



# **REQUEST FOR PROPOSALS**

*for*

## **Supplemental Digital Adaptive Curriculum Resources for Elementary Mathematics, K-5**

**Proposals Due:**

**No later than 4:00 p.m. EST on Friday, February 27, 2026.**

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## Request for Proposal

### Supplemental Digital Adaptive Curriculum Resources for Elementary Mathematics, K-5

#### Allentown School District

The Allentown School District (ASD) is a large urban school system in the Commonwealth of Pennsylvania, serving a vibrant and diverse community in the heart of the Lehigh Valley. With a rich history of academic tradition and a student population of approximately 16,500 learners across 25 schools, the District serves as a vital anchor for the city of Allentown. ASD is dedicated to the mission of providing a high-quality, equitable education that empowers every student to realize their full potential, regardless of their background or starting point. Our district takes pride in its cultural tapestry, supporting a wide array of linguistic and socioeconomic experiences with a focus on innovation, inclusivity, and 21st-century readiness. By fostering strong partnerships between educators, families, and the community, the Allentown School District remains steadfast in its commitment to graduating students who are college and career-ready and prepared to lead in a global society.

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, February 27, 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) is committed to fostering an environment of academic excellence and equitable access for all learners within our diverse educational community. To advance this mission, the District is formally soliciting proposals from qualified, innovative vendors to provide a supplemental, digital adaptive resource designed specifically for K-5 Mathematics. This initiative is not merely a technical acquisition but a strategic investment in our core instructional framework, aimed at providing a personalized learning experience that adapts in real-time to the unique needs of each student. The selected solution must seamlessly integrate with our existing K-5 mathematics curriculum, reinforcing foundational concepts while providing the rigorous scaffolding necessary to close achievement gaps and accelerate proficiency in alignment with the Pennsylvania Core Standards. Beyond simple digital delivery, the District seeks a partnership that prioritizes data-informed instruction, offering educators robust analytics to guide small-group interventions and providing students with an engaging, interactive platform that builds mathematical confidence and procedural fluency across all grade levels.

### 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

To ensure a rigorous and equitable mathematical foundation, the District requires a comprehensive digital solution that serves as a cornerstone for differentiated instruction. The primary objective is to procure a research-based, technology-driven platform aligned with the Pennsylvania Core Standards. The selected service provider will be expected to deliver a multi-faceted resource that functions as both a prescriptive learning tool for intervention and an adaptive catalyst for enrichment. This scope encompasses the licensing of high-quality digital content, assessment suites, and a robust partnership in professional efficacy to empower ASD educators.

### 1. Instructional & Adaptive Requirements

- Adaptive Learning Pathways: A platform that uses diagnostic or real-time performance data to adjust the difficulty and sequence of content for individual students.
- Prescriptive Intervention: Ability to identify specific skill gaps (e.g., base-ten operations, fractions) and provide targeted instructional scaffolds.
- Standards Alignment: Full alignment with Pennsylvania Core Standards for Mathematics and the Standards for Mathematical Practice.
- Differentiation: Resources specifically designed for English Language Learners (ELL)—including Spanish language support—and students with Individualized Education Programs (IEPs).

### 2. Assessment & Reporting

- Assessment Suite: Inclusion of formative, benchmark, and summative assessments that mirror the rigor of the PSSA (Pennsylvania System of School Assessment).
- Data Dashboards: Real-time reporting for teachers and administrators to monitor student growth, usage, and mastery at the student, classroom, and school levels.
- Predictive Analytics: Tools that help educators predict student performance on state-level benchmarks.

### 3. Professional Development (PD)

- Initial Training: Comprehensive onboarding for all K-5 teachers and administrators.
- On-site & Virtual Coaching: Options for "in-the-classroom" support and asynchronous digital training modules.
- Data Leadership: Training specifically for school leaders on how to interpret platform data to improve school-wide outcomes.

#### 4. **Technical & Security Specifications**

To ensure seamless integration into the ASD ecosystem, the proposal must satisfy:

- **Single Sign-On (SSO):** Integration with existing platforms.
- **Device Compatibility:** Optimized for District-issued Chromebooks and iPads (1:1 environment).
- **Data Privacy:** Strict compliance with FERPA, COPPA, and Pennsylvania data privacy laws. Vendor must be willing to sign the ASD Data Privacy Agreement (DPA).
- **Accessibility:** Compliance with WCAG 2.1 Level AA standards to ensure usability for students with visual or hearing impairments.

#### 5. **Proposal Submission Requirements**

Vendors must submit their proposals organized into the following sections:

1. **Executive Summary:** A high-level overview of the solution and company mission.
2. **Vendor Profile:** History of the company, experience with large urban districts, and financial stability.
3. **Program Description:** Detailed breakdown of the adaptive engine, pedagogical philosophy, and alignment to PA Core Standards.
4. **Implementation Plan:** A proposed timeline for a District-wide rollout.
5. **Technical Requirements Form:** Confirmation of SSO, LMS, and security capabilities.
6. **Cost Proposal:** Itemized pricing for a 3-year contract, including per-student licensing and PD costs.
7. **References:** At least three (3) references from school districts of similar size (15,000+ students).

## 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, February 27, 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 – K5MATH – COMPANY NAME”
- **Questions:** [rfp@allentownsd.org](mailto:rfp@allentownsd.org) Subject line should read as follows: “RFP – QUESTION(S) – K5MATH – COMPANY NAME”.

No proposal received after the deadline will be accepted. Please send via email, Monday, February 27, 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 20, 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.

8. Timeline

- RFP Issued: February 9, 2026
- Deadline for Questions: February 20, 2026
- Proposal Submission Deadline: February 27, 2026
- Vendor Presentations: March 9 , 2026 - March 13, 2026
- Award Notification: March 19, 2026

### Evaluation Criteria and Scoring

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:

Proposals will be evaluated based on the following weighted scale:

- **30% - Pedagogical Alignment:** Quality of content and alignment to PA Core Standards.
- **25% - Adaptive Functionality:** Sophistication of the adaptive engine and ease of use.
- **20% - Cost-Effectiveness:** Overall value and transparency of the pricing model.
- **15% - Technical Compatibility:** Seamless integration with ASD's current IT infrastructure.
- **10% - Professional Development:** Quality and depth of the teacher training plan.

## 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 businessenterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

**Does the Vendor agree to the above terms? YES\_\_ Initials of Authorized Representative of Vendor**

**K.** Domestic Preferences (2 C.F.R. 200.322)-Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to 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:** \_\_\_\_\_

**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)**

RFP - Supplemental Digital Adaptive Curriculum  
Addendum 1 - Issued 2/19/2026

Q&A

- Since this supplemental product would be used alongside the core math curriculum, can you confirm whether the district still plans to use enVision as its K–5 core math program?

Yes

- Our product is sold on a per-school basis, not a per-student basis. Will the district consider purchasing on a per-school basis instead of per-student?

Yes

- Can the assessment suite (formative, benchmark, and summative assessments) referenced on pg. 7 of the RFP, be paper assessments, or are they required to be digital?

Digital

- ASD Data Privacy Agreement. Will the District please provide a copy of the ASD for vendors to review?

**The District will provide a copy of the agreement to the selected vendor.**

- RFP p. 8, 5. Proposal Submission Requirements—6. Cost Proposal. To support pricing and the professional development, please provide a breakdown of the number of teachers and students by grade, as well as the number of staff who will require training.

**Students/Teachers:**

K-1180/75

First - 1338/85

Second - 1587/95

Third - 1263/75

Fourth - 1219/75

Fifth - 1118/70

- RFP p. 8, 5. Proposal Submission Requirements—6. Cost Proposal. Please clarify if the District plans to purchase all three years upfront or annually.

**The district has not decided on the contract lifespan at this stage in the process.**

- RFP p. 8, 5. Proposal Submission Requirements—6. Cost Proposal. Please clarify if vendors are required to provide a total cost for year 1 only or each of the years 1-3.

**Total cost for each year is required.**

- How many students is this solution for?

**Students/Teachers:**

K-1180/75

First - 1338/85

Second - 1587/95

Third - 1263/75

Fourth - 1219/75

Fifth - 1118/70

- Does the district anticipate awarding multiple vendors?

The district will make this decision based on our review of the proposals.

- Does the district plan to purchase annually or for the 3 years?

The District will make this decision after reviewing proposals.

- What is the process to update pricing?

To update pricing after award the district will work with the selected vendor through a change order process that would be inline with the agreement.

- Will the district be awarding multiple vendors? Or do vendors need to cover all grades K-5 in their supplemental resource?

The proposals should adhere to the request as much as possible. The district does have the right to award portions of, all of, or none of a proposal.

- In other words, if a vendor's solution covers grades 4-9, will they be eligible to submit a proposal for this RFP for just 4th and 5th grades?

You may submit a proposal for certain grades only. If this solution is feasible or not will be reviewed in the proposal review process.

- Is there a plan to use the same supplemental resource for grades 6-8 in the future?

We are currently focused on the request that is published. Any future needs will be communicated.

- On page 3, it references 5. Technical Requirements Form. Is this a form that you can provide for us to fill out or is this just an acknowledgement of technological capabilities?

This is just a request for the proposers to acknowledge their technological capabilities.

- RFP page 8 states that Proposal section 5 should include a Technical Requirements Form; could ASD provide this form?

This is just a request for the proposers to acknowledge their technological capabilities.

- RFP page 9 under Execution of this RFP states "Proposals must be accompanied by the RFP of the Allentown School District, which is to be incorporated therein by reference." Does this mean the vendor needs to just clearly state which RFP the proposal is intended for?

Yes

- What is ASD's current K-5 math curriculum?

EnVision

- What SSO and LMS solutions are ASD currently using?

SIS: PowerSchool, LMS: Google Classroom, SSO: CLEVER/Google