



(Allentown, PA)

REQUEST FOR PROPOSALS (RFP)

Curriculum Resources for Early Literacy, New Courses for the Program of Studies, and Secondary English Learner Acquisition

Allentown School District

Proposals Due by 3:00 p.m. April 17, 2025



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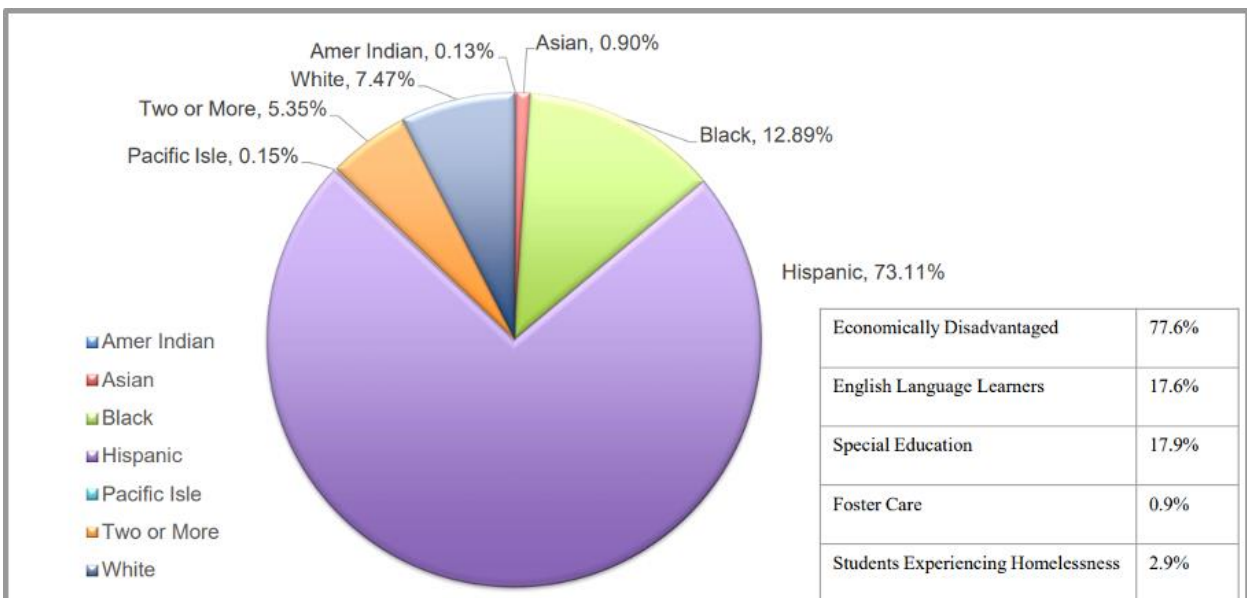
INTRODUCTION

Demographics

Allentown School District (ASD) serves approximately 16,700 pre-Kindergarten through Grade 12 students in 21 schools and three program sites. Allentown School District Virtual Campus services approximately 1000 students.

ASD has three high schools with approximately 3000, 1900, and 400 student enrollments. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 14 elementary schools, with about 8,000 students in total, one is an early childhood center with pre-K and kindergarten only and approximately 270 students. The remaining elementary schools have 270 to 800 students enrolled, with an average population of 600. We have programs at three sites: an alternative school with a variable population of students from grades 6-12 and two language support programs at separate locations.

The Allentown School District student population is:





REQUEST FOR PROPOSAL

Description of Project

1. Introduction

The Allentown School District is seeking proposals from qualified vendors to provide comprehensive curricular materials for digital/print high-quality instructional materials for elective courses aligned with our Program of Studies and/or Pre-Kindergarten-12 curriculum.

2. Scope of Work

The selected vendor(s) will provide instructional materials that include, but are not limited to:

- Student textbooks and digital resources
- Teacher editions with instructional strategies
- Assessment tools, including formative and summative assessments
- Authentic materials and cultural components
- Interactive and multimedia resources
- Materials supporting differentiation for diverse learners
- Professional development for educators on implementation
- Materials should be aligned to PA Core or Common Core standards when appropriate

Course-Specific Requirements

Section: World Language Course:

Arabic

- Aligned with ACTFL World-Readiness Standards for Learning Languages
- Emphasis on Modern Standard Arabic with dialectal exposure
- Scaffolded approach to script, phonetics, grammar, and cultural competence
- Digital and interactive resources for literacy development

Course: American Sign Language (ASL)

- Aligned with the National Standards for Learning ASL
- Emphasis on linguistic structure, fingerspelling, and Deaf culture
- Video-based content with native signers for receptive and expressive skills
- Assessment tools for proficiency in visual-gestural communication
- Designed for heritage and advanced-level Spanish learners
- Inclusion of classical and contemporary Spanish and Latin American literature
- Literary analysis, writing components, and thematic units
- Support for AP Spanish Literature and Culture exam preparation



Course: Medical Spanish Curriculum

- Tailored to healthcare professions with real-world application
- Medical terminology, patient-provider communication, and cultural competency
- Role-play scenarios, case studies, and simulated patient interactions ● Digital tools for pronunciation and scenario-based learning

Course: Spanish for Business Curriculum

- Designed for students and professionals looking to enhance business communication skills in Spanish
- Focus on industry-specific vocabulary, formal communication, and workplace etiquette
- Real-world case studies, simulations, and role-playing activities
- Integration of cultural aspects relevant to international business
- Digital tools for professional writing, speaking, and negotiation skills

**Section: English Language Acquisition Course:
Language Acquisition**

- The resources and materials for English learners in Grades 6-8 and in Grades 9-12 which meet the following high-quality, research-based components :
- Aligned to the WIDA/PA Language Proficiency Standards.
- Designed for English learners in WIDA Levels 1 to 5.
- Promote high expectations for English learners.
- Explicit and substantive alignment to grade-level standards ● Designed and validated for use with English learners.
- Address the philosophy and pedagogy related to English language acquisition establishing high expectations with high support.
- Incorporate rich and complex text, chosen through both quantitative measures (readability) and qualitative measures (levels of meaning, structure, language conventionality and clarity, knowledge demands, and age-appropriateness).
- Must not be oversimplified; rather, they must attend to the role of language development in furthering conceptual understanding of content.

Section: English

Course: Latin American Literature



- **Focus on Identity, Migration, and Culture:** The selected books must prominently feature themes of identity formation, the experiences of migration and displacement, and the diverse cultural landscapes of Latin America and its diasporas.
- **Representation of Diverse Voices:** The curriculum necessitates a wide range of authors, including those from various Latin American countries, as well as Chicano, Puerto Rican, and Dominican writers, ensuring a comprehensive representation of the region's literary richness.
- **Contextualization of History and Politics:** Books should reflect the historical and political realities of Latin America, exploring the intersections of personal narratives with broader social and political forces, enabling students to understand the literature's deeper context.

Section: Social Studies

Course: Religious Studies

- **Comprehensive Study of Nine Major Religions:** The curriculum resource must provide a balanced and in-depth examination of the beliefs and practices of the nine specified world religions.
- **Emphasis on Contemporary Relevance:** The coursework resource should connect religious studies to current events and societal issues, fostering an understanding of how religion impacts the modern world.
- **Development of Analytical and Empathetic Skills:** The curriculum resource should promote critical thinking and respectful analysis of diverse religious perspectives, encouraging students to engage with religious concepts thoughtfully and with empathy.

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- **Emphasis on Contemporary Relevance:** The resource should connect religious studies to current events and societal issues, fostering an understanding of how religion impacts the modern world.
- **Development of Analytical and Empathetic Skills:** The curriculum resource should promote critical thinking and respectful analysis of diverse religious perspectives, encouraging students to engage with religious concepts thoughtfully and with empathy.

Course: Social Justice

- **Comprehensive Exploration of Key Social Justice Themes:** The resource must thoroughly examine core issues such as poverty, gender equity, income inequality, human



and civil rights, environmental sustainability, globalization, interdependence, and cultural diversity.

- **Emphasis on Critical Analysis and Active Citizenship:** The resource should cultivate students' ability to critically analyze social and political systems, empowering them to recognize and challenge injustices, and fostering their development as active, engaged global citizens.
- **Integration of Experiential Learning:** Incorporating community service and internship opportunities is essential to provide students with practical, real-world experience in addressing social justice issues, and bridging the gap between theory and action.

Section: Related Arts

Course: Health Education

- Emphasis on skills-based learning: Students need to develop practical skills they can apply to real-life situations, such as analyzing health influences and accessing valid health information.
- Aligned to National Health Education Standards
- Comprehensive coverage of relevant topics: High school health education needs to address a wide range of topics, including physical health (nutrition, fitness, disease prevention, growth and development), mental and emotional health (stress management, coping skills), and social health (relationships, communication, decision-making).

Course: Music Appreciation

- Aligned to National Core Arts Standards
- Effectively prepares students for the AP Music Theory course

Course: Music Production

- Incorporates innovative digital music production practices
- Creative and artistic development: songwriting and composition, sound design, genre exploration, music industry awareness

Course: Middle School Wellness

- Emphasis on skills-based learning: Students need to develop practical skills they can apply to real-life situations, such as analyzing health influences and accessing valid health information.
- Aligned to National Health Education Standards



- Comprehensive coverage of relevant topics: Middle school health education needs to address a wide range of topics, including physical health (nutrition, fitness, disease prevention, growth and development), mental and emotional health (stress management, coping skills), and social health (relationships, communication, decision-making).

Course: Middle School Instrumental Music

- **Fundamental music skills:** A strong curriculum must prioritize the development of core musical skills. This includes: rhythm and meter, tone production, intonation, playing in tune, and reinforcing music literacy.

Section: Technology

Course: Introduction to Engineering:

- **Problem-Solving & Design Thinking:**
 - The curriculum resource should emphasize the engineering design process: defining problems, brainstorming solutions, prototyping, and testing.
 - Provide opportunities for Practical application through hands-on projects and real-world case studies.
- **Fundamental Scientific & Mathematical Principles:**
 - The curriculum resource should provide solid grounding in core concepts like physics, mechanics, and calculus, tailored to engineering applications.
 - Provide opportunities to apply these principles to analyze and solve engineering problems.
- **Engineering Communication & Teamwork:**
 - The curriculum resource should emphasize the development of effective communication skills, both written and oral, for technical documentation and presentations.
 - Provide experience working in collaborative teams to tackle engineering challenges.

Course: Mobile App Design and Development:

- **User Interface (UI) & User Experience (UX) Design:**
 - The curriculum resource should provide an understanding of UI/UX principles, including wireframing, prototyping, and usability testing. Focus on creating intuitive and engaging mobile app interfaces.
- **Mobile Programming Fundamentals:**



- Proficiency in relevant programming languages (e.g., Swift for iOS, Kotlin for Android, or cross-platform frameworks). Understanding of mobile app architecture, data storage, and API integration.
- **Mobile Development Tools & Environments:**
 - Provide hands-on experience with integrated development environments (IDEs) like Xcode or Android Studio. Familiarity with version control systems (e.g., Git) and mobile app deployment processes.

Course: Python for Data Science and AI:

- **Python Programming Proficiency:**
 - Strong foundation in Python syntax, data structures, and object-oriented programming. Emphasis on using Python libraries essential for data science (e.g., NumPy, Pandas, Scikit-learn).
- **Data Analysis & Visualization:**
 - Skills in data cleaning, manipulation, and analysis using Pandas. Ability to create meaningful data visualizations using libraries like Matplotlib and Seaborn.
- **Machine Learning & AI Concepts:**
 - Understanding of fundamental machine learning algorithms (e.g., regression, classification, clustering). Exposure to AI concepts, including neural networks and deep learning, with practical applications.

Course: Financial Literacy

- **Budgeting & Money Management:** Creating budgets, tracking expenses, and saving.
- **Credit & Debt:** Understanding credit scores, responsible credit use, and debt management.
- **Investing & Planning:** Basic investing, retirement savings, and compound interest.

Section: Early Literacy Foundational Skills

We are seeking researched-based supplemental literacy programs that explicitly follow the Science of Reading principles, all of which emphasize systematic, explicit instruction in phonemic awareness, phonics, and morphology. Programs should have the following key points:

- **Focus on Foundational Skills-** Programs should prioritize the teaching of essential reading skills such as phonemic awareness, phonics, syllable structure, and morphology in a sequential manner.



- **Explicit Instruction-** Programs need to ensure that teachers directly teach concepts and strategies rather than relying on students to discover them independently.
- **Multisensory Approach-** A program that incorporates visual, auditory, and tactile elements to support learning is preferred.
- **Teacher Professional Learning-** The program must be able to provide adequate professional development opportunities for teachers. Synchronous professional learning and asynchronous, on-demand training is preferred.

Section: Early Literacy Handwriting Skills

We are seeking a research-based handwriting program that will provide a structured approach to teaching letter formation and proper writing mechanics. Programs should have the following key points:

- **Fine Motor Skills-** The program must take into consideration the needs of students including the development of fine motor skills.
- **Teacher Professional Learning-** The program must be able to provide adequate professional development opportunities for teachers. Synchronous professional learning and asynchronous, on-demand training is preferred.
- **Multisensory Approach-** Programs that incorporate visual models, tactile activities, auditory, and kinesthetic movements are preferred.

4. Proposal Submission Requirements

Proposals should include the following sections:

- **Vendor Information:** Company background, experience, and relevant expertise
- **Program Overview:** Detailed description of curricular materials and alignment with standards • **Requirements listed by Course**
- **Samples:** Access to sample materials (print and digital) for evaluation
- **Implementation Support:** Training and professional development offerings • **Cost Proposal:** Itemized pricing, licensing options, and subscription models
- **References:** At least three school districts or institutions that have adopted the program

The Allentown School District is seeking proposals from qualified vendors to provide comprehensive curricular materials for digital/print high-quality instructional materials for elective courses aligned with our Program of Studies and/or Pre-Kindergarten-12 curriculum.

All proposals can be sent electronically in PDF format by email to the following:
RFP@allentownsd.org .



Or by mail or hand-delivered to:

Allentown School District
Attn: Ali Nastah
31 S. Penn Street
Allentown, PA 18102

Proposals must be received **by 3:00 pm, Monday, March 17, 2025**. The Allentown City School District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions before the submission of the RFP are to be directed to:

Ali Nastah
Director of Procurement
RFP@allentownsd.org

Ali Nastah is the only contact for this project. Contacting other administrators, School Board Members, Science Center or ASD staff members as part of this process is unacceptable and grounds for potential elimination from consideration. All questions must be submitted via email and will be publicly shared along with the response to all those invited to submit a proposal.

GENERAL TERMS AND CONDITIONS

CHARACTER. It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the Vendor must have a stable personality and the highest moral character. Any persons working on school grounds shall obtain the following clearances: Federal Criminal History Record, FBI Clearance Check, PA State Criminal Record Check, and PA Child Abuse History Clearance. The vendor who is awarded the contract shall bear the cost of obtaining these clearances. Copies of the clearances shall be given to ASD upon their request.

COMPLIANCE WITH LAWS. The proposal shall at all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee, applicant, or any member of



the public, because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.

CONTRACTOR NOT AN AGENT. Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of ASD, but rather an independent contractor furnishing professional services to ASD.

INDEMNIFICATION. The Vendor shall indemnify, save, and hold ASD and PDE and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or because of, the Vendor's noncompliance with any agreements, warranties or undertakings contained in or made under this Agreement.

TERMINATION. Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, ASD, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

COLLUSIVE PROPOSALS. By submitting a Proposal, Proposer 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 Proposal 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 ASD. By submitting its Proposal, the Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

Deliverables

Successful proposals will include:

1. **A letter of transmittal summarizing key points was** signed by an authorized representative.



2. **Proposal narrative** outlining your company's qualifications, methods, and how you'll fulfill the scope of services. You may submit separate proposals specifically tailored to each program or a combined proposal with a clear differentiation of services.
3. Comprehensive **project work plan(s)** with a one-year timeline and options for 2-year renewal.
4. **The fee proposal details** overall costs, hourly or daily rates, travel costs (if applicable), and any associated expenses. If submitting separate proposals, include fee breakdowns for each.
5. **Project lead and staff biographies and resumes** illustrating relevant experience.
6. **Three references with contact details.** Include references specifically related to instructional coaching in urban settings, with diverse staff experience and a diverse student population that has demonstrated challenges in closing learning gaps and improving student outcomes.
7. Proposals should be submitted following the instructions detailed below. The Allentown School District reserves the right to select a proposal in its entirety or some portion(s) thereof. Furthermore, ASD reserves the right to choose portions from multiple vendors if that is determined to be the most advantageous to the school district. The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

SUBMISSION

Proposals must be submitted by 3:00 pm, Monday, March 24, 2025. All proposals should be sent electronically in PDF format by email to RFP@allentownsd.org with the subject line "Instructional Coaching Proposal." Select respondents may be invited for a remote or in-person presentation.

EVALUATION CRITERIA AND SCORING

The ASD evaluation committee will assess proposals based on the following criteria, each carrying equal weight in the scoring process. ASD reserves the right to select proposals in their entirety or components thereof or combine elements from multiple vendors for the best outcome.

ASD reserves the right to request interviews from companies determined to be in a competitive range and shall use the information derived from these interviews, if any, in its evaluation.

Experience and Qualifications: Demonstrated track record of success in providing products or services to comparable urban school districts with diverse student populations. Evidence of improved student achievement as a direct result of the provider's services.



Curriculum Alignment and Instructional Quality: Rigorous alignment with Common Core and Pennsylvania state standards, engaging instructional design, diverse assignments and assessments. Evidence of how Pennsylvania-certified instructors will effectively deliver the instruction to meet students' learning goals.

Differentiated Learning Support: Comprehensive strategies for supporting all learners.

Technological Integration and Support: Robust, user-friendly platform that aligns with ADA requirements and seamlessly integrates with ASD's existing technology infrastructure. Includes comprehensive technical support plans for staff members.

Professional Development and Collaboration Plan: A sustainable plan for training and supporting ASD instructional leaders and administrators to effectively integrate and implement instructional materials. Emphasizes a proactive approach to collaboration and communication.

Data Analytics and Reporting Approach: Detailed methods for providing timely and informative reports on training and coaching progress,

Cost-Effectiveness: Presents a competitive pricing model with a comprehensive breakdown of costs. Demonstrates clear value considering the scope of services offered.

Each item in the Scope of Services and the RFP Requirements will be scored equally using a 1-5 Likert scale:

1. No response
2. Poor response
3. Fair response
4. Good response
5. Excellent response

Additional Notes: The Allentown School District reserves the right to reject any and all proposals or adapt the RFP's scope.



Appendix 1

THIS APPENDIX 1 INCLUDES THE FOLLOWING DOCUMENTS:

1. Termination Clause.
2. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
3. Standard Federal Equal Employment Opportunity Clause.



1. TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law o, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

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

Termination for Cause and for Convenience

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

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



2. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

B. Under 2 CFR Part 200, specifically § 200.327 and Appendix II, all contracts in excess of \$10,000 must address Termination for Cause or for Convenience by the District including the manner by which it will be affected and the basis for settlement. [SEE ABOVE #1 OF APPENDIX A]

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Vendor agrees that such provision applies to any



District purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the Vendor agrees that it shall comply with such provision.

The District has determined that the Contract [is not] a federally assisted construction contract.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The District has determined that these requirements are not applicable to the Contract.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all construction contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of



every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The District has determined that these requirements are not applicable to the Contract.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The District has determined that these requirements are applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The District has determined that these requirements are not applicable to the Contract.

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2



CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District during the term of the contract if the Vendor 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.

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

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the certifications under 31 U.S.C. 1352 that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements are applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

- J. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 C.F.R. 200.321)—Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:



- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

K. Domestic Preferences (2 C.F.R. 200.322)—Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES _____ Initials of Authorized Representative of Vendor

L. Procurement of recovered materials (2 C.F.R. 200.323)—Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.



The District has determined that these requirements are not applicable to the contract.

M. Bonding Requirements (2 C.F.R. 200.326)—Under **2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:**

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements are not applicable to the contract.

N. Profit as a Separate Element of Price (2 CFR 200.324(b))—For purchases using federal funds in excess of \$250,000, the District is required to negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. *See, 2 CFR 200.324(b).* When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for particular services. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing.

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

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O. Equivalent Products/Description of Technical Requirements—Comparable (Alternate) Products: Where the District's specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meet or exceeds the District's specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are



proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Substitutions for Cause: Vendor may only propose substitutions pursuant to a purchase order submitted by District in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. Vendor must notify the District of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The District must approve all substitutions. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

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

- P. General Compliance and Cooperation—Vendor shall make a good faith effort to work with the District and provide such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

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

3. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,



sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting



agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



Addendum 1
Questions for RFP
Curriculum Resources for Early Literacy

Is the district primarily seeking pre-existing, off-the-shelf programs, or is there interest in custom curriculum development for one or more of the courses listed in the RFP?

The district is open to all proposals, the ideal firm will address the request outlined as closely as possible whether it be a custom or off the shelf solution.

· Does this RFP include two separate bids? Pages 4-10 appear to be focused on curricular materials, but then starting on page 13, it would appear that the ask is for “instructional coaching” for the same courses, along with mention of curricula again. Are these two separate asks, meaning a vendor would submit two separate complete proposals, or would a vendor submit an offering for both curriculum and coaching in one bid response?

The RFP has been amended to clear this up.

· Pages 10, 19, and 20 all have “proposal submission” instructions. Would we follow page 10 instructions for just the curriculum offer and page 19-20 instructions for just coaching?

This has been amended and all proposal requirements should be met.

· Page 20 states: ***Proposals must be submitted by 3:00 pm, Friday, June 21, 2024.*** This is a different date from the date of March 17th listed on page one. Can you clarify?

This has been corrected. The proposals are due by 3:00PM April 17,2025

· Is a formal alignment document showing how any given vendor curriculum formally aligns to the Pennsylvania standards and/or CCSS required, or will a summary suffice?

Either or will suffice.

· Can you clarify whether the intent is to get approved curricula or coaching services on a district “Master List” for schools to choose from on an as needed basis, or is the intent to directly purchase following vendor approval?

This is for district level and the district will choose as needed.