



# **REQUEST FOR PROPOSALS**

*for*

## **Dropout Recovery & Graduation Achievement Services**

**Proposals Due:**

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

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## **Request for Proposal**

### **Dropout Recovery & Graduation Achievement Services**

#### **Allentown School District**

The Allentown School District (ASD) is dedicated to serving the diverse educational needs of every student by igniting their passion for learning and fostering a culture of academic excellence. As part of our 2026 "Lighting the Way" Strategic Plan, the District is committed to expanding innovative pathways that ensure no student is left behind. We recognize that for our Cohort 5 and Cohort 6 students—those who have faced systemic or personal barriers to timely completion—a traditional school setting may no longer be the most effective environment for success.

To this end, ASD is seeking a visionary partner to provide a turnkey Dropout Recovery and Graduation Achievement Program. This initiative is designed to re-engage our near-graduates through a holistic, student-centered approach that blends rigorous Pennsylvania Core-aligned academics with robust Social-Emotional Learning (SEL) and College and Career Readiness (CCR) support. By providing a "fresh start" environment and personalized credit recovery, we aim to empower these students to overcome past obstacles, fulfill their potential, and ultimately earn an Allentown School District diploma. We are looking for an organization that shares our commitment to "getting better together" and possesses the specialized expertise required to turn potential into graduation reality.

All proposals can be sent electronically in PDF format by email to the following:  
[RFP@allentownsd.org](mailto: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 no later than 4:00 p.m. EST on Friday, March 6, 2026.

The Allentown City School District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions prior to the submittal of the RFP are to be directed to:  
*Ali Nastah*  
*Director of Procurement*  
[RFP@allentownsd.org](mailto:RFP@allentownsd.org)

The Department of Procurement is the only contact for this project. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All questions must be submitted via email.

## Introduction

### Statement of Work:

The Allentown School District (ASD) seeks a high-impact partner to execute a specialized, turnkey academic recovery model. A "Re-engagement to Graduation" program designed specifically for students within Cohorts 5 and 6. These students represent a unique demographic that requires more than traditional credit recovery; they require a localized, accessible, and supportive environment that addresses both academic deficiencies and external life barriers.

The primary objective of this partnership is to provide a non-traditional educational setting where students can complete their remaining Pennsylvania graduation requirements while receiving intensive Social-Emotional Learning (SEL) and College and Career Readiness (CCR) support.

This SOW is predicated on a results-driven framework. ASD is looking for a provider that assumes full operational responsibility—from securing a physical location within the City of Allentown to the recruitment and retention of students—while maintaining strict alignment with District and Pennsylvania Department of Education (PDE) standards. Success under this agreement is defined by one clear metric: the successful attainment of an Allentown School District diploma by students who have previously disconnected from the educational system.

### Mission

The mission of the Allentown School District is to serve the diverse educational needs of each student, by igniting their passion for learning and creating an academic culture.

### Vision

The Allentown School District envisions a learning community that increases student achievement by cultivating positive relationships, offering rigorous and meaningful curricula, and by empowering the Allentown community.

### Core Values

To support students in achieving academic excellence and attaining a bright future beyond graduation, we must align our actions and mindsets in order to become a learning community committed to these core values:

#### Collaboration

Cultivating students, staff, families, and community engagement and recognizing that we get better together and all of our strengths are needed.

#### Empowerment

Equipping stakeholders to help students reach their full potential by providing them with the encouragement, resources, support, and opportunities they need to excel.

#### Innovation

Fostering innovation among our staff to design learning experiences and environments that promote a culture of curiosity, creativity, and future readiness.

#### Integrity

Building trust and accountability through honest and transparent communication within our learning community.

#### Respect

Creating the conditions for a positive and welcoming culture where everyone feels safe, valued, empowered, and loved.

## General RFP Terms and Conditions

It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the vendor must be of stable personality, and the highest moral character. Any persons working on school grounds shall obtain the necessary clearances. The cost to obtain these clearances shall be the responsibility of the vendor who is awarded the contract. Copies of the clearances shall be given to the district upon their request.

### 1. Definitions

"District" shall refer to the Allentown School District.

"Vendor" or "Contractor" shall refer to the person, firm, or corporation submitting a proposal and/or awarded the contract.

### 2. Compliance with Laws and District Policy

The Vendor shall comply with all applicable Federal, State, and Local laws, executive orders, and regulations. This includes, but is not limited to, the Pennsylvania Public School Code, the Pennsylvania Right-to-Know Law, and all ASD Board Policies. 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 or applicant, or any member of the public because of race, creed, color, age, sex, or national, nor otherwise commit an unfair, employment practice.

### 3. Clearance Requirements (Act 34, 114, 151, and 168)

If the contract requires the Vendor's employees to have "direct contact with children" as defined by the Pennsylvania Department of Education, the Vendor shall provide the following clearances at their own expense prior to commencement of work:

Act 34: PA State Police Criminal Record Check.

Act 151: PA Child Abuse History Clearance.

Act 114: FBI Federal Criminal History Record.

Act 168: Sexual Misconduct/Abuse Disclosure Releases for all current and past employers.

### 4. Indemnification

The Vendor shall indemnify, defend, and hold harmless the Allentown School District, its Board of Directors, and employees from any claims, suits, or liabilities (including legal fees) arising from the Vendor's performance, negligence, or breach of contract.

### 5. Standard Insurance Requirements

The Vendor shall maintain the following minimum insurance levels, naming Allentown School District as an Additional Insured:

General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate.

Automobile Liability: \$1,000,000 combined single limit.

Workers' Compensation: Statutory limits.

Professional Liability (if applicable): \$1,000,000.

Professional Liability (Errors & Omissions): \$1,000,000.

Sexual Abuse & Molestation Coverage: \$1,000,000 (Mandatory for student-facing programs).

## 6. Termination Clauses

Termination for Cause: The District may terminate the contract immediately for failure to perform or breach of terms.

Termination for Convenience: The District reserves the right to terminate the contract, in whole or in part, with thirty (30) days' written notice without penalty.

## 7. Assignment and Subcontracting

The Vendor shall not assign the contract or subcontract any portion of the work without the prior written consent of the District. Any approved subcontractor must adhere to all terms and conditions of the original agreement.

Nothing in this agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. The Contractor is an independent entity and is responsible for all payroll taxes, benefits, and insurance for its employees.

**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.

## 8. Taxes

The Allentown School District is a tax-exempt entity under the laws of the Commonwealth of Pennsylvania. A Sales Tax-Exempt Certificate will be provided to the successful Vendor upon request.

## 9. Conflict of Interest

The Vendor certifies that no Board Member, officer, or employee of the District has any financial or personal interest in the Vendor's firm or the proposed contract.

## 10. Right to Audit and Records Retention

The District reserves the right to audit the Vendor's books and records pertaining to the contract. The Vendor shall maintain all contract-related records for a minimum of seven (7) years following the final payment.

## 11. Governing Law and Venue

The contract shall be governed by the laws of the Commonwealth of Pennsylvania. Any legal action must be filed in the Court of Common Pleas of Lehigh County.

## Scope of Services

The Allentown School District (ASD) seeks a comprehensive, turnkey solution that transcends the traditional "alternative education" model to provide a true bridge to graduation for our most vulnerable students. The Contractor shall be responsible for the end-to-end management of the **Dropout Recovery and Graduation Achievement Program**, encompassing everything from active community-based recruitment and specialized facility management to the delivery of high-quality, Pennsylvania Core-aligned instruction. This scope of services outlines a performance-driven framework where success is measured not merely by enrollment, but by the tangible re-engagement of students, the mastery of academic standards, and the ultimate conferral of a high school diploma. The following subsections detail the operational, academic, and fiscal requirements necessary to fulfill the mission of the "**Lighting the Way**" Strategic Plan.

### 4.1. Program Target Population

The Contractor shall provide services specifically for students identified by the District as belonging to **Cohort 5 and Cohort 6**. These are students who discontinued enrollment and have the potential to graduate within 5-7 years of their expected graduation year.

- Have completed four or five years of high school but have not yet met graduation requirements.
- Are at risk of "aging out" of the system or dropping out permanently.
- May require significant credit recovery, remediation, or alternative paths to satisfy Pennsylvania Department of Education (PDE) standards.

### 4.2. Student Recruitment and Re-engagement

The Contractor is responsible for the full recruitment lifecycle:

- **Outreach Execution:** Conduct home visits, phone calls, and digital outreach to the District-provided list of eligible students.
- **Enrollment Management:** Facilitate the re-enrollment process in coordination with the ASD Office of Student Services to ensure students are properly coded in the Student Information System (SIS).
- **Retention Planning:** Implement a strategy to maintain a minimum **85% attendance/participation rate** for enrolled students.

### 4.3. Educational Facility Requirements

The Contractor must provide a dedicated learning environment that meets the following criteria:

- **Location:** The facility must be located within the City of Allentown, accessible by public transportation.
- **Lease Responsibility:** The Contractor shall secure, fund, and manage the lease independently.
- **Safety & Environment:** The site must be a "neutral" professional or academic setting (non-residential) that adheres to all local fire, health, and safety codes.
- **Technology:** The Contractor must provide high-speed internet and hardware (laptops/tablets) sufficient for all enrolled students to access curriculum materials simultaneously.

#### 4.4. Instructional Model and Curriculum

- **Academic Alignment:** All coursework must be aligned with **Pennsylvania Academic Standards** and approved by ASD.
- **Blended Learning:** The District prefers a model that combines teacher-led instruction with self-paced digital credit recovery.
- **Staffing Standards:** All instructional staff must hold active **Pennsylvania Teaching Certifications** (Instructional I or II) in their respective content areas.
- **Special Education & ESL:** The Contractor must demonstrate the ability to provide accommodations as outlined in a student's **IEP (Individualized Education Program)** or **504 Plan**, and support for **English Language Learners (ELL)**.

#### 4.5. Holistic Student Supports (SEL & CCR)

The program must extend beyond academics to include:

- **Social-Emotional Learning (SEL):** Integrated daily support to address trauma, attendance barriers, and life-management skills.
- **College and Career Readiness (CCR):** Mandatory "Pathways to Graduation" counseling, including:
  - Assistance with FAFSA and post-secondary applications.
  - Resume building and interview coaching.
  - Connections to local Lehigh Valley workforce partners or trade schools.

#### 4.6. Graduation and Diploma Awarding

- **Credit Verification:** The Contractor shall maintain detailed records of student progress. Once a student has satisfied all ASD graduation requirements, the Contractor will submit a "Graduation Packet" to the District for final audit.
- **Issuance:** Upon successful audit, the student will be awarded a standard **Allentown School District Diploma**.
- **Ceremony:** The Contractor may hold a completion ceremony, but students shall also be eligible to participate in District-wide graduation events if they meet standard participation criteria.

#### 4.7. Data Integration and Reporting

To ensure transparency, the Contractor shall provide:

- **Real-Time Data Access:** Allow designated ASD personnel access to the Contractor's Learning Management System (LMS).
  - **Monthly Performance Reports:** Detailed summaries including enrollment counts, credits earned per student, attendance trends, and SEL intervention logs.
  - **Annual Outcomes Report:** A final report detailing the graduation rate of the total recruited cohort and post-secondary placement status.
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#### 4.8. Accountability and "Pay-for-Success" Billing

In alignment with the District's fiscal responsibility goals, compensation is strictly performance-based:

1. **The Unit of Payment:** One (1) successfully graduated student.
2. **The Rate:** The current ASD Per-Pupil Allocation (PPA) for the current school year.
3. **No-Cost Guarantee:** The District shall incur **zero cost** for students who enroll but do not complete the program or receive a diploma

#### Section 5: Proposal Submission Requirements

To be considered for award, vendors must organize their proposals into the following distinct sections. Failure to include any of these items may result in the disqualification of the proposal.

##### 5.1. Table of Contents

Clear identification of all sections and page numbers.

##### 5.2. Executive Summary

A high-level overview (maximum 2 pages) of the vendor's approach to the Cohort 5 & 6 graduation strategy and their commitment to the Allentown community.

##### 5.3. Technical Proposal (The "How")

This section must directly address the **Detailed Scope of Services** and include:

- **Recruitment Plan:** A step-by-step methodology for locating and re-engaging ASD's disconnected youth.
- **Curricular Framework:** Evidence that the curriculum is Pennsylvania Core-aligned and a description of the Learning Management System (LMS) to be used.
- **SEL & CCR Integration:** Specific examples of the Social-Emotional Learning curriculum and College/Career Readiness activities.
- **Special Education/ELL Plan:** Documentation of how the vendor will meet IEP and 504 requirements in an alternative setting.

##### 5.4. Operational & Facilities Plan

- **Proposed Site:** Address or neighborhood of the intended facility in Allentown. If a lease is not yet signed, provide a letter of intent or a detailed "Site Selection Criteria" report.
- **Security Plan:** Description of on-site safety protocols, student check-in/out procedures, and emergency management.
- **Implementation Timeline:** A Gantt chart or table showing the "Go-Live" sequence from contract signing to first day of instruction.

## 5.5. Organizational Qualifications & Staffing

- **Experience Profile:** A list of at least three (3) school districts of similar size and demographics where the vendor has successfully implemented a dropout recovery program.
- **Staffing Chart:** An organizational chart for the Allentown site, including resumes for the Program Director and Lead Teachers.
- **Credential Verification:** A statement certifying that all staff will hold valid PA Instructional Certifications.

## 5.6. Financial Proposal & Billing Acceptance

- **Fee Structure:** Explicit written confirmation that the vendor accepts the **Performance-Based "Pay-for-Success"** model (Billing only upon graduation at the District's PPA rate).
- **Financial Stability:** The vendor's most recent audited financial statement or a letter from a financial institution certifying fiscal solvency.

## 5.7. Required Legal Attachments

Proposals must include signed copies of the following:

1. Non-Collusion Affidavit (Standard PA Form). X
2. Certification of Insurance: Proof of current coverage or a letter of intent from an insurance carrier.
3. Clearance Affirmation: A signed statement promising that all employees will have current Act 34, 114, 151, and 168 clearances before student contact.
4. Conflict of Interest Disclosure Form.
5. Addendum Acknowledgement form.
6. Non-Collusion Affidavit
7. Debarment Certification
8. EEO Compliance Certification

## RFP Requirements

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, The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

### Submission Details

- **Deadline:** Friday, March 6, 2026 no later than 4:00 PM EST
- **Format:** PDF, submitted electronically to [rfp@allentownsd.org](mailto:rfp@allentownsd.org) Subject line should read as follows: “RFP – COHORT 5&6 RETENTION – COMPANY NAME”
- **Questions:** [rfp@allentownsd.org](mailto:rfp@allentownsd.org) Subject line should read as follows: “RFP – QUESTION(S) - COHORT – COMPANY NAME”.

No proposal received after the deadline will be accepted. Please send via email, Friday, March 6, 2026 no later than 4:00 PM EST to [rfp@allentownsd.org](mailto:rfp@allentownsd.org). All questions must be submitted via email by no later than 11:00 AM EST February 25, 2026 to the above noted email address. An addendum will then be posted on the District’s website at: [www.allentownsd.org/offices/financial-operational-services/bids-and-rfps](http://www.allentownsd.org/offices/financial-operational-services/bids-and-rfps)

Requests for any information concerning this solicitation are to be referred to Department of Procurement at [rfp@allentownsd.org](mailto:rfp@allentownsd.org) or 484-765-4245.

### **RFP Addenda**

In the event that modifications or additions to the RFP become necessary, such items will be posted on the District’s website at [www.allentownsd.org](http://www.allentownsd.org) under Offices > Financial Services > Bids and RFPs.

### **Supporting Documentation**

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

### **Informality of Proposal and Acceptance, Rejection or Selection of Proposal**

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

### **Execution of this “Request for Proposal”**

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

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

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## 8. Timeline

- RFP Issued: February 18, 2026
- Deadline for Questions: February 25, 2026
- Proposal Submission Deadline: March 6, 2026
- Vendor Presentations: March 9, 2026 - March 13, 2026
- Award Notification: TBD

## Evaluation Criteria and Scoring

### Section 6: Evaluation and Selection Criteria

Each proposal will be evaluated by a Selection Committee comprised of District leadership, academic specialists, and financial officers. Proposals will be scored on a **100-point scale** based on the following weighted categories:

#### 6.1. Technical Approach & Program Model (30 Points)

- **Instructional Quality:** Strength of the Pennsylvania Core-aligned curriculum and the effectiveness of the credit recovery platform.
- **SEL & CCR Integration:** Depth of the Social-Emotional Learning framework and the concreteness of the College and Career Readiness transition plans.
- **Special Populations:** Quality of the plan to serve students with IEPs, 504s, and English Language Learner (ELL) requirements.

#### 6.2. Organizational Experience & Proven Results (25 Points)

- **Track Record:** Demonstrated success in increasing graduation rates specifically for **Cohort 5 and 6** demographics in urban school districts.
- **Reference Checks:** Feedback from previous or current district partners regarding the vendor's reliability and student outcomes.
- **Staffing Qualifications:** Experience and certification levels of the proposed leadership and instructional team.

#### 6.3. Operational Readiness & Facility Plan (25 Points)

- **Site Feasibility:** Suitability of the proposed Allentown facility (location, safety, accessibility via public transit).
- **Implementation Timeline:** The ability of the vendor to launch recruitment and instruction within the District's required timeframe.
- **Safety Protocols:** Comprehensive nature of the security and student supervision plans.

#### 6.4. Financial Stability & Model Acceptance (20 Points)

- **Billing Alignment:** Clear, unequivocal acceptance of the "**Pay-for-Success**" billing model.
- **Fiscal Solvency:** Evidence of the organization's financial capacity to lease facilities and hire staff ahead of receiving graduation-contingent payments.

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### 6.5. Evaluation Scoring Rubric

The committee will utilize the following scoring breakdown for each of the four categories above:

Score	Description
<b>Excellent (90-100%)</b>	The proposal exceeds requirements; shows high innovation and a deep understanding of ASD's needs.
<b>Good (80-89%)</b>	The proposal meets all requirements and provides a solid, reliable plan for execution.
<b>Average (70-79%)</b>	The proposal meets basic requirements but lacks detail in key areas (e.g., specific Allentown facility info).
<b>Poor (Below 70%)</b>	The proposal fails to address core requirements or does not accept the performance-based billing model.

**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 or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. *This term shall apply without regard to the Contract amount.*

**Does Vendor agree? YES \_\_                      Initials of Authorized Representative of Vendor**

**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 sub contracts 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**

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 meets 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**

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
  2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
  3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signed the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid.
  4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
  5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
  6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
-

**NON-COLLUSION AFFIDAVIT**

Contract / RFP Number: \_\_\_\_\_

State of: \_\_\_\_\_

County of \_\_\_\_\_

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

I state that:

(1) The price (s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the prices (s) nor the amount of this proposal, and neither the approximate price (s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) \_\_\_\_\_ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by \_\_\_\_\_ (Name of public entity) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall

be treated as fraudulent concealment from \_\_\_\_\_ (Name of public entity) of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Notary Public)

My Commission Expires \_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. Neither the proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public contracts by any federal or state agency.
2. The proposer will notify the School District immediately if its status changes.
3. Any contract awarded may be terminated for cause if this certification is found to be false.

**Firm Name:** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EEO / NON-DISCRIMINATION COMPLIANCE STATEMENT**

The proposer certifies compliance with all applicable federal and state non-discrimination laws, including but not limited to:

- Pennsylvania Human Relations Act
- Title VI and Title VII of the Civil Rights Act
- ADA and Section 504
- Equal Employment Opportunity requirements
- All other applicable equal opportunity statutes

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT FORM**

The proposer acknowledges receipt of the following addenda to the RFP:

- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Conflict of Interest Disclosure Form**

**Project Name:** Cohort 5 & 6 Graduation Initiative

**Vendor Name:** \_\_\_\_\_

**Certification of No Conflict of Interest**

The undersigned Vendor hereby certifies that:

1. **No Financial Interest:** No Board Member, officer, or employee of the Allentown School District (ASD) currently possesses a financial interest, direct or indirect, in the Vendor’s firm or in the proposed contract.
2. **No Personal Interest:** No Board Member, officer, or employee of the District has a personal interest or familial relationship with the owners, officers, or key personnel of the Vendor’s firm that would create a conflict of interest or the appearance of impropriety.
3. **No Gifts or Gratuities:** The Vendor has not provided, and will not provide, any gifts, entertainment, payments, or other items of value to any District official or employee involved in the selection, evaluation, or award process of this RFP.
4. **Ongoing Obligation:** The Vendor has a continuing obligation to disclose to the District any potential conflict of interest that may arise during the term of the contract.

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**Disclosure Statement**

*Check one of the following:*

**NO CONFLICT:** The Vendor certifies that no known conflict of interest exists between the Vendor and the Allentown School District.

**POTENTIAL CONFLICT DISCLOSED:** The Vendor identifies the following potential conflict(s) for the District’s review (e.g., a District employee’s spouse works for the Vendor):

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**Signature and Affirmation**

I hereby certify that the information provided above is true and correct to the best of my knowledge. I understand that any misrepresentation or failure to disclose a conflict of interest may result in the immediate disqualification of the proposal or termination of any resulting contract.

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**(Authorized Signature)**

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**(Printed Name and Title)**

**(Date)**