

OGC Contract Number ____/F22
Funding Source: Capital Fund

Oracle Contract Number

AGREEMENT FOR SERVICES

Project:

***Request For Quotation (RFQ) for
Professional Moving Services On A
As-Needed Basis
Throughout the District***

In consideration of the mutual promises set forth below, intending to be legally bound, **THE SCHOOL DISTRICT OF PHILADELPHIA**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the "School District"), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and _____, a _____ (corporation or partnership) (the "Contractor" or "_____"), located at _____, have executed and delivered this Agreement for Services (the "Contract") as of _____, 2021.

Background

The School District currently serves about 142,300 students enrolled in School District schools, which include pre-kindergarten, elementary, middle, high school and alternative schools. Various management structures are used to manage the education program in School District schools, including for-profit and non-profit organizations in addition to School District staff. The Board of Education ("Board") is the governing body of the School District pursuant to P.S. 24 P.S. §21-2102 and §3-301.

On May 21, 2021, the Board of Education ("Board") of the School District approved a six (6)-year amended Capital Improvement Program ("CIP") for FY21 through FY26 totaling over \$2.015 billion and a proposed 6-year Capital Improvement Program (CIP) for FY22 through FY27 totaling over \$2.01 billion. The CIP priorities include constructing new facilities and additions, renovation of existing facilities, maintaining the physical integrity of existing facilities and upgrading existing facilities to meet code requirements and educational programming needs, and replacing systems that have exceeded their lifecycle.

The School District's Office of Capital Programs ("OCP") is responsible for identifying and prioritizing capital work within the School District, including maintaining the physical integrity of existing facilities, constructing new buildings, and renovating existing facilities to accommodate the educational needs of the School District. The OCP shares responsibility for

the long term upkeep and replacement of critical building systems over 25.6 million square feet, including 494 buildings, annexes, administrative buildings and athletic fields, and other School District offices. The OCP works closely to coordinate its OCP work with staff from the Office of Facilities and Maintenance, Office of Environmental Management and Services, Office of Real Property Management, and Office of General Counsel.

The basis for the budget for the OCP is the sale of bonds, usually repayable with interest over 30 years. The Capital Budget is also the basis for the multi-year Capital Improvement Program (CIP). Projects are selected for inclusion in the CIP using building condition assessment reports, work orders and deferred maintenance data, field maintenance employee input and the priorities identified in the School District Superintendent's Strategic Action Plan.

The OCP seeks talented individuals with extensive knowledge of the design and construction industry to join its OCP team. In its Request for Quotation (RFQ) to Provide Professional Moving Services On An As-Needed Basis ("RFP"), the OCP requested proposals from qualified professional firms to provide the OCP with professional moving services to support the OCP management team, on an as-needed basis, for the Capital Improvement Program (CIP).

The professional firm's general role will be to provide the OCP with professional moving services as required by the OCP on an as-needed basis.

_____ responded to the RFQ with a Proposal.

1. *Incorporation of Background; General Rules of Construction.* The above Background is incorporated by reference into this Contract. All references to "days" in this Contract mean calendar days unless otherwise stated. The term "business day" means Monday through Friday, excluding holidays observed by the School District.

2. *The Engagement, the Work, the Standard Terms and Conditions.* Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the "Work") set forth in (a) the attached Exhibit "A-1" – the School District's Request for Quotation (RFQ) to Provide Professional Moving Services On An As-Needed Basis (hereinafter referred to as "RFQ for Professional Moving Services" or "RFQ"); and (b) the attached Exhibit "A-2" – the Contractor's Proposal submitted in response to the School District's RFQ (only parts of the Contractor's Proposal is attached hereto; however, the entire Contractor's Proposal is incorporated by reference into this Contract) (each of which includes any sub-exhibits, attachments or addenda incorporated therein); and Exhibit "B" – the Contractor's Fee Proposal (the "Fee Proposal"). The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 4 below). The terms and conditions of this Contract include the School District Standard Terms and Conditions (the "Standard Terms and Conditions") attached hereto as Exhibit "C".

a. *Assignment of Specific Work.* The School District's Office of Capital Programs will use professional moving companies to provide professional moving services to

support its management team, on an as-needed basis, for the Capital Improvement Program. The School District's Office of Capital Programs will issue specific Work assignments under this Contract when the need for professional moving services arises on a particular School District project. Prior to issuing Work assignments, the School District's Office of Capital Programs will provide a description of required services for the specific Work assignment for a particular School District project to selected companies awarded contracts for professional moving services and request that all companies visit the specific Work assignment site, review the scope of work of the specific Work assignment for the particular School District project and provide a not-to-exceed amount for the specific Work assignment for the particular School District project. The School District's Office of Capital Programs will select the professional moving company that is the best fit for performing the specific Work assignment for the particular School District project. The final costs for the specific Work assignment for the particular School District project will be based either on the hourly rates set forth in the Contractor's Fee Proposal or a negotiated fixed fee for the specific Work assignment for the particular School District project. The Contractor acknowledges and agrees that the School District is under no obligation to order any particular number of professional moving services Work assignments from the Contractor.

b. *Scope of Services.* The Contractor shall provide the School District's Office of Capital Programs with the professional moving services described in the RFQ, **Scope of Services** section (Exhibit "A-1"), on an as-needed basis. Moving services may be required for standard classrooms, kitchens, computer labs, science labs, libraries, administrative offices, music rooms, etc. The services to be provided by the Contractor under this Contract shall include, but not be limited to, the following services:

- (1) Moving heavy equipment.
- (2) Quick response moving or small jobs on an as-needed basis.
- (3) Packing/unpacking, and/or moving classrooms, and/or administrative offices from permanent buildings to interim or temporary housing and back to permanent buildings after construction is complete or as construction is completed.
- (4) Packing/unpacking, moving, and/or set up of technology equipment, including, but not limited to, computers, monitors, scanners, copiers, telephones, IT switching equipment, servers, racks and computer desks/stations.

c. *Description of Professional Moving Services.* The Contractor's professional moving services shall include the following services:

- (1) Pre-Move Consultation and Planning.
- (2) Pre-Move Walk Through and Briefing.
- (3) Pre-Move Activities.
- (4) Kickoff Meeting.

- (5) Physical Move.
- (6) Technology.
- (7) Tracking, Updating and Perfecting Inventories of Items.
- (8) Disposal of Residual Items.
- (9) Security and Safety Planning.
- (10) Interview with Building Engineers.
- (11) Comprehensive Project Management.
- (12) On-Site Move Management.
- (13) Actual Moves at Each School.
- (14) Post-Move Management.
- (15) Moving Specialty Items.

d. *Pre-Move Consultation and Planning.* The Contractor, together with the School District, specifically the Office of Capital Programs (OCP), shall develop a comprehensive Master Relocation Plan and Schedule in unison with the schools, administrative offices, and departments, to pack, relocate and unpack the school departmental offices within the school and appurtenant offices. Pre-Move Requirements should include, but are not limited to:

- (1) Schedule of move (specific days and times of activity).
- (2) Packing and unpacking will be required as needed. Personal employee items will be packed by School District personnel.
- (3) Packing materials (corrugated boxes or rental crates, bubble wrap tape, etc.).
- (4) Itemized inventory of classroom furniture, office furniture, athletic equipment, etc. to be moved and management of items added to/subtracted from the inventory list.
- (5) PC's disconnections and moving (Must coordinate with the School District's IT Department).
- (6) Plan for post move fine tuning staff needed for set up and clean up.

(7) Egress out and to buildings, parking and lay down areas should be reviewed, along with loading dock schedules and building management requirements.

(8) Development and implementation of tagging system and procedures. For move tools, provide a move packet to each school principal that includes signs, room layouts and other tools needed to ensure efficiency.

e. *Pre-Move Walk Through and Briefing.* The Contractor shall conduct pre-move inspections of the schools and offices to receive relocated material during the move and the origin sites being vacated or relocated to ensure there are no obstacles that could affect the relocation. The Contractor shall conduct a walk through and briefing prior to the move to view all spaces involved and review move flow strategies. The Contractor shall modify move specific plans and schedules or develop contingency plans as required. The Contractor shall develop an itemized inventory of furniture, books, equipment, artwork, memorabilia, etc. to be moved.

f. *Pre-Move Activities.* The Contractor shall be responsible for coordination of task assignment follow ups and instructions to all parties involved in the move. The Contractor's services shall include, but not be limited to, the following:

- (1) Move sequencing, formal plan development.
- (2) Management of matter "to/from" list.
- (3) Develop a tagging system (all items must have an identifying and tracking tag preferably bar codes).
- (4) Schedule coordination implementation and tagging procedures.
- (5) Provide pre-move damage photographs of faculties, furniture, or equipment to verify any existing damage prior to move. Identify special moving requirements.
- (6) Transportation coordination.
- (7) Loading dock schedule (if applicable).
- (8) Elevator schedule (if applicable).
- (9) Coordination of protection of building services.
- (10) Development of directional signage for move.
- (11) Placement of move placard and signage.
- (12) Damage recording procedures.
- (13) Identifying equipment requiring specialized personnel for hookup.

- (14) Identification and resolution of obstacles.
- (15) Identify elements requiring an early move schedule.
- (16) Temporary signage.

g. *Kickoff Meeting.* The Contractor shall conduct a Kickoff Meeting with the key personnel of the schools and impacted departments, the Contractor's team, and other major stakeholders to be determined. The objective of the meeting will be to ensure that the entire team (The School District, Schools, Principals, department heads, the Contractor, and others) all has the same Project expectations. The meeting will be held at the School District's Education Center located at 440 North Broad Street and may be broken into the following phases:

- (1) Review the Scope of Work.
- (2) Outline project goals and objectives.
- (3) Review the Physical Move Schedule and coordinate key milestone dates and sequencing requirements to complete the move in order and on schedule.
- (4) Provide a schedule with an estimated completion date for all moves.
- (5) Develop a schedule for progress meetings monthly, bi-weekly, weekly, daily or as needed.
- (6) Establish communication channels (School District will provide a contact list of all impacted departments) and approval process.
- (7) Identify the project role for all School District and Contractor team members and decision makers.
- (8) Develop a project directory to include company affiliation, titles, telephone numbers and electronic mail addresses, document correspondence and deliverable distribution (including inventory and damage reports).
- (9) Document who will receive Meeting Minutes and who will send them.
- (10) Identify data requirements formats and schedule of delivery.
- (11) Document how changes in the scope of work, if any, will be processed.
- (12) Review confidentiality requirements.

(13) Review moving requirements. The Contractor must submit a sample invoice.

h. *Physical Move.* The Contractor shall be responsible for any packing, protection, preparation and transport of, unpacking and placement of all covered items as directed by the School District's Project Manager to designated locations (schools, administrative offices) as directed by the School District's Project Manager or his/her designee.

(1) Elevators, loading docks and air conditioning may not be available at the schools, and, therefore, the Contractor must plan accordingly. If the elevator in a building listed as having an elevator is not operating, the Contractor must find an alternate method of continuing the move in that building at the contracted cost.

(2) The services shall also include disassembly and assembly of noted items as directed by the School District's Project Manager or his/her designee. This could include athletic equipment, special education equipment, etc.

(3) Special equipment, such as athletic, fitness, workstations, etc., that needs disassemble and reassemble should be identified and handled by the original provider when possible.

(4) The Contractor shall provide sufficient identification labels, boxes. Tape, and appurtenant moving supplies as required.

(5) Items to be relocated include, but are not limited to, all school administrative and operational equipment, principal suites, teacher, student and classroom furniture, books, school and office supplies, effects and stores, together with all spare parts, maintenance, repair and operating supplies and inventory within each school (facility), so designated by School District personnel as being relocated to another site or sites, except for those items or materials designated for discard, salvage or auction.

(6) All personal property will be removed by School District personnel prior to the move.

(7) Any shelving, cabinets, and counters that are affixed to walls or floor shall not be relocated by the Contractor, unless specified by the School District's Project Manager. The Contractor shall ensure that all floors, walls, door jambs and furniture that require protection will be appropriately protected before movement commences. The Contractor shall be responsible for notifying the School District's Project Manager of any damages made to any School District property or School District facility during the relocation. This notification must be in writing, and the inventory list should reflect any damaged items that should be removed from the master inventory list.

i. *Technology.*

(1) Pre-Move Interviews shall also be conducted, specifically with

Information Technology (IT) representatives, to address technology move requirements for each School District school, department or impacted group.

(2) The Contractor shall be responsible only for the relocation of technology items, such as computers, laptops, printers and related equipment (keyboards, mouse, servers, etc.).

(3) An inventory list from The Office of Information Technology (IT) will be provided to the Contractor and reviewed at the origin location and the destination location(s).

(4) IT will disconnect and pack all PC's and laptops to be relocated by the Contractor. Servers, racks, computer carts and other special items will be identified and prepared by IT for relocation by the Contractor.

j. *School District Department Contact List.*

(1) Each School District Department must provide a contact list of the personnel who will be present at the origin and destination site(s) to direct the placement of relocated items. The School District's Project Manager will use this School District Department contact list to coordinate moves with the Contractor.

(2) Tracking. In consultation with the School District, the Contractor must update and perfect the School District's existing inventories of items at the affected sites (departing and receiving) so as to allow for a common and continuous accounting of all relocation items, packed and non-packed in and out of transit, or interim storage, as well as residual items not subject to relocation (Items for disposal salvage or auction).

k. *Disposal of Residual Items*. In close consultation with the School District, the Contractor must identify all salvageable items and fixtures not relocated. The Contractor must also discard and haul unsalvageable items approved by the School District, and see to the clearing of all vacated spaces. The school/portion of school should be left empty and broom swept.

l. *Security and Safety Planning*. The Contractor must be fully Bonded and Insured, and shall also be responsible for the security of all materials while in transit. If materials are to be stored in non-School District facilities, the Contractor must provide security for the materials during these periods. In addition, the School District must be advised at the end of each business day (5:00 p.m.), whenever any of its property enters into this status, and must be provided a complete inventory of the items involved and the location of interim storage. This list must be submitted to the School District's Project Manager.

m. *Interview with Building Engineers*. The Contractor should conduct interviews with the Building Engineer at the impacted school prior to commencement of the move. The Contractor shall perform a building analysis and conduct interviews with building engineer and security personnel at the impacted school to identify:

- (1) Requirements for protecting the facility during moves.
- (2) Requirements for scheduling and use of loading dock.

The Contractor shall be responsible for securing all points of access or egress being utilized during any phase or activity of relocation.

n. *Comprehensive Project Management.* The Contractor shall oversee all phases of the relocation project, consider all practical aspects and plan for any reasonably foreseeable contingencies, qualify subcontractors and other vendors, provide regular and ad hoc reports, action item list alerts, etc., as required by the School District, in whatever format the School District might prescribe. The Contractor shall be bound by all lawful customary and contingent obligations not specifically mentioned in the RFQ or this Contract.

o. *On-Site Move Management.* The Contractor shall provide overall management and coordination of all move activities. The Contractor's site supervisors shall be present during move activities. The Contractor shall ensure all boxes, equipment, and furniture is handled according to the established procedures and plans. The Contractor shall coordinate continuously with the School District, Building Engineers, Security, etc., to ensure compliance with the Project schedule and move procedures.

p. *Actual Moves at Each School.*

- (1) Provide a schedule.
- (2) Provide inventory list.
- (3) Provide number of days to complete the move.

q. *Post-Move Management.*

- (1) Provide Substantial Completion and Final Completion dates.
- (2) Provide Punchlist Schedule. Identify completion problems remaining on Punchlist.
- (3) Provide Post-move cleanup schedule.
- (4) Provide delivery of final inventory list to School District's Project Manager.

r. *Specialty Items.* Specialty items include, but are not limited to:

- (1) Universal gym and appurtenant gym equipment (exercise equipment, athletic equipment, weight machines, weights, mats, etc.).
- (2) ADA Equipment (wheel chairs, lifts, etc.).

- (3) Kitchen/Cafeteria Equipment (Refrigerators, ovens, stoves, food warmers, freezers, etc.).
- (4) Technology/Technological Equipment (Smart boards, laptop carts, servers, etc.).
- (5) Libraries (Shelving, catalogs, etc.).
- (6) Pianos and other musical instruments.

s. *Performance Standards.* For all work performed under this Contract, the Contractor must meet the following performance specifications:

(1) The Contractor must have the ability to provide, through its own means or through Subcontractors, all equipment, materials, supplies, vehicles and related services necessary to provide full and complete moving services. This includes, but is not limited to, bins/crates boxes tape labels, handcarts padding bubble wrap computer bags, and protection materials.

(2) The Contractor and/or any Subcontractors performing work in connection with this Contract and the Contractor's Fee Proposal must certify in their submission that personnel are paid in accordance with the Pennsylvania Prevailing Wage Act requirements.

(3) The Contractor must be capable of disassembly and reassembly of office desks cabinets, office tables and bookcases.

(4) When disassembly and reassembly of furniture is required, the Contractor must properly label and track all parts and reassemble furniture in its original condition and assure no parts are lost or damaged by vendor personnel.

(5) The Contractor must take necessary precautions to prevent damage to equipment, supplies and property. All items must be properly protected from inclement weather during the preparation of the move and while being moved.

(6) In addition to the Contractor's general responsibility to protect property from damage, the Contractor shall be responsible for the protection of finished surfaces such as, but not limited to, columns, doors, door frames and walls. Wall corners shall be protected by Styrofoam corner brackets or similar material. Wall surfaces shall be protected by corrugated wall board or similar materials where required for adequate protection. The Contractor shall be responsible for protecting all elevator floors and walls. The Contractor shall assure that weight capacities of elevators used by personnel during the moving process will not be exceeded. Carpeting and floors shall be protected by Masonite (or similar) floor boards cardboard or similar protective covering.

(7) Any items or finishes damaged, marred or lost by the Contractor shall be completely repaired, replaced or refinished by the Contractor to the satisfaction of the

School District within thirty (30) calendar days of the incident.

(8) At all times during the move, local ordinances shall be observed by the Contractor, including but not limited to, preservation of adequate access to fire exits and extinguishers.

(9) The Contractor must provide adequate security measures during the move operation to ensure all items are accounted for.

(10) The Contractor shall be responsible for removal and disposal of any debris, *i.e.*, packing material, resulting from the move. The Contractor shall be responsible for the removal and proper disposal of all trash and containers that may occur during the move. Trash that exceeds the capacity of the waste receptacles at the locations must be removed from the property and discarded with an appropriate recycling center or waste center at the Contractor's expense.

(11) The Contractor's personnel shall provide for the physical transportation of all furniture, equipment and material from existing locations to new locations within the established time schedule for each project.

(12) The Contractor shall provide adequate truck size(s) and types of trucks to meet the individual moving requirements.

(13) The Contractor shall properly train and alert all employees who will perform work on site with regard to appropriate conduct and the consequences of employee misconduct on School District facilities, with particular attention to misconduct involving discrimination and sexual harassment of students, employees and others on School District properties.

The Contractor shall require its Subcontractor(s) to comply with the performance standards set forth in this Contract.

t. *Contractor Duties and Obligations.*

(1) The Contractor shall provide all labor, including supervision, tools, materials, equipment, licenses, permits and incidentals, required and/or implied for the complete and satisfactory performance of professional moving services in accordance with the School District's specifications.

(2) The Contractor shall supply all supervision, vehicles, drivers, packers, packing materials and other supplies as needed to execute the moves at the School District locations.

(3) The Contractor shall work in close coordination with the School District's Project Manager from the Office of Capital Programs and any designee(s) that the School District's Project Manager may assign.

(4) The Contractor shall conduct in depth interviews with each school or relocating department to identify all move requirements prior to the commencement of the move.

(5) The Contractor shall attend progress meetings that will occur every other week, or weekly if necessary, while the physical move is active, to minimize the disruption of School District Operations, offices and departments being relocated.

(6) The Contractor's professional moving services shall include, but not be limited to, providing traceable packaging for individual workers' current work, certain records and reference materials or inventory systems.

(7) Each School District department must provide personnel to be present at the origin and destination site(s) of the move to direct the placement of relocated items for the Contractor. The School District's Project Manager will use this list to coordinate moves with the Contractor.

(8) The Contractor shall manage its resources in order to minimize any costs that may occur due to excess material usage man hours for waiting and detained truck or staffing resources. There shall be no charges by the Contractor to the School District for the employees of the Contractor or its Subcontractor(s) to and from the move site at the School District location.

(9) After each schedule move at the School District location, the Contractor's representative shall conduct a punch list walkthrough with the School District's Project Manager to close out the specific School District project.

(10) The School District's normal working hours of operation are 7:30 a.m. through 3:30 p.m. The Contractor shall perform its professional moving services during the School District's normal working hours of operation. However, it is anticipated that moves may be required of the Contractor during swing shifts or on Saturdays and Sundays in order to have classrooms moved and not disrupt the educational programs. The Contractor shall not be entitled to overtime rates in excess of the rates bid unless the School District requires that work be performed on a legal holiday. If additional hours will be required of the Contractor, the Contractor must submit the request for additional hours at the specified school or office, to the School District's Project Manager, in writing at least three (3) business days prior to the date when the additional hours will be required. Any work performed by the Contractor other than during the School District's normal working hours of operation must be approved in advance by the School District's Project Manager.

(11) All work of the Contractor must comply with the School District's Partnership Agreement with the Philadelphia Building and Construction Trades Council dated June 7, 2006, which is incorporated by reference into this Contract.

u. *Contractor Personnel Qualifications and Responsibilities.*

(1) The Contractor must be engaged full-time in the business of

providing the services required under this Contract. The Contractor must have a minimum of five (5) years of experience in the moving business with experience handling large and complex projects in excess of \$50,000 in moving business.

(2) The Contractor shall designate a representative to serve as the project lead (hereafter referred to as the "Project Leader") for each assigned School District project. The Contractor's Project Leader must have a minimum of five (5) years of experience in the moving business.

(3) The Contractor shall assign a person (hereafter referred to as "the Coordinator") who will manage all communications, scheduling and coordination of the Contractor's professional moving services for the School District's assigned projects. The Contractor's Coordinator must have a minimum of five (5) years of experience in the moving business. The Contractor's Coordinator shall review the existing School District location for a specific work assignment to evaluate the scope of the move at that location.

(4) The Contractor shall assign a person to serve as the Supervisor for the School District's assigned projects. The Contractor's Supervisor must have a minimum of five (5) years of experience in the moving business and two (2) years of experience as a Supervisor or equivalent. The Contractor's Supervisor must be experienced with the coordination of moves similar to the assigned School District projects. The Contractor's Supervisor shall be on-site during all moves at School District locations. The Contractor's Supervisor shall be available as needed and requested for on-site pre-move planning meetings. At no time shall School District personnel be deemed as supervisors of the Contractor.

(5) The Contractor shall assign persons to serve as General Labor personnel. The Contractor's General Labor personnel must have a minimum of one (1) year moving experience. The Contractor's General Labor personnel must be capable of performing all the activities requested in the execution of the professional moving services. The Contractor's General Labor personnel must be trained moving personnel who are direct employees of the Contractor or the Contractor's Subcontractors.

(6) When tasks requiring special trades such as carpentry are performed, the Contractor shall supply personnel with the appropriate trade qualifications and experience, and shall pay such personnel in accordance with the applicable prevailing wage requirements.

(7) When on School District property, all personnel of the Contractor and its Subcontractor(s) shall observe all rules and regulations in effect as the School District's governing safety and personal conduct. When on School District property, the employees of the Contractor and its Subcontractor(s) shall be subject to the control of the School District, but under no circumstances shall the employees of the Contractor and its Subcontractor(s) be deemed to be employees of the School District while they are performing moving services under this Contract.

(8) The Contractor and its Subcontractor(s) shall comply with the mandatory criminal background checks requirements set forth in Section 2 of the School

District's Standard Terms and Conditions. Failure to comply with the mandatory background checks requirements may result in immediate termination of this Contract.

(9) While they are on School District premises, all employees of the Contractor and its Subcontractor(s) must wear appropriate attire that identifies them as employees of the Contractor or its Subcontractor(s) and this identification must be visible from both the front and the back.

(10) The School District reserves the right to direct the Contractor, orally or in writing, to remove from any School District jobsite any employee of the Contractor or its Subcontractor(s) who is found to be unacceptable to perform moving services by the School District under the circumstances under this Contract, in its sole discretion. Upon receipt of such direction from the School District, the Contractor shall immediately remove such employee from the School District's jobsite. Any cost of such removal shall be borne by the Contractor or its Subcontractor(s).

v. MBE/WBE Participation. The Contractor shall ensure that minority-owned business enterprises ("MBEs"), and women-owned business enterprises ("WBEs") have the maximum opportunity to participate in the performance of this engagement, and shall make a good-faith effort to achieve the goals. The Contractor represents and certifies that it will employ the services of Subcontractors as necessary to achieve 10% to 15% Subcontractor participation of the total amount of services provided in the performance of this School District Contract with either a minority-owned business enterprise (MBE) firm and/or with a woman-owned business enterprise (WBE) firm. The Contractor further represents and certifies that it will use the following MBE firm and/or WBE firm as a Subcontractor(s) under this Contract in the percentage(s) listed as set forth in the Proposal, M/WBE Participation Plan: (1) _____ (MBE) – ___%; and (2) _____ (WBE) – ___%. The Contractor's Proposal, M/WBE Participation Plan, is attached hereto as Exhibit "E" and incorporated by reference into this Contract. The Contractor's Proposal, M/WBE Participation Plan, shall be enforceable as any other contractual term or condition of this Contract. Sanction for breach of the Contractor's Proposal, M/WBE Participation Plan, may include suspension, cancellation of this Contract and/or debarment from future contracting opportunities with the School District.

(1) The Contractor shall not replace or substitute the MBE/WBE firm(s) identified in the above subsection i. and the Contractor's Proposal, M/WBE Participation Plan, without the prior written notice to and approval of the School District. The Contractor shall not increase or decrease the contract MBE/WBE percentages, or change the scope(s) of work, or increase or decrease the dollar amount(s), if applicable, for the MBE/WBE firm(s) identified in the above subsection i. and the Contractor's Proposal, M/WBE Participation Plan, without the prior written notice to and approval of the School District. The Contractor shall promptly submit a revised M/WBE Participation Plan, for School District approval, before the Contractor: (a) replaces or substitutes the MBE/WBE firm(s) identified in the above subsection i and the Contractor's Proposal, M/WBE Participation Plan; or (b) increases or decreases the contract MBE/WBE percentages for the MBE/WBE firm(s) identified in the above subsection i. and the Contractor's Proposal, M/WBE Participation Plan; or (c) changes the scope(s) of work for the MBE/WBE firm(s) identified in the above subsection i. and the Contractor's Proposal, M/WBE

Participation Plan; or (d) increases or decreases the dollar amount(s), if applicable, for the MBE/WBE firm(s) identified in the above subsection i. and the Contractor's Proposal, M/WBE Participation Plan.

3. *Action Item.* The Board of Education authorized this Contract by its Action Item number __, dated _____, 2021. The Parties have attached the Action Item to this Contract as Exhibit "D" for reference but have not made the Action Item a part of this Contract. The School District has no power to contract for the Work outside the scope of the Action Item.

4. *Contract Term.* The term of the Contract shall be for two (2) years from _____, 2021 through _____, 2023 (the "Initial Term"), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the date indicated on the Notice to Proceed issued to the Contractor for a specific Work assignment and complete the Work not later than the designated completion date provided by the School District to the Contractor for a specific Work assignment, up to the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

a. *Option to Renew.* The School District may, at its sole discretion, renew this Contract for up to one (1) additional successive one (1)-year period ("Additional Term"). Pricing shall be subject to renegotiation between the Parties at the time the School District exercises its option to renew. The Contractor only guarantees the quoted pricing for the Initial Term. Except as expressly stated otherwise in an Amendment, the terms and conditions of this Contract shall apply throughout the Additional Term. At least sixty (60) calendar days prior to the expiration of the Initial Term, the School District, at its sole discretion, may notify the Contractor, in writing, of its intention to recommend renewal of this Contract for up to an additional one (1)-year period to the Board of Education ("Board"). Within ten (10) calendar days of the Contractor's receipt of the School District's notice of its intention to recommend renewal of this Contract, the Contractor shall supply a written price quote to the School District. Renewal shall be effective only upon formal approval by Action Item of the Board. The total authorized contract term under this Contract may be for a maximum time period of three (3) years up to _____, 2024, unless the Board or a successor entity authorizes a further renewal of this Contract by Action Item.

5. *Compensation.* Pursuant to Action Item No. __ dated _____, 2021, the School District has established a **"general pool" of shared funds in the aggregate amount not to exceed _____ Dollars (\$_____)** out of the authorized Capital Fund from which Compensation for professional moving services will be paid during the Initial Term of the Contracts for Professional Moving Services. It is the intent of the School District to pay for professional moving services out of the \$_____ "general pool" of shared funds of the Capital Fund. As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, out of a "general pool" of shared funds, a maximum total fee not to exceed the aggregate amount of _____ Dollars (\$_____), **conditioned, however, upon the continued availability of funds, as set forth in Section 6 of the Standard Terms and Conditions** (the "Compensation"). The School District reserves the right to limit the amount of the Contract award. The School District does not guarantee the

assignment of the complete program of Work to any one single firm. The School District reserves the right to award a Contract for a lesser amount to more than one firm as may be in the best interests of the School District. The School District reserves the right to cancel this Contract for lack of performance or complete satisfaction of intent. No minimum amount of work is guaranteed under this Contract.

a. *Budget.* The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor's Fee Proposal attached as Exhibit "B", and the School District shall pay the Contractor strictly in conformity with the Contractor's Fee Proposal.

b. *Fee Structure.* The Contractor shall earn the Compensation on the following basis (check one):

- flat fee, pro-rated and billed monthly, or otherwise, as provided in Section 6 below;
- at the hourly rate or rates per hour of labor specified in Exhibit "B" or Exhibits "A-1" or "A-2", and billed monthly, or otherwise, as provided in Section 6 below; or
- on such other basis as the Parties have specified, if any, in Exhibit "B" or Exhibits "A-1" or "A-2", and billed monthly, or otherwise, as provided in Section 6 below.

c. *Overtime.* The Contractor shall not be entitled to overtime rates in excess of the rates listed in its Fee Proposal unless the School District requires that work be performed on a legal holiday.

d. *Method of Compensation.* The method of compensation for each individual School District project shall be determined by the School District, at its sole option, as hourly rates or a negotiated fixed fee per Work assignment.

(1) Future School District projects may be awarded to Contractor firms in order of the ranked first Contractor firm based on the availability of the Contractor firm to complete the School District project by required deadlines, or, at the discretion of the School District, to the Contractor firm providing the lowest price quote for the specific Work assignment.

(2) Service Costs. The Contractor shall identify the true cost for all of the items indicated in the Rate Schedule set forth in the RFQ (Exhibit "A-1"). Separately, the Contractor shall identify any and all services that it can provide that are not listed on the Rate Schedule set forth in the RFQ (Exhibit "A-1"). All of the cost information provided by the Contractor in its Fee Proposal (Exhibit "B") shall become a part of this Contract. The stringent requirement for cost visibility and predictability requires that costs not identified in the Contractor's Fee Proposal shall be deemed to be at no cost to the School District.

(3) Rate Schedule. Hourly rates for all services shall commence at the time of arrival at the School District jobsite and end at the time of the School District site departure. No time shall be charged by the Contractor to the School District for the travel of the employees of the Contractor or its Subcontractor(s) to or from the School District jobsite.

(4) Service Description. Compensation for the following job categories and items shall be made to the Contractor by the School District based on the (i) regular hourly rate, (ii) overtime hourly rate, (iii) holiday hourly rate, and (iv) all-inclusive rate (including all miscellaneous material necessary for project completion, *i.e.*, boxes, carts, etc.) set forth in the Contractor's Fee Proposal (Exhibit "B"):

- (a) Project Manager.
- (b) Supervisor.
- (c) Foreman.
- (d) Helper/Crewman.
- (e) Packers/Installers.
- (f) Truck w/lift gate (includes driver).
- (g) Van (includes driver).

(5) Items. Compensation for the following items shall be made to the Contractor by the School District based on the unit cost of the item set forth in the Contractor's Fee Proposal (Exhibit "B"):

- (a) Boxes/Each.
- (b) Carts/Rental/Day.
- (c) Bins/Week.
- (d) Shrink Wrap/Roll.
- (e) Tape/Roll.
- (f) Gondolas.
- (g) Book carts.
- (h) Speed Packs.
- (i) Dollies.
- (j) Bubble Wrap.
- (k) Moving Labels.

e. *Payments*.

(1) The School District retains the right to contract with one or more Contractors for professional moving services. Payments to the Contractor shall be made by the School District based on the number of actual hours performed per working category.

(2) The moving cost per school may not exceed the proposed estimated cost provided by the Contractor on the Excel Pricing Spreadsheet submitted with the Contractor's Fee Proposal. The Contractor must submit a timesheet that includes the name and signature of each employee and actual invoices from material suppliers, subcontractors, equipment rentals, etc., as supporting documentation.

(3) All of the Contractor's costs for each item and job category shall be included in the rates and unit costs listed in the Contractor's Fee Proposal. Any costs of the Contractor that are not identified in the Contractor's Fee Proposal shall be deemed to be at no cost to the School District.

(4) The hourly rates listed in the Contractor's Fee Proposal for services shall be all-inclusive rates and shall include regular hourly rates, overtime hourly rates, holiday hourly rates, and miscellaneous material necessary for project completion. The unit costs included for materials, supplies and equipment listed in the Contractor's Fee Proposal shall be all-inclusive costs.

6. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 9 below and, unless the Parties have agreed to a different schedule as set forth in Exhibit "A-2" or Exhibit "A-3" or Exhibit "B" hereto, the Contractor shall submit not more than *one invoice per month*. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Contract Term. The Contractor shall submit invoices in accordance with Section 3 of the Standard Terms and Conditions. All invoices shall include an itemization of charges and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

7. *Federal Employer Identification Number.* The Contractor's federal employer identification number is: _____.

8. *Disputes.* The Parties agree to exercise every reasonable effort to resolve disputes that may arise under this Contract through informal negotiation and cooperation. If the Parties are unable to resolve any disputes arising under this Contract, then a Party claiming that a dispute has arisen in connection with this Contract or its subject matter will give prompt notice to the other Party describing the dispute in reasonable detail. Promptly after receipt of the Dispute Notice, the Parties will negotiate in good faith to resolve the Dispute. Either Party may escalate the Dispute negotiations to higher level personnel, by notice to the other Party, as specified below:

| School District | Contractor | Time After Dispute Notice |
|--|---------------------|---------------------------|
| Project Designer or Project Manager | Project Manager | 15 days |
| Contracts Manager | Project Manager | 15 days |
| Director or Operations Manager, Capital Programs | Principal in Charge | 15 days |

All limitations periods and the running of laches are tolled during the pendency of dispute resolution.

9. *Notices.* The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

School District Responsible Official: *Contractor:*

| | | |
|--------------------|--|-------|
| Name: | Ahmed Sultan | _____ |
| Title: | Director of Capital Programs | _____ |
| Party: | The School District of Philadelphia | _____ |
| Address: | The Education Center | _____ |
| | 440 North Broad Street, Suite 371 | _____ |
| | Philadelphia, PA 19130-4015 | _____ |
| Telephone: | (215) 400-4730 | _____ |
| Fax: | (215) 400-4731 | _____ |
| Email address: | asultan@philasd.org | _____ |
| Program Office | Capital Programs | _____ |
| (School District): | | |

10. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract, each of which the Parties have agreed to incorporate in and make a part of this Contract:

| <i>Exhibit</i> | <i>Exhibit Name</i> |
|----------------|--|
| "A-1" | RFQ for Professional Moving Services |
| "A-2" | The Contractor's Proposal (only parts of the Contractor's Proposal are attached; entire Contractor's Proposal is incorporated by reference into this Contract) |
| "B" | The Contractor's Fee Proposal |
| "C" | School District Standard Terms and Conditions |
| "D" | Board Action Item |
| "E" | The Contractor's M/WBE Participation Plan |

In the event of a conflict between any Exhibit and another Exhibit, or this Agreement for