



REQUEST FOR PROPOSAL

School Program Planning Consultant

For

Bridgeview Academy of Science, Health, Technology & Innovation

Proposals Due:

No later than 11:00 a.m. EST on Monday, February 25, 2026

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1. Program Focus

The Allentown School District (ASD) is intentionally advancing Bridgeview Academy of Science, Health, Technology & Innovation as an AI-themed high school and a flagship site for Healthcare Science and Technology Education pathways.

Bridgeview Academy will serve as a model learning environment that integrates artificial intelligence, rigorous instruction, career-connected learning, and equitable access to high-demand postsecondary and workforce opportunities.

2. Purpose & Background

The Allentown School District seeks proposals from experienced consultants or organizations to design a comprehensive, stakeholder-engaged School Program Plan focused on Healthcare Science and Technology Education pathways at the high school level.

The selected consultant will work collaboratively with ASD to identify, design, and document 21st-century pathways that:

- Prepare students for postsecondary education, industry credentials, and high-demand careers
- Align to Pennsylvania Department of Education (PDE) standards and guidance
- Advance ASD’s strategic priorities outlined in *Lighting the Way: A Blueprint for Innovation and Excellence 2030*
- Support equitable access, rigorous instruction, and coherent implementation

This work will result in a systemic, implementation-ready School Program Plan that addresses curriculum frameworks, instructional resources, professional learning, and a phased rollout strategy.

3. Program Design Expectations

As part of this engagement, the consultant will support ASD in designing pathways that:

A. AI-Integrated Learning Environment

- Position Bridgeview Academy as a **model AI-integrated high school**
- Leverage artificial intelligence to enhance:
 - Instructional design and delivery
 - Personalized learning and student support
 - Healthcare- and technology-based problem solving
 - Career-connected learning and industry simulations
- Integrate AI **responsibly and ethically**, aligned to:
 - PDE standards and guidance
 - District expectations for digital citizenship, safety, and access

- ASD's vision for innovation and future-ready graduates

B. Pathway Design & Curriculum Frameworks

The consultant will support ASD to:

- Engage stakeholders to **co-design Healthcare Science and Technology pathways** responsive to:
 - Student interests
 - Workforce needs
 - Community and regional assets
- Develop a **School Program Plan** that articulates:
 - Pathway structure and sequencing
 - Curriculum coherence and rigor
 - Instructional expectations
 - Student supports and access points
- Align curriculum frameworks and instructional resources to:
 - PDE standards
 - ASD instructional priorities
- Design a **professional development plan** to build educator and leader capacity
- Create a **clear implementation timeline** to guide phased rollout and sustainability

Pathways developed for Bridgeview Academy must explicitly incorporate:

- AI-enabled instructional strategies within healthcare, science, and technology courses
- Interdisciplinary connections (e.g., biomedical science, data analytics, health informatics, engineering, computer science)
- Authentic applications of AI in healthcare and emerging technologies

4. Instructional Resources & Curriculum Alignment

The consultant will:

- Recommend instructional resources and digital tools that support **AI-integrated, standards-aligned instruction**
- Ensure resources are:
 - Appropriate for high school learners
 - Scalable across ASD
- Align curriculum frameworks to:

- PDE standards
- ASD instructional expectations for rigor, coherence, relevance, and access

5. Professional Development Plan

The professional learning plan must include:

- Capacity-building supports for educators at Bridgeview Academy to implement AI-integrated pathways
- Supports for school leaders managing innovation-focused programs
- Ongoing coaching and learning structures to sustain implementation over time

6. Implementation Timeline & Roadmap

The implementation roadmap should:

- Identify Bridgeview Academy as the **initial implementation site**
- Include milestones for **launch (pilot when appropriate), refinement, and scale**
- Account for:
 - Staffing
 - Scheduling
 - Partnerships
 - Infrastructure and technology needs

7. Qualifications Requirements

In addition to previously stated qualifications, proposals must demonstrate:

- Experience supporting **AI-themed or innovation-focused high school programs**, particularly in healthcare, science, or technology education
- Understanding of **ethical and responsible AI integration** in K–12 instructional settings
- Preference may be given to proposers with demonstrated experience designing **AI-enabled learning models** that integrate:
 - Career pathways
 - Industry partnerships
 - Postsecondary alignment

8. Scope of Work & Required Phases

Phase 1: Discovery, Alignment & Needs Assessment

February 16, 2026 – February 27, 2026

Key Activities

- Review ASD strategic documents, graduation data, and existing CTE/pathway offerings
- Analyze PDE standards related to Healthcare Science and Technology Education
- Conduct leadership interviews (district, school, pathway leaders)
- Identify strengths, gaps, and readiness indicators

Deliverables

- Discovery & Alignment Brief
- Design principles aligned to ASD's vision and mission

Phase 2: Stakeholder Engagement & Co-Design

March 2, 2026 – March 12, 2026

Required Engagements

- Student focus groups
- Family and community listening sessions
- Educator and school leader workshops
- Industry, healthcare, and postsecondary partner roundtables

Deliverables

- Stakeholder Engagement Summary with key themes and recommendations
- Identified priority Healthcare Science and Technology pathway options

Phase 3: Curriculum Framework & Instructional Resource Alignment

March 16, 2026 – March 20, 2026

Key Components

- Development/refinement of curriculum frameworks aligned to PDE standards
- Identification and vetting of instructional resources
- Alignment to ASD instructional expectations
- Vertical and interdisciplinary coherence

Deliverables

- Curriculum Framework Overview
- Instructional Resource Alignment Map

Phase 4: Professional Development Plan

March 16, 2026 – March 26, 2026

Key Components

- Professional learning goals aligned to pathway implementation
- Structures for teachers, counselors, and school leaders
- Recommendations for onboarding, coaching, and sustainability

Deliverables

- Professional Development Plan (Years 1–3 Overview)

Phase 5: Implementation Timeline & Final Program Plan

March 18, 2026 – April 1, 2026

Key Components

- Phased implementation timeline (planning, pilot, scale)
- Staffing, scheduling, and partnership considerations
- Metrics for monitoring progress and impact

Deliverables

- Final School Program Plan for Healthcare Science & Technology Pathways
- Executive Summary (Board- and Community-Ready)

9. Proposal Requirements

Proposals must include:

1. **Company Profile**
 - Organizational overview
 - Mission and values
 - Relevant certifications or affiliations

2. Project Approach

- Methodology
- Stakeholder engagement strategy
- Equity, access, and student outcomes focus

3. Qualifications & Credentials

- Expertise in high school education
- Résumés or bios of key staff
- Expertise in curriculum, pathway development, and instructional design

4. Relevant Experience

- High school pathway design
- Alignment to state standards (PDE or equivalent)
- Stakeholder-engaged, systemic planning examples

5. Cost Proposal

- Pricing by phase and deliverable
- Costs related to stakeholder engagement
- Optional or additional services

6. Timeline

- Detailed timeline aligned to February 12 – February 27, 2026

10. Proposal Evaluation Criteria

Criteria	Weight
Experience in High School Program Design and Pathway Development	25%
Alignment to PDE standards & district priorities	20%
Stakeholder engagement quality	15%
Project methodology & deliverables	15%
Team qualifications & expertise	15%
Cost effectiveness & transparency	10%

11. Anticipated Outcomes

Upon completion, ASD will have:

- A coherent, standards-aligned **School Program Plan** for Healthcare Science and Technology pathways
- Strong stakeholder ownership and buy-in
- A clear roadmap for curriculum adoption, professional learning, and implementation
- A scalable model aligned to **21st-century pathways**, workforce readiness, and **Lighting the Way 2030**

Candidates with demonstrated experience in AI integration and/or workforce-aligned pathway design are preferred.

12. Submission Details

- **Deadline: Monday, February 9, 2026 no later than 11:00 AM EST**
- Format: PDF, submitted electronically to rfp@allentownsd.org Subject line should read as follows: “RFP – CURRICULUM DESIGN – COMPANY NAME”
- Questions: rfp@allentownsd.org Subject line should read as follows: “RFP – QUESTION(S) - CURRICULUM DESIGN – COMPANY NAME”.

No proposal received after the deadline will be accepted. Please send via email, **Monday, February 9, 2026 no later than 11:00 AM EST** to rfp@allentownsd.org. All questions must be submitted via email by no later than **11:00 AM EST January 26, 2026** to the above noted email address. An addendum will then be posted on the District’s website at: www.allentownsd.org/offices/financial-operational-services/bids-and-rfps

Requests for any information concerning this solicitation are to be referred to Department of Procurement at 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 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.

Cost and Pricing Data

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

Timeline

- RFP Issued: January 16, 2026
- Questions Due: January 26, 2026
- Proposal Submission Deadline: February 9, 2026
- Selection Announcement: TBD
- Project Start: TBD

Unacceptable Work

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

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

Allentown School District

1. INDEMNIFICATION.

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

2. INSURANCE.

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

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

3. INSURANCE REQUIREMENTS.

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

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

4. OTHER INSURANCE REQUIREMENTS.

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

any other coverage available to the ALLENTOWN SCHOOL DISTRICT, including, without, limitation, coverage maintained by the ALLENTOWN SCHOOL DISTRICT wherein the ALLENTOWN SCHOOL DISTRICT is the named insured, and that no act or omission shall invalidate the coverage.

- (g) Contractor shall require all COMPANYS (of every tier) to meet the same insurance criteria as required of the Contractor. The COMPANYS' insurance must name the ALLENTOWN SCHOOL DISTRICT as additional insureds. The Contractor shall maintain each COMPANY's certificate of insurance on file and provide such information to the ALLENTOWN SCHOOL DISTRICT for review upon request.
- (h) Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
- (i) Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to ALLENTOWN SCHOOL DISTRICT for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless ALLENTOWN SCHOOL DISTRICT provides Contractor with a written waiver of the specific insurance requirement.
- (j) None of the requirements contained herein as to the types, limits, or ALLENTOWN SCHOOL DISTRICT's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with ALLENTOWN SCHOOL DISTRICT, or otherwise provided by law.
- (k) Failure of Contractor to provide insurance as herein required or failure of ALLENTOWN SCHOOL DISTRICT to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

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? _____ 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.

A. 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

B. 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

C. 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

D. 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

E. 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.

F. 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.

G. 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

Request for Proposal
School Program Consultant
Addendum 1

1. The due date for proposals is being extended to February 25, 2026