schedule showing mobilization, installation, migration, testing, training, and substantial completion dates.

PART IV: ANTICIPATED AGREEMENT TERMS

The following terms identify many of the material requirements of the Agreement that the Successful Bidder will be required to execute as a condition of award.

A. CONTRACT PERIOD

The Agreement will commence on or about January 1, 2027, following approval by the Board of School Directors, and will remain in effect through June 30, 2027, unless terminated earlier in accordance with its terms. Bid prices shall be firm for the entire term.

B. FORM OF AGREEMENT

The District's form of Agreement attached as Appendix D will be subject to final review by the District's solicitor and approval by the Board of School Directors. The Successful Bidder shall execute that Agreement without modification. Bids containing exceptions, conditions, or qualifications to this ITB or the Agreement may be rejected as nonresponsive. A duly authorized officer or agent of the Bidder shall sign the Bid.

C. CHANGES

The District shall have the right to direct changes to the work that are consistent with the intent of the ITB and Agreement. A change in the contract price or schedule shall be accomplished only by a change order or the written authorization of the District.

D. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION

The Agreement will require the Successful Bidder to maintain the following insurance throughout the term of the Agreement. All required policies other than Workers' Compensation and Professional Liability shall be primary and noncontributory with respect to any insurance maintained by the District. Each policy shall provide that the insurer will give the District sixty (60) days' prior written notice of cancellation, non-renewal, or material change in coverage, and the Successful Bidder shall immediately forward any such notice to Wallingford-Swarthmore School District.

A certificate of insurance evidencing all insurance coverages as outlined below shall be provided to the District for review upon request, and at least seven (7) working days prior to execution of the Agreement, and at any time thereafter upon the District's written request. Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the District, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an occurrence basis, not claims-made, except for Professional Liability insurance unless specifically approved by the District.

The Agreement will require the Successful Bidder to provide the District with evidence of such coverages and endorsements prior to the start of work and to acquire and maintain throughout the term of the Agreement the greater of (a) its current policies or (b) the following minimum levels of insurance:

1. General Liability:

Commercial General Liability, written on an occurrence basis, including contractual liability, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Successful Bidder or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Bodily Injury and Property Damage
including Products and Completed Operations
Each Occurrence \$1,000,000
Personal and Advertising Injury – Each Occurrence \$1,000,000
Products and Completed Operations Aggregate \$2,000,000
General Aggregate \$2,000,000
Damage to Rented Premises \$ 50,000
Medical Payments \$ 10,000
Any deductible under this coverage shall be no more than \$10,000 without District approval, and shall be the sole responsibility of the Successful Bidder.

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit \$ 1,000,000

3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation Statutory
Bodily Injury, each Employee \$500,000
Bodily Injury, each Accident \$500,000
Disease, each Employee \$500,000

If the Successful Bidder is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence \$1,000,000
Aggregate \$1,000,000
Hazardous work may require higher limits, as requested by the District.

5. Professional Liability/ Errors & Omissions Insurance

All Bidders who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim \$1,000,000
Annual Aggregate \$1,000,000

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage shall be provided for three (3) years following completion of the insured's services. In the alternative, the Professional Liability policy shall be renewed for not less than three years following completion. The policy retroactive date shall be no later than the effective date of the Agreement. Any deductible under this coverage shall be no more than \$10,000 without District approval, and shall be the sole responsibility of the Successful Bidder.

6. Commercial Crime:

If applicable, the Agreement will require the Successful Bidder to secure and maintain blanket Commercial Crime coverage with an endorsement for third-party coverage in favor of Wallingford-Swarthmore School District in the amount of \$1,500,000.

The policy must cover dishonest acts, including loss due to theft of client money, securities, and property, forgery and alteration of documents, and fraudulent transfer of money, securities, and property.

A full copy of the policy and endorsement shall be furnished to the District, and the District shall be named as loss payee under the policy and endorsement.

7. Cyber Liability: Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

General Insurance Provisions

All policies required hereunder other than Workers' Compensation and Professional Liability shall name Wallingford-Swarthmore School District, and its officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the acts or negligence of the Successful Bidder or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of Wallingford-Swarthmore School District, its officers, directors, agents, employees, and volunteers, and any other parties designated by the District.

The Successful Bidder shall furnish to the District certificates of insurance prior to the start of work, evidencing that the above requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, any deductible(s), class of operations covered, and effective and expiration dates of coverage.

Certificates shall specifically confirm the terms of coverage required herein, including additional insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation,

and Abuse/Molestation policy provisions or endorsements must be submitted with the certificate. A renewal certificate must be provided to the District prior to the expiration date thereof.

Self-Insurance

If the Successful Bidder maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Successful Bidder's most recent audited financial statement, must be provided to the District for review and approval, such approval not to be unreasonably withheld.

If the District grants such approval, the Successful Bidder understands and agrees that Wallingford-Swarthmore School District, and its officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under the Successful Bidder's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

The insurance requirements are not intended and shall not be construed to modify, limit, or reduce the indemnification obligations set forth below or limit the Successful Bidder's liability to the limits of the policies of insurance required to be maintained hereunder.

E. TERMINATION

The Agreement will provide that the District may terminate the Agreement for cause or for the District's convenience upon fifteen (15) days' written notice to the Successful Bidder.

The Agreement will provide that the Successful Bidder may terminate the Agreement only if the District materially fails to perform and does not commence and continue to cure that failure within thirty (30) days after written notice. Such notice shall describe in detail the District's alleged material failure to perform. If the District has failed to cure within that thirty (30)-day period, the Successful Bidder may terminate the Agreement by written notice.

In the event of termination, the District shall be responsible only for payment for services actually and satisfactorily performed as of the termination date, and if the District has paid for goods or services not yet provided as of the termination date, the Successful Bidder shall immediately refund such payments. In the event that the District terminates this Agreement for cause, the District may procure, upon such terms and in such manner as it determines, materials, equipment, and services to repair, replace, and/or complete the work, and the Successful Bidder shall be liable to the District for any reasonable excess costs. If it is later determined that the District erred in terminating the Contract for cause, then, at the discretion of the District, the Agreement shall be deemed to have been terminated for convenience.

In no event shall Contractor be entitled to receive termination expenses, unabsorbed overhead, lost profits, or damages for work not performed, nor any consequential damages, any and all claims for which Contractor hereby waives.

The District's obligations under the Agreement will be contingent upon the availability of appropriated funds

F. ASSIGNMENT

The Agreement will require the Successful Bidder not to assign the Agreement without the advance written express consent of the District.

G. SUBCONTRACTING AND SUB-CONSULTING

The Agreement will require the Successful Bidder not to enter into a subcontract or sub-consulting agreement for any of its contractual duties without the advance written express consent of the District.

H. WAIVER OF CONSEQUENTIAL DAMAGES

The Agreement will require the Successful Bidder to waive any claim against the District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the work, the Agreement, or termination thereof.

I. CLEARANCES, CERTIFICATIONS, AND LICENSURE

The Agreement will require the Successful Bidder, at no cost to the District, to provide the following valid clearances and certifications for each employee or permitted subcontractor of the Successful Bidder who will be present in District buildings or have direct contact with students prior to performing any services for the District:

- A Child Abuse History Clearance (Act 151);
- Federal Criminal History Records (Act 114);
- Pennsylvania Background Checks (Act 34);

The Agreement will require the Successful Bidder to provide current state and federal licenses and certifications, as applicable, for each employee or subcontractor performing services pursuant to the Agreement. The licensure and/or certifications shall align with the types of services to be provided by the individual employee or subcontractor. As a provider of contracted services, the Successful Bidder will be required to notify the District any time that any of its agents or employees who are performing work on behalf of the District are either arrested or charged with a criminal offense, as required by Board Policy 818 and applicable law. Such notice shall be provided in writing on form PDE-6004 within seventy-two (72) hours of the arrest or charge.

J. MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bids may be withdrawn by written notice received by the District before the Bid Due Date. After the public bid opening, a Bid shall remain firm for sixty (60) days and may be withdrawn only as permitted by the Public Works Contractors' Bid Withdrawal Law, 73 P.S. § 1601 et seq., for clerical errors.

K. COLLUSIVE BIDS

By submitting a Bid, Bidder certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise manipulated, its Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the District. By submitting its Bid, Bidder certifies that its Bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or related entity in connection with its Bid.

L. CONFIDENTIALITY OF BIDS

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. Each Bid, including detailed price and cost information, will be held in confidence while the District is evaluating the Bid. After the District and the successful Bidder(s) have executed a contract, all Bid will become public records.

Trade secrets and other confidential proprietary data contained in the Bid may be held confidential if the Bidder submits a written request to the District, and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that the entire Bid is confidential shall be unacceptable.

When submitted to the District, the Bid shall become the exclusive property of the District and will not be returned to the Bidder.

M. BIDDER RESPONSIBILITIES

It is the obligation of each Bidder to examine instructions, requirements, and specifications before submitting a Bid. Submission of a Bid shall be proof that such examinations have been made and that each Bidder has completed its own investigation and has become thoroughly familiar with the requirements.

The District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by a Bidder. Each Bidder will be required to assume responsibility for the packaged service offered in its Bid.

Bidder(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Bidder's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

N. RESERVATION OF RIGHTS

The District reserves and may, at its sole discretion, exercise the following rights with respect to this ITB and all Bids submitted pursuant to this ITB:

To reject all Bids and re-issue the ITB at any time prior to execution of a final contract; to require, in any ITB for similar products and/or services that may be issued subsequent to this ITB, terms and conditions that are substantially different from the terms and conditions set forth in this ITB; or to cancel this ITB with or without issuing another ITB.

- To reject any Bid if, in the District's sole discretion, the Bid is incomplete, the Bid is not responsive to the requirements of this ITB, or it is otherwise in the best interest of the District to reject the Bid.
- To supplement, amend, substitute, or otherwise modify this ITB at any time prior to the execution of a final contract.
- To accept or reject any or all of the items in any Bid and award a contract for the whole or only a part of any Bid if the District determines, in its sole discretion, that it is in the District's best interest to do so.
- To reject the Bid of any Bidder that, in the District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this ITB that is not, in the District's sole judgment, material to the Bid.
- To permit or reject, at the District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Bid by one or more of the Bidders following Bid submission.
- To request that any Bidder modify its Bid, including, but not limited to, modifying the pricing or providing additional information.
- To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by a Bidder.
- To require that the Bidder appear for interviews and/or presentations of its Bid at District offices.
- To inspect projects similar in type and scope to the work sought in this ITB.
- To conduct such investigations as the District considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any Bid.

O. INDEMNIFICATION AND HOLD HARMLESS

The Agreement will require the Successful Bidder, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District (with legal counsel selected by the District), its elected officials, employees, agents, and representatives, and any additional insureds from and against any and all claims, suits, demands, liabilities, damages, losses, taxes, fines, fees, penalties and expenses, including, without limitation, professional fees and legal fees and costs, based upon or arising in whole or in part by acts or omissions of the Successful Bidders and its employees, subcontractors, subconsultants, agents, or anyone for whose acts they may be liable related to the work, the Agreement, and/or the ITB, including, without limitation, claims, suits, demands, liabilities, damages, losses, taxes, and expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including, loss of use resulting therefrom, regardless of whether or not such claim, suit, demand, liability, damage, loss, tax, or expense is caused in part by the District. The indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Successful Bidder or a subcontractor under workers' compensation acts, disability benefits, or other employee benefit acts. Nothing in this ITB or the Agreement shall be construed as a waiver by the District of any immunity or protection under the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541 et seq.

P. AUDIT

The Agreement will require the Successful Bidder to keep and maintain records, books, accounts and other documents sufficient to reflect accurately and completely evidence of completion of all milestones that are the basis for any application of payment made by the Successful Bidder and all amounts which are the basis of a claim by the Successful Bidder for reimbursement of additional costs for work. The Successful Bidder shall preserve all such records for a period of three (3) years from the date of final completion, or for such longer period as may be required by law.

Q. ADDITIONAL LEGAL REQUIREMENTS

Bidders shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this ITB shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Bidder's obligations under applicable laws.

As part of the Agreement and at no additional cost, the Successful Bidder and its subcontractors, agents, representatives, and employees shall observe all applicable District policies.

The Successful Bidder shall comply with, and give notices required by, all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards, including, but not limited to, compliance with Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, 24 P.S. 1-101 et seq., and applicable prevailing wage acts. The specific statutory requirements enumerated in this ITB or the Agreement with the Successful Bidder shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Successful Bidder's obligations under applicable laws. The Successful Bidder shall hold indemnify, defend, and hold harmless the District (with legal counsel selected by the District), its

elected officials, employees, agents, and representatives, and any additional insureds, from and against any and all fines, fees, penalties, claims, suits, demands, liabilities, damages, losses, taxes, and expenses, including, without limitation, professional fees and legal fees and costs, arising from or related to failure of the Successful Bidder, or anyone for whom it may be liable, to comply with applicable laws, ordinance, rules, regulations, or lawful orders.

The Successful Bidder and each subcontractor (as defined in the Public Works Employment Verification Act) shall comply with the Public Works Employment Verification Act.

The Successful Bidder will furnish all information and reports required by law and will permit access to its books, records, and accounts by the District and, where required by law, any government agency, or anyone working on their behalf, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Successful Bidder shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881, *et seq.*, and Trade Practices Act, 71 P.S. § 773.101, *et seq.*, with respect to any steel, aluminum, or cast iron product (including machinery and equipment) used in connection with the Project.

The following requirements may apply to the extent the Agreement is funded in whole or in part with federal funds.

1. Debarment And Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to “Debarment and Suspension”. Bidder represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Bidder further agrees to immediately notify the District if Bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Byrd Anti-Lobbying Amendment. Bidders that submit a Bid for an award exceeding \$100,000 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), which prohibits the use of federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, any member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or other award.

3. Equal Employment Opportunity. The Agreement will require the Successful Bidder not to discriminate against any person upon any grounds prohibited by federal or state law, including the Pennsylvania Human Relations Act, 43 P.S. § 951 *et seq.*

The Successful Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, age, national origin, disability, or unfavorable discharge from military service.

The Successful Bidder will furnish all information and reports required by law and will permit access to its books, records, and accounts by the District and, where required by law, the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

4. Small And Minority Business, Women's Business Enterprises, And Labor Surplus Area Firms. The Successful Bidder shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

5. Domestic Preferences. To the extent applicable, the Successful Bidder will demonstrate a preference for using U.S.-made products in accordance with 2 C.F.R. § 200.322.

R. AWARD AND EXECUTION OF AGREEMENT

The District expects to award the contract within sixty (60) days after the public bid opening unless that period is extended by mutual written consent of the District and the apparent Successful Bidder. The District will issue a Notice of Intent to Award to the apparent Successful Bidder. Within ten (10) days after receipt of the Notice of Intent to Award, the apparent Successful Bidder shall furnish the signed Agreement, certificates of insurance, and all required bonds. Failure to do so constitutes a default, entitles the District to retain the bid security, and renders the defaulting Bidder liable for the difference between its Bid and the amount of any replacement contract, together with additional costs incurred by the District as a result of the default.

S. PERFORMANCE AND PAYMENT BONDS

Pursuant to and in accordance with the Public Works Contractors' Bond Law of 1967, the Successful Bidder shall furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount. All sureties shall be authorized to do business in Pennsylvania, listed on the current U.S. Treasury Circular 570, and accompanied by a valid power of attorney executed on behalf of the surety. All costs associated with such bonds are included in the Total Base Bid.

T. FAMILIARITY WITH PROPOSED WORK

By submitting a Bid, each Bidder acknowledges that it has examined the ITB documents, visited the site as it deems necessary, and obtained the information required to complete the work. The Successful Bidder shall not assert a claim based on insufficient data, incorrectly assumed conditions, or misunderstanding of the nature, conditions, or character of the work.

U. SDS SHEETS / WORKER AND COMMUNITY RIGHT-TO-KNOW ACT

Any Bidder using materials containing hazardous substances shall furnish appropriate safety data sheets for all such products and shall comply with the Pennsylvania Worker and Community Right-to-Know Act, 35 P.S. § 7301 et seq., including all required information concerning the composition of materials and products used or installed as part of the project.

V. PENNSYLVANIA HUMAN RELATIONS ACT

The Successful Bidder shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951 et seq., which prohibits discrimination by employers, contractors, and others on prohibited grounds. This requirement is made part of the Agreement.

W. DISCRIMINATION PROHIBITED

In the hiring of employees for performance of the work under the Agreement, neither the Successful Bidder, any subcontractor, nor any person acting on their behalf shall discriminate against or intimidate any citizen of this Commonwealth who is qualified and available to perform the work by reason of race, creed, color, or gender. A violation of this requirement may result in cancellation or termination of the Agreement and forfeiture of amounts otherwise due.

X. FEES, PERMITS AND CERTIFICATIONS

The Successful Bidder, at its sole cost and expense, shall secure and maintain all permits, licenses, and certifications required by federal, state, and local law for performance of the work.

Y. TAXES

The District is exempt from Pennsylvania sales and use tax and federal excise tax. Bid prices shall exclude such taxes. The Successful Bidder shall be responsible for all other taxes applicable to the work.

Z. TIME PERIOD FOR PERFORMANCE OF THE WORK

Unless otherwise provided in the Agreement, the Successful Bidder shall commence work on June 4, 2027 and shall complete the work by June 30, 2027.

By submitting a Bid, a Bidder attests that completion of the work within this time is reasonable and achievable. The District shall have the right to revise or update the schedule as the District deems necessary, and may delay or accelerate, in whole or in part, the commencement or execution of the work, or vary the sequence thereof, without additional compensation to the Contractor. Time is of the essence in the performance of the work.

The Agreement shall provide that the District may, at any time, order Successful Bidder in writing, for the District's convenience and without cause, to suspend, stop, or interrupt the work in whole or in part for such period of time as the District may determine. Successful Bidder shall, unless directed otherwise by the District, advise any and all subcontractors to, immediately cease the performance of further work and all procurement activities related to the suspended portion of the work. In the event such suspension is ordered by the District and Successful Bidder is not otherwise in breach of the terms of the Successful Bidder Documents, Successful Bidder shall be entitled to an equitable adjustment in time to reflect the actual amount of time lost by Successful Bidder as a result of the suspension or interruption and for an equitable price adjustment matching any increase in labor (prevailing wage rates as well as base rate) and increase in material costs as posted by approved system supplier(s)/subcontractors. In no event shall Successful Bidder be entitled to lost

profits nor any consequential or punitive damages, any and all claims for which Successful Bidder waives.

AA. PAYMENT

The Agreement shall provide that, on a monthly basis, or as otherwise directed by the District, Successful Bidder shall submit to the District an itemized invoice for completed portions of the Work. The invoice shall be notarized, shall reflect retainage if applicable, and shall be supported by all data substantiating the Successful Bidder's right to payment that the District requires in all form and substance reasonably satisfactory to the District, which may include, but is not limited, to certified payrolls, equipment leases, receipts for expenditures, copies of requisitions from subcontractors and material suppliers in order to review and approve Successful Bidder's charges, the most recent construction schedule showing progress towards major milestones, and/or any documents required by any applicable funding source, law, statute, code, or regulation. Invoices received by the first of the month and approved by the District will be paid within sixty (60) days, provided all work for which payment is requested has been completed in accordance with the Agreement and the Successful Bidder is in full compliance with all requirements of the Agreement.

In the event that the Successful Bidder shall be requested by the District to perform any services during the weekend (such service being hereinafter referred to as a "Special Event") which is not related to the acts or omissions of Successful Bidder or anyone for whom it may be liable, the District shall pay the Successful Bidder for each individual performing such Special Event services at the Special Event hourly rate stated on the Successful Bidder's Bid Form.

The District may withhold from amounts otherwise due the Successful Bidder such sum as the District determines to be necessary to protect the District against loss arising from or related to the acts or omissions of the Successful Bidder.

BB. FAILURE TO COMPLETE

In the event the Successful Bidder shall neglect or refuse to timely complete the work as required, or any part thereof, or to remedy deficient work, then the District is authorized and empowered to purchase supplies, equipment, and services in conformity with the Agreement from such party or parties, and in such manner as it shall elect, at the expense of the Successful Bidder, or to terminate the Agreement or part thereof; reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the District. The District may deduct all such costs and expenses incurred by it from any payments then due or thereafter coming due to the Successful Bidder under the Agreement until the District is reimbursed in full. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the District at law or in equity.

CC. CLEAN-UP / DAMAGE TO PREMISES

The Successful Bidder shall keep the work area reasonably clean and shall promptly remedy damage and loss to any District building, system, or equipment caused in whole or in part by the Successful Bidder or anyone directly or indirectly employed by it.

DD. PROPERTY DAMAGE

The Successful Bidder shall be responsible for damage to District property, buildings, furniture, equipment, driveways, landscaping, and other improvements caused by its activities or those of its employees, agents, or subcontractors.

EE. GOVERNING LAW

The ITB and Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. The District reserves all rights and privileges available to it under the doctrine of nullum tempus occurrit regi.

FF. CLAIMS AND DISPUTES

The Agreement shall provide that the Successful Bidder shall provide written notice to District of all claims for extra work, damages for delay, and any other claims of any nature for increase in price and/or time (a "Claim") within five (5) days of: (1) the time that Successful Bidder should have become aware of the condition; or (2) after the actual occurrence of the event giving rise to the Claim, whichever is later, or such Claim is waived. Documentation in support of such Claims shall be submitted within thirty (30) days of the notice required above or such shorter time period as District may require. Successful Bidder expressly acknowledges that any Claim not made in accordance with the terms of this Paragraph shall be deemed waived by the Successful Bidder.

Claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof shall be exclusively litigated in the Court of Common Pleas of Delaware County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.

Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, the Successful Bidder shall proceed diligently with performance of the Agreement, including any changes directed by the District, so as to avoid delay in the schedule of completion of the work.

GG. SUBMISSION OF DOCUMENTS BEFORE START OF WORK

Work shall not begin until the District has received all required insurance documents, bonds, clearances, and child abuse certifications.

HH. ENVIRONMENTAL COMPLIANCE

Throughout the term of the Agreement, the Successful Bidder shall comply with all applicable federal, state, and local environmental laws and shall not use, generate, handle, store, or dispose of hazardous substances on District property in violation of law. The Successful Bidder shall promptly report any environmental violation or release affecting District property to the District and the appropriate governmental authority. A material violation of this requirement constitutes grounds for termination.

II. ORGANIZATIONAL CONFLICT OF INTEREST

Federal organizational conflict of interest guidelines apply to this procurement to the extent federal funding is involved. Any contractor that prepared or materially assisted in preparing the specifications, requirements, statements of work, or solicitation documents for this procurement shall be ineligible to submit a Bid or receive an award.

APPENDIX A

Bid Submission Checklist

The following items shall be included in the Bid submission:

- ☒ Completed Bid Form (Appendix B) with Total Base Bid in numbers and words, line item pricing, unit prices, workmanship warranty period offered, and support response time
- ☐ Bid bond or certified check equal to ten percent (10%) of the Total Base Bid
- ☐ Completed Non-Collusion Affidavit (Appendix C)
- ☐ Bidder Qualifications and References for at least three comparable projects completed within the last five (5) years (Appendix F)
- ☐ Proof of authorized Hanwha Blaze partner, reseller, or integrator status
- ☐ Certificate of insurance (See Appendix G)
- ☐ Workers' compensation certificate or valid exemption
- ☐ Acknowledgment of Addenda (Appendix E)
- ☐ Implementation schedule

APPENDIX B

BID FORM AND BIDDER CERTIFICATION

ITB No. SVMI_1126

Security Video Management System Infrastructure Upgrade, Installation, and Migration Services

The undersigned Bidder, having carefully examined the Invitation to Bid (ITB), all addenda, and the requirements contained therein, submits the following Bid to furnish all labor, materials, equipment, services, supervision, and incidentals necessary to perform the work described in accordance with the requirements of the ITB.

BID FORM

Item 1 - Equipment (14 NVRs Part No. BRR-P6410A4E-80TB; 8 cameras Part No. XNF-

A9014RV; licenses and materials): \$ _____

Item 2 - Installation and Configuration: \$ _____

Item 3 - Camera Migration (approx. 731 views / 335 cameras): \$ _____

Item 4 - Engineering and Project Management: \$ _____

Item 5 - Training and Documentation: \$ _____

TOTAL BASE BID (numbers): \$ _____

TOTAL BASE BID (words): _____

Unit Prices for Additional Work - Technician hourly rate: \$ _____ per hour

Unit Prices for Additional Work - Project Manager hourly rate: \$ _____ per hour

Unit Prices for Additional Work - Materials markup: _____%

Unit Prices for Additional Work - Special Event (weekend) hourly rate, per individual:

\$ _____ per hour

Workmanship warranty period offered: _____

Support response time: _____

Bid Security: ☐ Bid bond or certified check equal to ten percent (10%) of the Total Base Bid enclosed

The Bidder certifies that:

1. The Bid shall remain firm for sixty (60) days after the public bid opening.
 2. The Bidder has examined the site, the ITB, the Bid Form, and all addenda.
 3. The Bidder will comply with the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., to the extent applicable.
 4. If awarded, the Bidder will execute the District's Agreement and furnish the required bonds and insurance within the time required by the ITB.
 5. The Bidder agrees to comply with all applicable federal, state, and local laws, regulations, and District requirements.
-

Bidder Information

Legal Name of Firm:

Address:

City, State, Zip:

Telephone Number:

Website:

Primary Contact Person:

Title:

Email Address:

Authorized Representative

I certify that I am authorized to execute this Bid on behalf of the Bidder.

Signature:

Title:

Printed Name:

Date:

APPENDIX C

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or noncompetitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

State/Commonwealth of _____: Contract/ITB SVMI_1126

County of _____: I state that I am _____
(Title)

of _____ and that I am authorized to make this affidavit on
(Name of firm)
behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid. I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder.
2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person that is a Bidder or potential Bidder, and they will not be disclosed before the Bid Due Date.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
5. _____, its affiliates, subsidiaries, officers, directors
(Name of firm)

and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public

contract, except as follows: _____.

I state that _____ understands and acknowledges that the
(Name of firm)
above representations are material and important and will be relied on by the Wallingford-Swarthmore School District in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Wallingford-Swarthmore School District of the true facts relating to the submission of Bids for this contract.

(Name & Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public
My Commission Expires

APPENDIX D

DISTRICT FORM OF AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 202__, by and between Wallingford-Swarthmore School District, a Pennsylvania school district with administrative offices at 200 South Providence Road, Wallingford, Pennsylvania 19086 (the "District"), and _____, a _____, located at _____ ("Contractor"), (collectively, the "Parties").

WHEREAS, the District desires to engage Contractor to furnish, install, configure, test, and place into full operation a Hanwha Blaze security video management system infrastructure upgrade, including migration of the District's existing cameras (the "Services," as further described below), as set forth herein;

WHEREAS, Contractor wishes and agrees to provide such Services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and Contractor covenant, promise and agree to the following terms and conditions:

ARTICLE 1 CONTRACT TIME

1.01 The term ("Term") of the Agreement shall begin as of January 1, 2027, following approval by the Board of School Directors, and end effective June 30, 2027, unless terminated earlier in accordance with its terms. Prices shall be firm for the entire Term.

ARTICLE 2 SCOPE OF WORK

2.01 The scope of work is described in full in Invitation to Bid No. SVMI_1126 issued by the District, including all addenda, and Contractor's Bid submitted in response thereto, attached hereto collectively as Exhibit A and incorporated herein as if set forth at length. Contractor shall furnish all labor, tools, equipment, materials, licenses, supervision, and transportation necessary to complete the Services.

2.02 All equipment shall be new, unused, and obtained through authorized manufacturer distribution channels. No substitutions of the specified equipment shall be permitted.

2.03 Contractor shall pass through to the District the manufacturer's standard warranty for all equipment and shall provide an installation workmanship warranty of not less than one (1) year from Final Acceptance, or such longer period as stated in Contractor's Bid. Contractor shall provide post-implementation support procedures, escalation contacts, and the service request response times stated in its Bid.

2.04 Contractor shall perform comprehensive testing to verify that all equipment, camera streams, recording and playback, and user access and permissions are fully operational. The District may conduct its own acceptance testing before final approval of the Services ("Final Acceptance").

2.05 Contractor shall commence the Services on [INSERT START DATE] and shall complete the Services by [INSERT END DATE]. Time is of the essence. The District may revise the schedule, and may delay or accelerate, in whole or in part, the commencement or execution of the Services, or vary the sequence thereof, without additional compensation to Contractor.

2.06 The District may, at any time, order Contractor in writing, for the District's convenience and without cause, to suspend, stop, or interrupt the Services in whole or in part for such period as the District may determine. Contractor shall immediately cease, and direct its subcontractors to cease, performance and procurement activities for the suspended portion of the Services. If Contractor is not otherwise in breach, Contractor shall be entitled to an equitable adjustment in time reflecting the actual time lost and an equitable price adjustment matching any documented increase in labor (including prevailing wage rates) and material costs. In no event shall Contractor be entitled to lost profits or consequential or punitive damages, all claims for which Contractor waives.

2.07 The District may direct changes to the Services consistent with the intent of this Agreement. Any change in the contract price or schedule shall be made only by written change order or other written authorization of the District.

2.08 Contractor acknowledges that it has examined the site and the ITB documents and obtained the information required to complete the Services, and Contractor shall not assert any claim based on insufficient data, incorrectly assumed conditions, or misunderstanding of the nature, conditions, or character of the Services.

2.09 Contractor shall keep the work area reasonably clean and shall promptly remedy, at its cost, any damage to District buildings, systems, equipment, furniture, driveways, landscaping, and other property caused in whole or in part by Contractor, its employees, agents, or subcontractors.

2.10 Contractor shall not begin the Services until the District has received all required insurance documents, bonds, Clearances, and certifications.

2.11 Contractor and its subcontractors shall pay workers not less than the rates determined under the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., for all work to which the Act applies, in accordance with the prevailing wage determination attached to the ITB.

ARTICLE 3 CLEARANCES, CERTIFICATIONS, AND TRAINING

3.01 At no cost to the District, Contractor shall provide to the District all of the following valid clearances and documentation, (collectively, the "Clearances"), for each individual performing Services pursuant to this Agreement who will be present in District buildings or may come into direct contact with the District's students, prior to performing any Services:

- A. PA Child Abuse History Clearance (Act 151);
- B. Federal Criminal History Records (Act 114);

C. Pennsylvania Background Checks (Act 34);

3.02 Such Clearances shall be dated no earlier than one year prior to the date upon which they are presented to the District.

3.03 Individuals performing Services shall have current licenses and certifications for all of the Services they are providing pursuant to this Agreement.

3.04 As a provider of contracted services, Contractor shall notify the Superintendent any time that any of its agents or employees who are performing work on behalf of the District are either arrested or charged with a criminal offense, as required by Board Policy and applicable law. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or charge.

3.05 The District shall have the right to reject the provision of Services by individuals based on the contents of such individuals' Clearances, in accordance with applicable law.

3.06 At Contractor's cost for the time expended, Contractor shall require all individuals performing Services pursuant to this Agreement to complete Title IX sexual harassment training required by Title IX of the Education Amendments of 1972 and its implementing regulations, as in effect from time to time, and offered by the District. Such training shall be completed within sixty (60) days of an individual's start date with the District. In lieu of participating in the District's approved training modules, Contractor may provide certificates of completion demonstrating compliance with this training requirement from a nationally recognized Title IX training provider.

ARTICLE 4 INSURANCE

4.01 Contractor warrants it has in place the insurance detailed in Exhibit B, attached hereto and incorporated herein as if set forth at length.

4.02 Pursuant to the Public Works Contractors' Bond Law of 1967, Contractor shall furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount. All sureties shall be authorized to do business in Pennsylvania, listed on the current U.S. Treasury Circular 570, and accompanied by a valid power of attorney. All bond costs are included in the contract price.

ARTICLE 5 WAIVER OF CONSEQUENTIAL DAMAGES

5.01 Contractor waives claims against the District for lost profits; lost expected profits; and consequential, indirect, incidental, exemplary, and/or punitive damages arising out of or relating to this Agreement or termination thereof.

5.02 Nothing in this Agreement or in any exhibit, proposal, or other document incorporated herein shall limit or cap Contractor's liability to the District, including Contractor's obligations under Article 7.

ARTICLE 6 COMPENSATION & INVOICE TERMS

6.01 As compensation for Services rendered under this Agreement, Contractor shall be entitled to payment equal to the Total Base Bid of [spell out amount] Dollars and [spell out amount] Cents (\$XXXX), consisting of the line items for Equipment, Installation and Configuration, Camera Migration, Engineering and Project Management, and Training and Documentation stated on Contractor's Bid Form. The Total Base Bid is inclusive of all labor, equipment, and incidentals and is the sole compensation for the base scope. Contractor bears the risk of all cost overruns, and no price shall be increased on account of any increase in Contractor's costs. The unit prices stated on the Bid Form shall apply only to additional work authorized in writing by the District.

6.02 On a monthly basis, or as otherwise directed by the District, Contractor shall submit a detailed, itemized, notarized invoice for completed portions of the Services, reflecting retainage if applicable and supported by all data the District requires to substantiate payment, which may include certified payrolls, equipment leases, receipts, subcontractor and supplier requisitions, the most recent schedule, and documents required by any funding source or law.

6.03 Invoices received by the first of the month and approved by the District will be paid within sixty (60) days, following approval of the Board of School Directors, provided all work for which payment is requested has been completed in accordance with this Agreement and Contractor is in full compliance with this Agreement.

6.04 Contractor shall supply the District with a tax identification number using an IRS Form W-9 or other appropriate documentation upon the District's request.

6.05 If the District requests Contractor to perform Services during a weekend for reasons not related to the acts or omissions of Contractor or anyone for whom it may be liable (a "Special Event"), the District shall pay for each individual performing such Services at the Special Event hourly rate stated on Contractor's Bid Form.

6.06 The District may withhold from amounts otherwise due Contractor such sum as the District determines necessary to protect the District against loss arising from or related to the acts or omissions of Contractor.

6.07 The District is exempt from Pennsylvania sales and use tax and federal excise tax, and such taxes shall be excluded from all charges. Contractor shall be responsible for all other taxes applicable to the Services.

ARTICLE 7 INDEMNIFICATION

7.01 Contractor agrees, upon demand and to the fullest extent permitted by law, to indemnify, defend (with legal counsel selected by the District), release, and hold harmless the District and its board members, directors, employees, agents, servants, and any additional insureds, from and against any and all losses, claims, demands, actions, causes of action, suits, judgments, injuries, liabilities, damages, taxes, fines, fees, penalties, and expenses, including professional fees and reasonable legal fees and court costs, asserted by any individual or entity arising out of or as

a result of the acts or omissions of Contractor and/or its officers, directors, employees, agents, representatives, or subcontractors performing the Services on behalf of Contractor, without regard to employment status, in connection with the performance of this Agreement, including claims for bodily injury, sickness, disease, or death, or injury to or destruction of property, including loss of use, regardless of whether such claim is caused in part by the District; and/or as a result of a breach by Contractor of any of the terms or conditions of this Agreement; and/or arising from the failure of Contractor, or anyone for whom it may be liable, to comply with applicable laws, ordinances, rules, regulations, or lawful orders.

7.02 The indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7.03 This Article shall survive the termination or expiration of this Agreement with respect to any claims or liability accruing prior to such termination or expiration.

ARTICLE 8 TERMINATION

8.01 Upon fifteen (15) days written notice to Contractor, the District may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. Such written notice shall be sufficiently given if delivered in person or if mailed by certified United States mail, return receipt requested, or by overnight carrier to the person designated for notice herein. Upon receipt of written notice from the District of such termination, Contractor shall cease performing Services.

8.02 Contractor may terminate this Agreement only if the District materially fails to perform and does not commence and continue to cure that failure within thirty (30) days after written notice from Contractor describing in detail the alleged material failure, in which case Contractor may terminate by written notice.

8.03 If the District terminates for cause, or if Contractor neglects or refuses to timely complete the Services or remedy deficient work, the District may procure materials, equipment, and services to repair, replace, and/or complete the Services in such manner as it determines, at Contractor's expense, and Contractor shall be liable for all excess costs, including attorneys' fees, legal costs, and additional professional fees. The District may deduct such costs from any payments due Contractor. If it is later determined that the District erred in terminating for cause, the termination shall, at the District's discretion, be deemed a termination for convenience. These remedies are in addition to all other rights and remedies available at law or in equity.

8.04 In no event shall Contractor be entitled to termination expenses, unabsorbed overhead, lost profits, damages for work not performed, or consequential damages, all claims for which Contractor waives.

8.05 Contractor shall return all District-issued software and equipment within ten (10) days of termination of the Agreement.

8.06 Upon expiration or earlier termination of this Agreement, or at such earlier time or times as the District requests, Contractor shall return all documents, records, and files, in any media of whatever kind and description, relating to the District's business, present or otherwise, including without limitation any documents or other materials created by Contractor on behalf of the District, and any copies, in whole or in part thereof (collectively the "Documents"), whether or not prepared by the Contractor, and all other property of the District then in Contractor's possession or control. Notwithstanding the foregoing, if the Documents are on electronic media (e.g., a hard drive), Contractor, in lieu of surrender of the Documents, may provide a copy to the District on electronic media or by secure electronic file transfer and delete and overwrite all other electronic media copies thereof.

8.07 Contractor shall be paid for satisfactorily rendered Services through the date of termination. If the District has paid the Contractor for goods or services not yet provided as of the date of termination, the Contractor shall immediately refund such payment(s).

8.08 The District's obligations under this Agreement are contingent upon the availability of funds appropriated by the Board of School Directors or received from federal, state, or grant sources. If such funds are not appropriated, are reduced, or are otherwise unavailable, the District may terminate or reduce the scope of this Agreement upon written notice to Contractor without penalty or further liability, other than payment for Services satisfactorily rendered through the effective date of termination or reduction.

ARTICLE 9 INDEPENDENT CONTRACTOR/NO JOINT EMPLOYMENT

9.01 It is hereby understood and agreed that Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that Contractor, in such capacity, is not an agent, servant, partner, or employee of the District. Contractor shall be solely responsible to pay Contractor's own federal, state, and local income taxes, and any and all other payments incurred by Contractor in the performance of this Agreement. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Contractor for the Services provided by Contractor pursuant to this Agreement. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

9.02 Contractor understands and agrees that it alone is the employer of any of its employees or agents assigned to provide Services to the District.

9.03 Contractor alone shall maintain employment records for its employees and agents performing Services pursuant to this Agreement and is solely responsible for tracking hours worked, paying overtime, paying minimum wages, providing all required meal and rest breaks, and ensuring compliance with all applicable local, state, and federal labor and employment laws.

9.04 Contractor alone shall determine schedules, rates of pay, method of payment, fringe benefits, and all other conditions of employment for its employees and agents performing Services pursuant to this Agreement.

9.05 Contractor alone shall have the right to hire or fire its employees or agents providing services to the District pursuant to this Agreement. The District may request the removal of any individual supplied by Contractor but has no control over the reassignment of such individual to Contractor's other contracts.

9.06 In the event that Contractor enters into a settlement agreement with an employee or agent related to or arising out of Contractor's provision of the Services or this Agreement, Contractor shall require as a condition of the settlement agreement that such individual(s) provide a release of claims in favor of the District coextensive with the release of claims provided to Contractor.

ARTICLE 10

CONFIDENTIALITY/SECURITY

10.01 Contractor will follow privacy and confidentiality guidelines consistent with pertinent industry standards. Furthermore, Contractor shall protect the confidentiality of all District education records and employee records in accordance with the Family Educational Rights and Privacy Act ("FERPA") and any other applicable federal and state law. Contractor shall treat all recorded video, system configurations, and access credentials as confidential District information, and acknowledges that recorded video may contain images of students that constitute education records under FERPA. Contractor must maintain records related to the Services in accordance with all applicable laws.

10.02 Under this Agreement, it is the expectation of District that Contractor shall be privy to confidential educational records. Because of strict confidentiality provisions under FERPA, District shall issue to Contractor applicable hardware and software District deems necessary to complete work under this Agreement so as to adhere to federal and state privacy laws. In the event District issues any hardware, such as a District-issued computer, or provides Contractor access to District's email or computer system, Contractor shall be obligated to adhere to any acceptable use policies and regulations in place in District for such use. Contractor's expectation of privacy for such use shall be dictated by any acceptable use policies and regulations in place.

10.03 Depending on the nature of the Services, Contractor may be asked to execute a vendor data use agreement in the form attached hereto as Exhibit C.

10.04 Contractor, its agents, servants, and employees agree to comply with all of the necessary security requirements and other typical requirements governing the operation of District's buildings as established by District from time to time.

10.05 All reports, materials, presentations, evaluations, and other work product created by Contractor for the District under this Agreement ("Work Product") shall be the sole property of the District, and Contractor hereby assigns to the District all right, title, and interest, including all intellectual property rights, in such Work Product. To the extent Contractor incorporates any pre-existing materials into the Work Product, Contractor grants the District a perpetual, royalty-free, non-exclusive license to use, copy, and distribute such materials for the District's educational and operational purposes.

**ARTICLE 11
MISCELLANEOUS**

11.01 All notices required to be provided shall be addressed as follows:

To the District:

Wallingford-Swarthmore School District
Attn: Superintendent
200 Providence Road
Wallingford, PA 19086

With a copy to:

McNees Wallace & Nurick LLC
Attn: Beth Shore, Esq.
401 Plymouth Road
Suite 620
Plymouth Meeting, PA 19462

To Contractor:

With a copy to:

11.02 This Agreement may not be assigned, and Contractor shall not subcontract any of the Services, without the prior written permission of the District. Any permitted subcontractor shall be bound by the clearance, confidentiality, and insurance requirements of this Agreement.

11.03 This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the Services provided by Contractor to the District.

11.04 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply. The District reserves all rights and privileges available to it under the doctrine of nullum tempus occurrit regi.

11.05 Sole and exclusive jurisdiction for any claim or suit arising from or under this Agreement shall be in the Court of Common Pleas of Delaware County, Pennsylvania, and in no other forum. Both Parties irrevocably waive any objection to personal jurisdiction in such venue. In the event that Contractor or any subcontractor files suit in any other forum, Contractor shall be responsible for paying the reasonable attorneys' fees and costs incurred by the District to have the matter dismissed from the improper forum or transferred to the Court of Common Pleas of Delaware County.

11.06 Contractor shall provide written notice to the District of all claims for extra work, damages for delay, and any other claims for increase in price and/or time (a "Claim") within five (5) days of the later of the time Contractor should have become aware of the condition or the occurrence of the event giving rise to the Claim, and shall submit supporting documentation within thirty (30) days of such notice or such shorter period as the District may require. Any Claim not made in accordance with this Section is waived. Claims shall not be subject to arbitration, except compulsory arbitration under the applicable rules of civil procedure. Pending resolution of any

Claim, Contractor shall proceed diligently with performance, including any changes directed by the District.

11.07 In the event that the Contractor does not prevail on all of its claims in any action or lawsuit filed that arises out of or relates to this Agreement, the Contractor shall pay the District's reasonable attorneys' fees and costs.

11.08 This Agreement may not be modified, altered, or changed except upon express, written consent of both Parties wherein specific reference is made to this Agreement.

11.09 Nothing in this Agreement shall be construed as the District waiving any protection provided under the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541 et seq. The provisions of this Section shall survive the termination or expiration of this Agreement with respect to any claims or liability accruing prior to such termination or expiration.

11.10 Contractor shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Contractor's obligations under applicable laws. The failure to specifically reference or include said matters in the Agreement does not excuse Contractor from compliance with same.

11.11 Without limiting the foregoing, Contractor shall comply with the Public School Code of 1949, 24 P.S. § 1-101 et seq.; the Public Works Employment Verification Act; the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq., and the Trade Practices Act, 71 P.S. § 773.101 et seq., with respect to any steel, aluminum, or cast iron product used in connection with the Services; and the Pennsylvania Worker and Community Right-to-Know Act, 35 P.S. § 7301 et seq., including furnishing safety data sheets for any products containing hazardous substances. Contractor shall furnish all information and reports required by law and permit access to its books, records, and accounts by the District and, where required by law, any government agency, to ascertain compliance.

11.12 Contractor, at its sole cost, shall secure and maintain all permits, licenses, and certifications required by federal, state, and local law for performance of the Services. Contractor shall comply with all applicable environmental laws, shall not use, generate, handle, store, or dispose of hazardous substances on District property in violation of law, and shall promptly report any environmental violation or release affecting District property to the District and the appropriate governmental authority. A material violation of this requirement constitutes grounds for termination.

11.13 Contractor shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951 et seq., which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Contractor's attention is directed to the language of the Commonwealth Contractor Integrity and Nondiscrimination provisions as set forth in 16 Pa. Code § 49.101. In the hiring of employees for the performance of the Services, neither Contractor, any subcontractor, nor any person acting on their behalf shall discriminate against or intimidate any citizen of this

Commonwealth who is qualified and available to perform the work by reason of race, creed, color, or gender. A violation of this requirement may result in termination of this Agreement and forfeiture of amounts otherwise due.

11.14 Upon reasonable request, Contractor shall provide documents related to the Services and this Agreement to the District for auditing purposes. Contractor shall keep records, books, accounts, and other documents sufficient to evidence completion of all milestones on which any payment application is based and all amounts on which any Claim is based, and shall preserve such records for three (3) years from final completion, or such longer period as required by law.

11.15 In the event that the District receives a request for records pursuant to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq., and such records relate to this Agreement or the Services and are in Contractor's possession, Contractor shall produce such documents within ten (10) business days.

11.16 Contractor's agents, representatives, and employees shall not smoke within the limits of the District's property boundaries. Contractor's agents, representatives, and employees shall not possess or consume alcoholic beverages when within the limits of the District's property boundaries.

11.17 Contractor's agents, representatives, and employees shall not possess firearms within the limits of the District's property boundaries, regardless of whether such individual has a permit to carry one.

11.18 This Agreement may be executed in multiple counterparts and each counterpart shall be an original, and all counterparts, together, shall constitute this Agreement. For purposes of the foregoing, facsimile, PDF, and electronic signatures shall have the same force and effect as original signatures.

11.19 Contractor's agents, representatives, and employees shall observe all applicable, publicly available District Board policies.

11.20 If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.

11.21 Failure of either Party to exercise, or delay in exercising, any right under this Agreement shall not operate as a waiver. Exercising any right does not preclude the Party from exercising any other right.

11.22 In the event of any conflict or inconsistency between this Agreement and any exhibit, appendix, or attachment hereto, the terms of this Agreement shall take precedence and control over any conflicting or inconsistent terms, notwithstanding any language in any exhibit, appendix, or attachment purporting to supersede or take precedence over this Agreement.

11.23 Contractor represents and warrants that neither Contractor nor any of its principals or individuals performing Services is currently suspended, debarred, or otherwise excluded from contracting with any federal, state, or local governmental entity, or listed on the government-wide exclusions in the System for Award Management (SAM) under 2 C.F.R. Part 180, and that

Contractor shall notify the District immediately if any such listing, suspension, debarment, or exclusion occurs during the Term.

11.24 To the extent this Agreement is funded in whole or in part with federal funds: (a) if the contract amount exceeds \$100,000, Contractor shall file the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352; (b) Contractor shall state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, age, national origin, disability, or unfavorable discharge from military service; (c) Contractor shall comply with 2 C.F.R. § 200.321 regarding contracting with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms; and (d) to the extent applicable, Contractor shall demonstrate a preference for U.S.-made products in accordance with 2 C.F.R. § 200.322.

11.25 Each of the undersigned has the right and authority to execute this Agreement.

IN WITNESS WHEREOF, Contractor and the District cause this Agreement to be signed, sealed, and delivered as of the day and year first above written.

[CONTRACTOR]

Wallingford-Swarthmore School District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT B

INSURANCE

Before the contract is awarded, and unless otherwise approved by the School District's representative in writing, the Contractor shall, at its sole cost and expense, procure and maintain the greater of (a) its current policies or (b) the following minimum types and limits of insurance, on forms reasonably acceptable to the School District. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the School District, having an A.M. Best Rating of A-VII VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the School District.

1. General Liability:

Commercial General Liability, written on an occurrence basis, including contractual liability, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Bodily Injury and Property Damage

including Products and Completed Operations

Each Occurrence	\$1,000,000
Personal and Advertising Injury – Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000

Any deductible under this coverage shall be no more than \$10,000 without School District approval, and shall be the sole responsibility of the Contractor.

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
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3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USLUSL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Hazardous work may require higher limits, as requested by the School District.

5. Professional Liability/Errors & Omissions Insurance

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$1,000,000
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Annual Aggregate

\$1,000,000

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for three (3) years following completion of the insured's services. In the alternative, the Professional Liability policy shall be renewed for not less than three years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

Any deductible under this coverage shall be no more than \$10,000 without School District approval, and shall be the sole responsibility of the Contractor.

6. Commercial Crime:

Contractor agrees to secure and maintain blanket Commercial Crime coverage with an endorsement for third party coverage in favor of Wallingford-Swarthmore School District in the amount of \$1,500,000. Policy must cover dishonest acts including loss due to theft of client money, securities and property, forgery and alteration of documents and fraudulent transfer of money, securities and property. A full copy of the policy and endorsement are to be furnished to the School District, and Wallingford-Swarthmore School District shall be named as loss payee under the policy and endorsement.

7. Cyber Liability

Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, disclosure of confidential information, failure of security, privacy liability, security events, network interruption, and breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000 each claim and annual aggregate. Such insurance shall be maintained in force at all times during the Term of the Agreement and for a period of two years thereafter for services completed during the Term of the Agreement.

8. Sexual Abuse and Molestation (if applicable)

For Contractors whose personnel will have direct contact with students, Contractor shall maintain Sexual Abuse and Molestation coverage, either by endorsement to the Commercial General Liability policy or by separate policy, with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

General Insurance Provisions

All policies required hereunder other than Workers' Compensation and Professional Liability shall name Wallingford-Swarthmore School District, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the acts or negligence of the Contractor or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Wallingford-Swarthmore School District, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the School District.

Each policy shall provide that the insurer will give the School District sixty (60) days prior written notice of cancellation, non-renewal, or material change in coverage. Contractor shall immediately forward any notice it receives to **Wallingford-Swarthmore School District**.

Contractor shall furnish to School District certificates of insurance at least seven (7) working days prior to execution of the Agreement, prior to the start of work, and at any time thereafter upon the School District's written request, evidencing that the above requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, any deductible(s), class of operations covered, and effective and expiration dates of coverage.

Certificates shall specifically confirm the terms of coverage required herein, including additional insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the certificate. A renewal certificate must be provided to School District prior to the expiration date thereof.

Self-Insurance

If Contractor maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Contractor's most recent audited financial statement, must be provided to School District for review and approval, such approval not to be unreasonably withheld.

If School District grants such approval, Contractor understands and agrees that Wallingford-Swarthmore School District, and its officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

The insurance requirements are not intended and shall not be construed to modify, limit, or reduce Contractor's indemnification obligations or to limit Contractor's liability to the limits of the policies required hereunder.

EXHIBIT C

Data Use Agreement

This **Data Use Agreement** (“Agreement”) is by and between Wallingford-Swarthmore School District (“District”), and _____ (“Entity”) (each, a “Party” and collectively the “Parties”), and is entered into as of the date of the last signature below (the “Effective Date”).

This Agreement consists of this Agreement and the following attachments that are incorporated in this Agreement by this reference:

1. Attachment 1: District Data Sharing Request
2. Attachment 2: Vendor Data Use Request
3. Attachment 3: Approved Subcontractors

Objective: The purpose of this Agreement is to outline the Parties’ collective and individual responsibilities related to the District’s Data and to comply with Data Privacy Laws and other applicable laws and regulations. This Agreement will ensure that a secure method of data and student records use is provided between District and Entity, while enhancing the ability of the District through this Agreement with Entity to improve academic achievement for District students.

Definitions:

1. **Data:** Data may include, but is not limited to, the following: Educational Records, FERPA PII, metadata, any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability and any and all data and information that the District (or any authorized end user(s)) provides or uploads to meet the information needs of the Entity under the Agreement.
2. **Data Privacy Laws:** “Data Privacy Laws” means any and all national, state, regional and/or local laws, rules, regulations, security requirements and regulatory guidance applicable to the protection or processing of Data, including without limitation, (1) the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), (2) Pennsylvania’s data breach notification law (73 Pa. Stat. § 2301 et seq.), (3) the Children’s Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501–6506; and (4) any other applicable data privacy law that comes into effect during the Term of this Agreement.
3. **Data Security Incident:** An actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, PII transmitted, stored or otherwise processed.
4. **De-Identified Information:** means information created using Data that cannot reasonably be used to infer information about or otherwise be linked to a natural person, directly or indirectly.
5. **Destroy:** means (1) shredding; (2) permanently erasing and deleting; (3) degaussing;

or (4) otherwise modifying Data in paper, electronic, or other means so as to make it unreadable, unreconstructible, and indecipherable.

6. **Educational Records:** means “Education records,” as defined under 34 C.F.R. § 99.3.
7. **FERPA PII:** means “Personally Identifiable Information,” as defined under 34 C.F.R. § 99.3. FERPA PII does not include de-identified data derived from Educational Records.
8. **Terms of Service:** means Entity’s Terms of Service dated _____, available at _____.
9. **Personally Identifiable Information (PII):** means any data or information that: (a) is linked or reasonably linkable to an identified or identifiable natural person; or (b) is otherwise “personal data,” “personal information,” “personally identifiable information” or similarly defined data or information under Data Privacy Laws.
10. **Privacy Policy:** means Entity’s Privacy Policy accessible on _____, available _____.
11. **Subcontractor:** For the purposes of this Agreement, the term “Subcontractor” means a party other than the District or the Entity, who the Entity contracts with to provide services as part of its Agreement and may have access to Data.
12. **Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Entity’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

OBLIGATIONS OF ENTITY:

1. **Right to Use Data:** Entity shall only use Data for the purposes outlined in Attachment 1 and this Agreement, unless permitted under Data Privacy Laws. Entity is prohibited from: (1) selling or sharing (as such terms are defined under Data Privacy Laws) Data received from or on behalf of District, including, without limitation, sharing Data with third parties via cookies or other online tracking technologies; (2) retaining, using, or disclosing Data for any commercial purpose other than the purposes outlined in Attachment 1 and this Agreement; or (3) retaining, using, or disclosing Data outside of the direct business relationship between District and Entity, unless permitted under Data Privacy Laws. The use shall be compliant with Data Privacy Laws. The Parties agree that Entity meets the requirements contained in 34 CFR § 99.31(a) and qualifies as a school official pursuant to FERPA. Entity shall only request or collect the minimum amount of Data needed to complete the services requested. This Agreement and its terms and conditions take precedent and priority over any conflict in language with any other agreement between the Parties. For the avoidance of doubt, the Terms of Service do not apply to District, Data, or this Agreement. This Agreement fully replaces the Terms of Service. Entity abides and shall, throughout the Term of this Agreement abide by the terms of the Privacy Policy.
2. **Ownership and License of the Data:** All Data transmitted to the Entity pursuant to the Agreement is and will continue to be the property of and under the control of the District.

Entity further acknowledges and agrees that all copies of such Data transmitted to the Entity, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights, title and interest in and to Data contemplated per the Agreement shall remain the exclusive property of the District. Entity acknowledges and agrees that the District grants to the Entity a limited, revocable, nonexclusive right and license to use any such Data, solely for the Entity's use in carrying out the services set forth in this Agreement and solely in conformity with Data Privacy Laws, and other applicable laws or regulations.

3. **Destruction of Data:** Upon termination or expiration of this Agreement, Entity shall without undue delay Destroy all Data received in connection with this Agreement and shall certify, in writing, that it Destroyed such Data within thirty (30) days of the termination or expiration of this Agreement.
4. **Production of Records:** By not later than seven (7) days from the date of a written request by the District, which may be done by email, the Entity shall provide to the District all Educational Records pertaining to any student in the District as requested to the District.
5. **Accountability; Audit:** Entity shall grant District the right to take reasonable and appropriate steps to: (1) ensure that District uses Data in a manner consistent with its obligations under this Agreement and Data Privacy Laws; and (2) stop and remediate Entity's unauthorized use of the Data. At least once in any twelve (12) month period and upon written request from the District, the Entity shall make available to the District all information necessary to demonstrate compliance with its obligations under this Agreement and Data Privacy Laws and compliance by its Subcontractors, and allow for and contribute to audits, including inspections, conducted by the District or another auditor mandated by the District. To request an audit or inspection, District shall notify Entity at least one (1) week in advance of the proposed audit or inspection date and District and Entity will mutually agree upon the scope and timing of the audit or inspection. Entity shall maintain documentation of all such information for a period of four (4) years after the expiration or termination of the Agreement or for such longer period as otherwise may be required by applicable Data Privacy Laws, whichever occurs latest.
6. **Report of Non-Compliance:** The Entity shall, by not later than two (2) business days from receipt, notify the District of all communications it receives from any third party relating to the Data, which suggest non-compliance by the District, the Entity, or any other person with applicable Data Privacy Laws, including communications from students, parents of students, and regulatory bodies, and shall not take any action or enter into any communication with such third party unless expressly authorized to do so by the District.
7. **Permitted Subcontractors:**
 - 7.1 Entity shall notify District sixty (60) days before Entity plans to engage any Subcontractor related to the processing of Data. District shall have thirty (30) days to object to Entity engaging such Subcontractor. Only after District's right

to object to Entity engaging the Subcontractor has expired, the Entity shall have authorization, subject to the requirements in this Section 7, to engage such Subcontractor, or subcontract any of its obligations under or in connection with the Agreement to such Subcontractor, in each case without the prior specific written authorization of the District.

- 7.2 Entity shall enter, with any Subcontractor engaged in accordance with Section 7.1 above, into a Subcontractor agreement in which the Subcontractor agrees in writing to maintain and implement privacy and security controls that are as least as stringent as those set out in this Agreement as between the District and the Entity, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a way that the processing will meet the requirements of applicable Data Privacy Laws. Entity shall remain fully liable to the District for the performance of each of Entity's Subcontractor's obligations under the Agreement. The Entity shall promptly provide to the District a copy of each Subcontractor agreement entered into with approved subcontractors pursuant to this Section.

8. Data Sharing Requirements:

- 8.1 Entity may use Data only for the purposes for which the disclosure was made. Entity acknowledges and agrees that FERPA limits the transfer and re-transfer of Educational Records and FERPA PII. Other than disclosing Data to a Subcontractor pursuant to Section 7 above, Entity shall not release, re-disclose or otherwise reveal, directly or indirectly, Data to any individual, agency, entity, or third party unless specifically authorized by the District in writing.
- 8.2 If Entity has access to, has custody of, or creates legally protected confidential Data on behalf of District while providing goods or services to District, Entity shall not disclose, and shall use its best efforts not to allow to be disclosed, such Data except as directed by District and/or in accordance with the provisions of the law protecting the Data, including, without limitation, Data Privacy Laws. Examples of such Data include, but are not limited to, all employment related records required by law, employee personal health or insurance Data, attorney-client privileged Data, trade secrets, procurement related Data, land acquisition Data, and any record the district is permitted to exempt from disclosure pursuant to the Pennsylvania Right-to-Know Law or similar provisions of other State or Federal laws.
- 8.3 Entity shall not disclose "directory information", as that term is defined under FERPA, concerning any student unless the disclosure is required by the District in Attachment 1: District Data Sharing Request.
- 8.4 If by court order, legal requirement or regulatory authority Entity is forced to disclose Data, Entity will (to the extent legally permitted) give the District notice of the order within not later than one (1) day of receipt of the order and will provide, at the District's request and cost, reasonable assistance to contest the disclosure. If such contest or protective actions or other remedy is not obtained,

Entity agrees that it will disclose only that portion of the Data which it is advised by legal counsel is legally required to be disclosed, and Entity will reasonably cooperate with District's efforts to obtain reliable assurance that confidential treatment will be accorded such Data and Entity shall immediately provide District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or Data, if allowed by law or judicial and/or administrative order.

- 8.5 Any Educational Records or documents containing FERPA PII, if mailed, must be sent out of the district by certified mail. All emails containing Data must be encrypted in accordance with the encryption standards set forth in Attachment 1.
- 8.6 Any Data disclosed to a third party must be Destroyed upon the earlier of: (1) the date the Data is no longer needed for its permitted use, or (2) termination or expiration of this Agreement. Without undue delay, Entity must certify the Destruction of any Data disclosed.
- 8.7 If Entity creates or receives De-Identified Information, then Entity shall: (1) take reasonable measures to ensure the information cannot be associated with an identified or identifiable natural person; (2) publicly commit to process the De-Identified Information solely in deidentified form and not attempt to reidentify the De-Identified Information; and (3) contractually obligate any recipients of the De-Identified Information to comply with the foregoing requirements and Data Privacy Laws.

9. Data Security Incident

- 9.1 Entity shall, to the extent permitted by law, notify the District without undue delay and, where feasible, within twenty-four (24) hours after Entity becomes aware of a Data Security Incident affecting Data, provide the District with sufficient information and documentation to allow the District to meet any obligations to report or inform individual(s) and/or regulators of the Data Security Incident under Data Privacy Laws. The notification, at a minimum, shall include: (1) the types of PII that were or are reasonably believed to be the subject of the Data Security Incident; (2) the date or estimated date of the Data Security Incident; (3) a general description of the Data Security Incident; and (4) the steps Entity has taken to remediate the Data Security Incident. Entity will continuously supplement the information provided to the District as additional information becomes available to it regarding the Data Security Incident.
- 9.2 Entity shall review the applicable technical and organizational measures and make appropriate changes to remediate such Data Security Incident and prevent it from occurring in the future to the District's satisfaction. If it is determined that the Data Security Incident resulted, directly or indirectly from the negligence, errors, omissions, or willful misconduct of Entity, Entity shall bear all related costs and expenses including without limitation: notification of the affected persons, identity theft prevention and mitigation services, and regulatory costs. If the unauthorized disclosure is the result of the acts or omissions of the District, or its personnel, Entity will work with the District to

remedy the breach and notify affected parties, but all costs of notification of the breach will be borne by the District.

- 9.3 Entity agrees that it shall not inform any third party of a Data Security Incident without first obtaining the District's prior written consent (other than notifying Entity's legal counsel). Further, Entity agrees that the District shall have the sole right to determine: (1) whether notice of the Data Security Incident is to be provided to any individuals, regulators, law enforcement agencies, or others as required by law or regulation; and (2) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation.

10. **Data Security:**

- 10.1 **Adequate Security:** Entity shall implement the highest degree of competence and diligence exercised to mitigate the possibility of unauthorized disclosure or acquisition of Data by an unauthorized person. Entity represents and warrants that it has implemented and maintains appropriate technical and organizational measures to ensure a level of security commensurate to the risk to Data. Such measures include taking appropriate administrative, physical, organizational, and technical safeguards to ensure that (a) the use of the Data is secure and is only for authorized purposes and that (b) Data is protected against unauthorized or accidental access, disclosure, destruction, loss, processing, damage, or alteration. Entity shall provide at least the same level of privacy protection as required by Data Privacy Laws.

Without derogating from the above, Entity shall comply with the following obligations:

- 10.2 **Limited Access:** Entity will allow only authorized employees and representatives access to Data. Entity shall be solely responsible for ensuring that these individuals are not security risks, and upon District request, Entity will provide any Data reasonably necessary for District to evaluate security issues.
- 10.3 **Passwords and Access.** Entity shall employ usernames, passwords, and other means of restricting access to the District Data. Passwords shall be reset every ninety (90) days. Entity shall only provide access to Data to employees or Subcontractors who are performing the services and to IT administrators as required. Administrators will not access Data but will have access to the storage areas to provide monitoring and management. Entity shall immediately revoke access to Data for any user no longer requiring access to Data and shall immediately terminate service accounts upon completion of the work completed by such service provider.
- 10.4 **Multi-Factor Authentication (MFA).** Both parties agree to use MFA on any applications used in the transfer or transmission of any Data.
- 10.5 **Cloud-Based File Storage.** Entity shall maintain all Data obtained or generated pursuant to the Agreement in a secure, cloud-based environment. Entity shall only use United-States based providers whose dedicated cloud-based environment: (1) encrypts data at rest; and (2) meets the encryption standards set

forth in Attachment 1.

- 10.6 **Data Encryption.** In accordance with the encryption standards set forth in Attachment 1, Entity will encrypt all Data that resides on the Entity's systems, servers, backups, or other information systems, including Data that resides on the systems and servers of any third-party with which the Entity has subcontracted to store electronic Data.
- 10.7 **E-mail communication.** All emails between Entity and the District shall utilize Transport Layer Security (TLS) if transmitting PII.
- 10.8 **Vulnerability and Patch Management.** All Entity devices are and shall throughout the term of this Agreement be configured for automatic patching and application security patches are installed without unreasonable delay. Entity conducts and shall throughout the term of this Agreement conduct regular testing and monitoring of the effectiveness of safeguards, controls, systems, including penetration testing.
- 10.9 **Personnel.** Entity shall ensure that its personnel with access to Data are informed of the confidential nature of PII and have executed written contracts to maintain the confidentiality of PII. Entity shall ensure that Entity personnel with access to Data receive adequate training on compliance with this Agreement and the Data Privacy Laws applicable to the Data and the Agreement.
- 10.10 **Security Contact.** Entity's security contact _____ ("Security Contact") at Entity. The District may direct data security concerns or questions to the Security Contact.

11. **Limitation of Liability:**

IN NO EVENT WILL DISTRICT BE LIABLE TO ENTITY FOR ANY DAMAGES OR FEES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TERMINATION THEREOF, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS DISTRICT'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

12. **Term, Termination and Survival:**

- 12.1 **Term:** This Agreement will remain in effect for the term of the Independent Contractor Agreement to which it is attached, including any renewals, and thereafter for so long as Entity retains any Data. Entity may not terminate this

Agreement while it continues to provide services to the District or retains any Data. District may terminate this Agreement for convenience by providing not less than thirty (30) days written notice, and may terminate this Agreement immediately upon Entity's breach of this Agreement.

- 12.2 **Breaches:** Entity agrees that any breach of the confidentiality, data privacy and/or information security obligations set forth in this Agreement may, at District's discretion, result in cancellation of further consideration for contract award and the eligibility for Entity to receive any Data from District for a period of not less than five (5) years.

13. **Miscellaneous Provisions:**

- 13.1 **Severability.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 13.2 **Amendments.** Modifications to this Agreement must be in writing and be signed by each party.
- 13.3 **Waiver.** The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 13.4 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 13.5 **Liability Insurance.** Entity shall maintain a commercially reasonable amount of insurance coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from the Services. Entity shall maintain at least the following minimum insurance limits of liability: (1) per claim: \$1,000,000 and aggregate: \$1,000,000; (2) Privacy Breach Notification and Credit Monitoring: \$5,000,000 per occurrence.
- 13.6 **No Third-Party Beneficiaries.** The Parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the Parties. The Parties further intend this Agreement does not allow any claim or right of action to anyone other than the Parties.
- 13.7 **Notice.** Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally-recognized overnight delivery service, or mailed, postage prepaid, registered or certified mail, addressed using the notice information set forth in the Independent Contractor Agreement to which this Agreement is attached.

- 13.8 **Force Majeure.** Neither party will be liable for any failure to perform its obligations in connection with this Agreement if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any reasonable mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Data or documents.
- 13.9 **Indemnification.** Entity agrees to the fullest extent permitted by law to hold harmless, defend, and indemnify District, its agents, employees and trustees from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expense of litigation, judgments, liens and encumbrances, asserted by reason of a third Party claim caused by the Entity's negligence or intentional misconduct in its performance of this Agreement. Entity agrees that it will be responsible for the negligent acts and omissions of its officers, agents, employees, and representatives with respect to its obligations under this Agreement.
- 13.10 **Governing Law:** The terms of this Agreement shall be interpreted according to and enforced under the laws of the Commonwealth of Pennsylvania. The parties agree that any judicial proceeding filed by the parties regarding this Agreement will take place in the Court of Common Pleas, Delaware County, Pennsylvania.
- 13.11 **Entire Agreement:** This Agreement, including its Attachments and the Independent Contractor Agreement to which it is attached, constitutes the entire agreement between the parties concerning the matters provided herein, and supersedes all prior oral or written agreements, commitments, or understandings concerning such matters, including the Terms of Service.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound has duly executed this Agreement by their respective duly authorized representatives effective as of the Effective Date.

[CONTRACTOR]

Wallingford-Swarthmore School District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

DISTRICT DATA SHARING REQUEST

All District requests for Data sharing must be accompanied by this completed Data Requirements Document. This document should be completed by the District person or group requesting the Data be shared.

A. Requester Information

Name:
Department/School:
Manager's Name:
Director's Name:
Principal's Name:
Phone Number:
Email Address:

B. Information Owner Information:

Name:
Department:
Manager's Name:
Director's Name:
Phone Number:
Email Address:

C. Entity Technical Contact Information

Name:
Department:
Manager's Name:
Director's Name:
Phone Number:
Email Address:

D. Back-up Point of Contact:

Name:
Department:
Manager's Name:
Director's Name:
Phone Number:

Email Address:

- E. Justification of Data sharing. What is the desired result of sharing this Data?
- F. What are the privacy and legal requirements for this Data?
- G. What type of Data is to be shared? Be specific:
- H. What is the original source of this Data (SASI, SQL, etc.)? Give database and server names. Contact ETS Data Security for details.
- I. What District department or school is the owner of the Data?
- J. In what format will the Data be given to the vendor?
- K. What method will be used to deliver the Data to the vendor? Include any security controls* in the delivery or transmission of the Data.

**When dealing with student information and records which include unique identifying number, social security numbers, student addresses and/or names, the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) requires action be taken to protect that Data.*

1. District FERPA compliant security controls state:

When transferring Data, the data will be encrypted, and password protected. The minimum requirements are as follows: AES, 256-bit, strong password (min 12 characters, no dictionary word. Needs to be a mixture of upper/lower case, numbers, special characters). The Password will **not** be communicated in email.

VENDOR DATA USE REQUEST

This document must be completed by the vendor representative requesting the use of Data.

A. Vendor Contact Data

Company Name:

Address:

Contact:

Phone Number:

Email Address:

B. Vendor Technical Point of Contact:

Name:

Title:

Address:

Phone Number:

Email Address:

C. Authorized Representative - Data Termination Confirmation Contact

Name:

Title:

Address:

Phone Number:

Email Address:

ATTACHMENT 3

APPROVED SUBCONTRACTORS

UNOFFICIAL
AGREEMENT

UNOFFICIAL
AGREEMENT

APPENDIX E

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges receipt of the following addenda issued by the District:

Addendum Number Date Received

_____	_____
_____	_____
_____	_____
_____	_____

Failure to acknowledge all addenda may result in the Bid being deemed non-responsive.

APPENDIX F

BIDDER QUALIFICATIONS AND REFERENCES

Provide details for at least three (3) comparable projects completed within the last five (5) years.

Project 1

Owner/Client: _____

Project Name and Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

Project 2

Owner/Client: _____

Project Name and Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

Project 3

Owner/Client: _____

Project Name and Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

APPENDIX G

INSURANCE AND WORKERS' COMPENSATION COMPLIANCE

Attach certificates and related documents demonstrating compliance with Part IV of this ITB:

Certificate of Insurance (COI) Requirements

Commercial General Liability

- ☐ Each Occurrence: **\$1,000,000**
- ☐ General Aggregate: **\$2,000,000**
- ☐ Products/Completed Operations Aggregate: **\$2,000,000**
- ☐ Deductible $\leq$ **\$10,000** or District-approved

Automobile Liability

- ☐ Combined Single Limit: **\$1,000,000**
- ☐ Owned Autos Covered
- ☐ Hired Autos Covered
- ☐ Non-Owned Autos Covered

Workers' Compensation & Employers Liability

- ☐ Statutory Workers' Compensation Coverage
- ☐ Employers Liability - Each Employee: **\$500,000**
- ☐ Employers Liability - Each Accident: **\$500,000**
- ☐ Disease - Each Employee: **\$500,000**

Umbrella Liability

- ☐ Each Occurrence: **\$1,000,000**
- ☐ Aggregate: **\$1,000,000**

Professional Liability / Errors & Omissions

- ☐ Each Claim: **\$1,000,000**
- ☐ Annual Aggregate: **\$1,000,000**

Commercial Crime

- ☐ Coverage Limit: **\$1,500,000**
- ☐ District Named as Loss Payee

Cyber Liability

- ☐ Coverage Limit: **\$1,000,000**

☐ **Certificate Holder**

Wallingford-Swarthmore School District
200 South Providence Road Wallingford,
PA 19086

☐ **Description of Operations to read:**

Wallingford Swarthmore School District, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor or its subcontractors, or anyone for whom they may be liable. A Waiver of Subrogation applies in favor of the Wallingford Swarthmore School District, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the School District.

APPENDIX H

PREVAILING WAGE DETERMINATION

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Security Video Management System Infrastructure Upgrade, Installation, and Migration Services ITB No. SVM_I_1126
General Description:	The project generally consists of furnishing Hanwha Blaze Network Video Recorders, Hanwha Vision cameras, associated hardware and software, installation, configuration, migration of existing surveillance infrastructure, low-voltage cabling and equipment connections as required, testing, training, project management, and related professional services.
Project Locality	neth
Awarding Agency:	Wallingford-Swarthmore School District
Contract Award Date:	12/21/2026
Serial Number:	26-09317
Project Classification:	Building
Determination Date:	10/22/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Delaware County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2026		\$64.51	\$50.26	\$114.77
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		\$41.34	\$19.23	\$60.57
Boilermakers	1/1/2026		\$58.00	\$36.57	\$94.57
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$55.83	\$30.39	\$86.22
Carpenter - Chief of Party (Surveying & Layout)	5/1/2027		\$58.03	\$30.74	\$88.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2028		\$60.29	\$31.09	\$91.38
Carpenter - Chief of Party (Surveying & Layout)	5/1/2029		\$62.63	\$31.44	\$94.07
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$48.55	\$30.39	\$78.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2027		\$50.46	\$30.74	\$81.20
Carpenter - Instrument Person (Surveying & Layout)	5/1/2028		\$52.43	\$31.09	\$83.52
Carpenter - Instrument Person (Surveying & Layout)	5/1/2029		\$54.46	\$31.44	\$85.90
Carpenter - Instrument Person (Surveying & Layout)	5/1/2030		\$56.55	\$31.79	\$88.34
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$24.28	\$21.99	\$46.27
Carpenter - Rodman (Surveying & Layout)	5/1/2027		\$25.23	\$22.34	\$47.57
Carpenter - Rodman (Surveying & Layout)	5/1/2028		\$26.22	\$22.69	\$48.91
Carpenter - Rodman (Surveying & Layout)	5/1/2029		\$27.23	\$23.04	\$50.27
Carpenter - Rodman (Surveying & Layout)	5/1/2030		\$28.28	\$23.39	\$51.67
Carpenters	5/1/2026		\$48.55	\$30.39	\$78.94
Carpenters	5/1/2027		\$50.46	\$30.74	\$81.20
Carpenters	5/1/2028		\$52.43	\$31.09	\$83.52
Carpenters	5/1/2029		\$54.46	\$31.44	\$85.90
Carpenters	5/1/2030		\$56.55	\$31.79	\$88.34
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2025		\$48.70	\$32.46	\$81.16
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2025		\$40.14	\$32.35	\$72.49
Electricians	6/2/2025		\$52.71	\$40.07	\$92.78
Electricians	6/1/2026		\$55.25	\$41.28	\$96.53
Electricians	5/31/2027		\$57.33	\$42.80	\$100.13
Electricians	5/29/2028		\$59.49	\$44.14	\$103.63
Electricians	5/28/2029		\$61.64	\$45.49	\$107.13
Elevator Constructor	1/1/2026		\$74.86	\$46.86	\$121.72
Floor Coverer	5/1/2025		\$51.67	\$31.69	\$83.36
Floor Coverer	5/1/2026		\$52.84	\$32.86	\$85.70
Glazier	5/1/2025		\$49.96	\$38.34	\$88.30
Glazier	5/1/2026		\$51.30	\$39.37	\$90.67
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Riggers)	7/1/2026		\$48.84	\$36.52	\$85.36

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Rodman/Reinforcing)	7/1/2025		\$47.80	\$36.65	\$84.45
Iron Workers (Rodman/Reinforcing)	7/1/2026		\$52.39	\$36.90	\$89.29
Laborers (Class 01 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Laborers (Class 02 - See notes)	5/1/2025		\$41.00	\$27.70	\$68.70
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Marble Setter	5/1/2026		\$51.50	\$33.80	\$85.30
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators (Building, Class 01A - See Notes)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators (Building, Class 02 - See Notes)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators (Building, Class 02A - See Notes)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators (Building, Class 03 - See Notes)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators (Building, Class 04 - See Notes)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators (Building, Class 05 - See Notes)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators (Building, Class 06 - See Notes)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators (Building, Class 07A- See Notes)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators (Building, Class 07B- See Notes)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 1 (see notes)	5/1/2025		\$44.38	\$34.55	\$78.93
Painters Class 1 (see notes)	5/1/2026		\$45.71	\$35.22	\$80.93
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 4 (see notes)	5/1/2025		\$46.47	\$34.55	\$81.02
Painters Class 4 (see notes)	5/1/2026		\$48.45	\$35.22	\$83.67
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2025		\$70.53	\$39.46	\$109.99
plumber	5/1/2026		\$73.73	\$40.36	\$114.09
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Pointers, Caulkers, Cleaners	5/1/2026		\$53.35	\$32.30	\$85.65

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2026		\$47.53	\$35.22	\$82.75
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	5/1/2025		\$62.62	\$52.17	\$114.79
Sheet Metal Workers	5/1/2026		\$65.06	\$54.48	\$119.54
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sign Makers and Hangars	7/15/2026		\$36.38	\$25.01	\$61.39
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Sprinklerfitters	5/1/2025		\$70.37	\$34.85	\$105.22
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41
Steamfitters	5/1/2025		\$72.52	\$44.89	\$117.41
Stone Masons	5/1/2025		\$50.00	\$32.80	\$82.80
Stone Masons	5/1/2026		\$51.50	\$33.80	\$85.30
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Finisher	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Grinder	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Terrazzo Mechanics	5/1/2026		\$53.36	\$32.61	\$85.97
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Setter	5/1/2026		\$53.36	\$32.61	\$85.97
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 1(see notes)	5/1/2026		\$38.57	\$23.87	\$62.44
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Truckdriver class 2 (see notes)	5/1/2026		\$38.67	\$23.87	\$62.54
Truckdriver class 3 (see notes)	5/1/2026		\$38.92	\$23.87	\$62.79
Window Film / Tint Installer	6/1/2025		\$27.42	\$15.13	\$42.55
Window Film / Tint Installer	6/1/2026		\$28.35	\$15.60	\$43.95

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$65.96	\$30.09	\$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$67.52	\$30.44	\$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$45.88	\$23.19	\$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$46.97	\$23.54	\$70.51
Carpenter	5/1/2026		\$58.71	\$30.44	\$89.15
Cement Masons	5/1/2025		\$46.55	\$32.66	\$79.21
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		\$61.88	\$45.47	\$107.35
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Electric Lineman	6/2/2025		\$65.10	\$34.45	\$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2025		\$40.20	\$27.80	\$68.00
Laborers (Class 01 - See notes)	5/1/2026		\$41.65	\$27.90	\$69.55
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 02 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 04 - See notes)	5/1/2026		\$36.45	\$27.90	\$64.35
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 05 - See notes)	5/1/2026		\$42.50	\$27.90	\$70.40
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 06 - See notes)	5/1/2026		\$42.55	\$27.90	\$70.45
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 07 - See notes)	5/1/2026		\$42.40	\$27.90	\$70.30
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 08 - See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 09 - See notes)	5/1/2026		\$42.00	\$27.90	\$69.90
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 10- See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 11 -See Notes)	5/1/2026		\$42.05	\$27.90	\$69.95
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 12 -See Notes)	5/1/2026		\$42.85	\$27.90	\$70.75
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 13 -See Notes)	5/1/2026		\$45.78	\$27.90	\$73.68
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 14 -See Notes)	5/1/2026		\$41.90	\$27.90	\$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2026		\$35.52	\$19.83	\$55.35
Laborers Utility (PGW ONLY)	5/1/2026		\$42.55	\$19.83	\$62.38
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
Landscape Laborer	5/1/2025		\$31.73	\$24.15	\$55.88
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 2 (see notes)	2/1/2025		\$50.85	\$33.91	\$84.76
Painters Class 2 (see notes)	2/1/2026		\$51.61	\$35.00	\$86.61

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-09317 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	2/1/2025		\$61.81	\$33.95	\$95.76
Painters Class 3 (see notes)	2/1/2026		\$62.57	\$35.04	\$97.61
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$68.89	\$44.73	\$113.62
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 1(see notes)	5/1/2026		\$38.42	\$23.87	\$62.29
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28
Truckdriver class 2 (see notes)	5/1/2026		\$38.52	\$23.87	\$62.39
Truckdriver class 3 (see notes)	5/1/2026		\$38.77	\$23.87	\$62.64