



REQUEST FOR PROPOSALS

for

21st Century Community Learning Centers (21st CCLC)

Academic Enrichment Providers

Proposals Due:

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

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Request for Proposal

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

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 30, 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

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 has been awarded grant funding from the Pennsylvania Department of Education (PDE) to implement the Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) program. This program is designed to provide a broad range of high-quality academic support, enrichment, and family engagement opportunities during after-school and summer hours for students and their families.

The 21st CCLC program supports initiatives that:

1. Provide opportunities for academic enrichment, including tutoring and academic support services to help students, particularly those attending low-performing schools meet Pennsylvania's state academic standards.
2. Offer students a wide array of enrichment services, programs, and activities that complement and reinforce the regular academic program. These may include youth development activities, service learning, nutrition and health education, drug and violence prevention programs, counseling services, arts and music programs, physical fitness and wellness activities, technology education, financial literacy, environmental literacy, mathematics and science enrichment, career and technical education programs, internships or apprenticeships, and connections to in-demand industry sectors for high school students.
3. Provide meaningful family engagement opportunities that support families in actively participating in their children's education, including literacy programs and other educational development opportunities for parents and guardians.

The Allentown School District is committed to ensuring that all students have access to the supports and services they need to succeed academically and develop the skills necessary to thrive in college, careers, and life.

To support this goal, the District seeks to partner with qualified public and private organizations, including community-based organizations, nonprofit organizations, and faith-based entities with demonstrated experience in delivering high-quality academic enrichment and family engagement programming. Selected partners will collaborate with the District to implement programming aligned with the District's Comprehensive Strategic Plan, "*Lighting the Way: A Blueprint for Innovation and Excellence 2030.*"

This strategic plan reflects the District's commitment to advancing opportunity, innovation, and excellence for 16,700 students and 2,500 staff members, while strengthening partnerships with families and the broader community.

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.

Scope of Services

The Allentown School District (hereafter referred to as “ASD” or the “District”) seeks to establish contracts with a cohort of qualified service providers to deliver high-quality, guideline-compliant 21st Century Community Learning Centers (21st CCLC) program services. Through this Request for Proposal (RFP), the District intends to partner with organizations capable of implementing safe, structured afterschool and/or summer programming that supports the academic, social, and developmental needs of students in kindergarten through grade twelve.

These programs are expected to provide students with a range of activities intentionally designed to promote learning, skill development, and enrichment beyond the traditional school day.

The following section outlines the service expectations and performance requirements that selected providers must meet. Proposals should clearly demonstrate the organization’s capacity to deliver all elements described in this section. Failure to address or sufficiently describe the ability to meet these requirements may result in a reduction in evaluation points. The District will review proposals using the objective criteria outlined in this RFP and may make multiple awards to qualified providers.

ASD is requesting that selected providers design and deliver afterschool and/or summer programming that supports student success in school and beyond, while enhancing the District’s existing academic model. Programming must clearly demonstrate how the Provider’s proposal incorporates the following core program components:

- **Alignment with the District Strategic Plan:** Providers must demonstrate how their proposed programming aligns with one or more of the seven strategic priorities outlined in the Allentown School District’s Comprehensive Strategic Plan, *Lighting the Way: A Blueprint for Innovation and Excellence 2030*. Proposals should clearly describe how the program will support the District’s goals for student success, innovation, and community partnership.
- **Attendance Expectations:** Approved Providers are expected to collaborate with assigned District staff to support positive attendance initiatives and student engagement strategies. ASD seeks innovative providers capable of promoting strong student participation and retention. Programs must maintain an average daily attendance rate of at least 85 percent of approved funded seats filled by enrolled students. Attendance will be calculated based on the average daily participation of students across all scheduled hours of program operation.
- **Service Delivery Requirements:** All services must be delivered during out-of-school hours, including before school, after school, summer, or weekends, as applicable. The 21st CCLC program is not a drop-in program, and students are expected to attend regularly. Providers may choose to offer school year, summer or year-round programming.
 - **School Year Programming-** School year programs operate Monday through Thursday for approximately 36 weeks during the academic year, from September through June, or until the final week of the regular school year. Programs operate a minimum of 12 hours per week, four (4) days per week for at least three (3) hours per day, with typical program hours running 3:30 p.m.–6:30 p.m. for elementary schools and 2:45 p.m.–5:45 p.m. for middle and high schools.
 - **Summer Programming-** Summer programs operate Monday through Thursday, 8:30 a.m. – 12:30 p.m. for at least six (6) weeks, 12 hours per week. Ideally, summer programming should prioritize students who participated in the school year program and should coordinate with other summer initiatives to expand opportunities for participating students.

- **Social Emotional Wellness:** The ASD 21st Century Community Learning Centers Program prioritizes social-emotional wellness as foundational to student success. Providers must demonstrate how their programming will:
 - Create meaningful and engaging experiences for ASD students
 - Foster safe and supportive environments
 - Build positive relationships among peers and adults
 - Support emotional regulation and coping skills
 - Reinforce students' ability to manage everyday life challenges
 - Promote overall health and well-being

Proposals must explain how social-emotional learning (SEL) principles will be integrated into program design and delivery. Providers must also include a program outline describing planned activities on a weekly, monthly, or session-based schedule.

- **Student-to-Staff Ratio:** Providers must maintain a maximum student-to-staff ratio of 10:1 across elementary, 12:1 in middle, and 15:1 in high school programs.
- **Supplies and Equipment:** Providers are responsible for furnishing all necessary program supplies and equipment, including academic, enrichment, and athletic materials required to implement the program.
- Providers must also collaborate with school administrators and District staff to ensure programming aligns with student needs and complements existing school-based supports.

Funding Priorities

Applicants must address **one or more of the following funding priorities** in their proposal objectives. Providers may qualify under multiple priority areas.

Priority 1: Enrichment Activities

Providers may offer specialized youth development activities such as:

- **STEM and STEAM Education:** robotics, coding, hands-on science, digital media
- **The Arts:** visual arts, music, dance, theater, culinary arts
- **Health and Wellness:** social-emotional learning, physical fitness, nutrition education
- **Career Readiness:** entrepreneurship, financial literacy, leadership development
- **Community Partnerships:** collaboration with local museums, environmental organizations, and cultural institutions

These activities will supplement existing academic supports such as teacher-led tutoring, homework assistance, and Amira individualized learning supports. English Language Learners (ELL) will also have access to an ELL teacher to support full participation and engagement. Grant funds may support the purchase of STEM, STEAM, and ELL enrichment supplies.

Priority 2: Academic Achievement

Providers must offer consistent academic support programming, including tutoring and homework assistance aligned with the District's academic curriculum in English Language Arts (ELA), Mathematics, and Reading.

Providers must supply the curriculum and training necessary for staff implementing academic support activities.

Priority 3: Family Engagement

Research consistently demonstrates that parent and guardian involvement positively impacts student achievement. Providers proposing family engagement programming must clearly outline how families will be actively involved. At minimum, Providers must:

- Host four (4) family engagement events per grant year
- Provide meaningful opportunities for parent and guardian participation
- Offer family learning opportunities in areas such as:
 - English language development
 - Mental health awareness
 - Employment readiness
 - Financial literacy
 - Technology education
 - GED preparation
 - Parenting skills

District Support

The District will provide:

- Free use of facilities at designated school sites
- Lunch or dinner for participating students during program hours
- Collaboration with school administrators and staff in the design and implementation of programming

Final financial allocations will be determined based on the number of students enrolled and actively participating in the afterschool program at each site.

The chart below identifies the school site locations currently operating under the ASD 21st CCLC program, including the grade levels served and the number of students that can be accommodated at each site.

Grant	Site Locations	Grades Served	# of students served summer/school year
Cohort 11A	Hays Elementary	3-5	48/45
	Sheridan Elementary	3-5	48/45
	Washington Elementary	3-5	48/45
Cohort 11B	Dodd Elementary	3-5	48/45
	Jefferson Elementary	3-5	48/45
	Roosevelt Elementary	3-5	48/45
Cohort 11C	Mosser Elementary	3-5	63/45
	Ritter Elementary	3-5	63/45
Cohort 12A	Jackson Early Childhood Center	Kindergarten	20/20
	Muhlenberg Elementary Ramos	K-5	95/95
	Elementary	K-5	120/120

Cohort 12B	Central Elementary	K-5	110/110
	Lehigh Parkway Elementary	K-5	37/37
	Union Terrace Elementary	K-5	88/88
Cohort 12C	Bridgeview Academy	9-12	40/40
	Dieruff High School	9-12	40/40
	Harrison-Morton Middle School	6-8	60/60
	South Mountain Middle School	6-8	60/60
Cohort 12D	Allen High School	9-12	58/58
	Raub Middle School	6-8	70/70
	Trexler Middle School	6-8	70/70

Contract Term

The term of the contract shall begin on [June 22, 2026] and end on [June 30, 2027], with the option for a one-year renewal contingent upon program evaluation and the availability of funding. The District reserves the right to extend contracts on a year-to-year basis.

All payment conditions will be outlined in the final contract agreement. Providers who elect to renew must still submit a proposal during the open Request for Proposals (RFP) application period. As part of the renewal submission, providers will be required to reflect on their previous programming within the 21st Century Community Learning Centers (21st CCLC) program and describe any planned improvements or enhancements for the upcoming program year.

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

Proposals, including any/all attachments, cover letter, tabs, and completed responses should not exceed twenty-five (25) pages in length on 8 1/2" X 11" paper, single-spaced using a minimum font size of 12 pt.

All proposals must include:

Proposal Requirements

All proposals must include the following information and supporting documentation. Each section below outlines the required content that must be addressed in the proposal submission.

1. Organizational Summary and Experience: **Provide a brief summary of your organization's history, mission, goals, and key achievements.**
 - Indicate whether your organization is a current or previous ASD 21st Century Community Learning Centers (21st CCLC) Enrichment Partner.
 - If not, provide a summary of your organization's programming experience and, if available, impact data demonstrating program effectiveness.

Additionally, please address the following:

- How many school sites can your organization serve per day?
- How many days per week can your organization provide programming?
- What grade levels do you intend to serve?
- What is the proposed number of students your organization intends to serve through this funding?

Applicants must also describe their organization's capacity to serve the proposed number of students. If possible, include examples demonstrating how your organization previously served a similar number of students or provide a plan that demonstrates your organization's capacity to do so.

2. Alignment with the ASD Strategic Plan: **Select one to two priorities from the Allentown School District's Comprehensive Strategic Plan, *Lighting the Way: A Blueprint for Innovation and Excellence 2030*, and describe how your organization will incorporate these priorities into program design and delivery.**
3. Attendance Strategy: **Provide a detailed strategy describing how your organization will achieve and maintain a minimum of 85% daily student attendance in the program.**
4. Social Emotional Wellness: **Explain how social-emotional learning (SEL) principles will be incorporated into program design and implementation to support student well-being, positive relationships, and emotional development.**

5. Funding Priorities Narrative: **Applicants must complete the required narrative components for each priority area they are applying to support.**

Priority 1: Enrichment Activities

Proposals must include the following:

- Identify the program focus area(s) (e.g., STEM/STEAM Education, Arts, Health & Wellness, Career Readiness, Community Partnerships).
- Provide a narrative overview describing the program purpose and content.
- List the program objectives.
- Describe typical program session topics and activities.
- Identify expected outcomes, including what students will know or be able to do as a result of participation.
- Explain the evaluation methods used to determine whether program objectives and outcomes are achieved.

Priority 2: Academic Achievement

Proposals must include the following:

- Identify the academic focus areas (English Language Arts, Mathematics, and Reading).
- Explain how program activities will increase student proficiency in these subject areas.
- Provide a detailed description of program activities and how they align with targeted student outcomes.
- Indicate whether the organization has established curriculum and lesson plans. Include a sample unit plan and sample lesson plans as part of the proposal submission.
- Provide at least two specific and measurable learning goals for participating students and describe how progress toward these goals will be measured.

Priority 3: Family Engagement

Proposals must include the following:

- Describe how the program will engage families and the broader community.
- Detail the plan to host four (4) family engagement events per grant year, including the types of activities that will be offered.
- Provide examples of how your organization has previously engaged families in programming, or provide a plan that demonstrates your strategy for engaging families.

6. Staff Credentials and Experience: **Provide information on staff qualifications, required clearances, and experience working with diverse student populations, including English language learners and students from varied backgrounds.**

7. Budget Proposal and Cost Structure: **Submit a detailed program budget that includes all costs associated with program delivery, including staffing and program expenses. The budget must specify:**

- Hourly rate
- Number of proposed sessions (minimum of 1 and maximum of 48 sessions per calendar year)

- Number of staff involved
- Total cost of service

8. References: **Submit a minimum of two (2) letters of reference on behalf of the organization submitting the proposal. References must be from schools, school districts, governmental entities, or professional organizations that have been substantially served by the organization.**

9. Provided **submission sheet.**

- **Deadline:** Friday, March 27, 2026 no later than 4:00 PM EST
- **Format:** PDF, submitted electronically to rfp@allentownsd.org Subject line should read as follows: “RFP – 21CENTURY – COMPANY NAME”
- **Questions:** rfp@allentownsd.org Subject line should read as follows: “RFP – QUESTION(S) – 21CENTURY – COMPANY NAME”.

No proposal received after the deadline will be accepted. Please send via email, Friday, March 27, 2026 no later than 4:00 PM EST to rfp@allentownsd.org. All questions must be submitted via email by no later than 11:00 AM EST March 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

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

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.

8. Timeline

- RFP Issued: March 13, 2026
- Deadline for Questions: March 20, 2026

- Proposal Submission Deadline: March 37, 2026
- RFP Review: March 30, 2026 – April 1, 2026
- Award Notification: April 27, 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:

Category	Weight	Criteria for High Score (Exemplary)
Program Design & Enrichment	20%	Innovative, student-centered curriculum; includes specific weekly/monthly agendas and high-quality sample materials.
Cost Proposal and Value to the District	20%	Transparent hourly rates; reasonable cost-per-student ratio; all grant-allowable expenses clearly labeled.
Attendance & Retention Strategy	15%	Proactive, data-driven plan to maintain 85% daily attendance ; includes specific incentives and family communication loops.
SEL & Student Wellness	15%	Comprehensive integration of CASEL competencies; focus on trauma-informed care and building positive adult-student rapport.
Evidence-Based Practices (EBP)	10%	Clear alignment with ESSA evidence tiers; includes measurable SMART goals and robust pre/post-assessment tools.
Family Engagement & Alignment with Strategic Plan	10%	Detailed plan for 4 annual events that provide "Family Learning" (e.g., GED, financial literacy) rather than just passive observation.
Staffing & Qualifications	10%	All clearances confirmed; staff reflects the diversity of ASD; experience with ELL and Special Education populations.

Upon the release of this RFP and during the conclusion of the selection process, there shall be no communication between any prospective respondents, their lobbyist(s) or agent(s) and any employee of ASD or its elected Board of Directors, except as provided for in the RFP. Any violation of this provision by any prospective firm and/or its agent shall be grounds for immediate disqualification.



General 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

(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 damage 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 ensure the provisions of this section and other contractual indemnification assumed by the [COMPANY] in the contract.
- (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 damage 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 ensure the provisions of this section and other contractual indemnification assumed by the [COMPANY] in the contract.

5. Insurance Requirements

The insurance levels outlined in this request represent the minimum acceptable coverage. Please be advised that these limits serve as a baseline and do not necessarily reflect the full scope of protection required for every contract. Depending on the nature of the services, the scale of the project, or the potential risks involved, the District reserves the right to mandate additional coverage or higher liability limits. Vendors must be prepared to adjust their policies to meet these specific demands upon request to ensure full compliance and protection for both parties.

- (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 from 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:

Attn.: Robert W. Whartenby, Ed.D., COO
ALLENTOWN SCHOOL DISTRICT
31 S. Penn Street, Allentown, AP 18102

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, ¹⁶transporting, 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.

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

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.

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? _____ 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? _____ Initials of Authorized Representative of Vendor

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.
- 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. 20

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 ___ No ___ (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? ___ 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 ___ No ___ (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 Vendor agree? _____ 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 Vendor agree? _____ 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? _____ 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 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 name product in the specifications.

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? _____ Initials of Authorized Representative of Vendor

P. General compliance and cooperation- vendor shall make 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 record keeping requirements and contract cost and price analyses required.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

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. 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 goods or 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.

Exhibit A

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

State of _____ :
County of _____ : :S.S.

I state that I am _____ (Title) of _____ (Name of my 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 bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
5. _____, 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 The Allentown School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Allentown School District of the true facts relating to the submission for this contract.

Name & Company Position

Notary Public

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY of
_____, 20____.

My Commission Expires:

Exhibit B

IRAN DIVESTMENT ACT CERTIFICATION

The undersigned hereby certifies that:

1. The proposer is not engaged in investment activities in Iran as defined under the Pennsylvania Iran Divestment Act of 2014.
2. The proposer is not listed on the Pennsylvania Department of General Services Iran Divestment List.
3. The proposer understands that providing false certification may result in termination of any contract awarded and may subject the proposer to legal penalties.

Firm Name: _____

Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

Exhibit C**DEBARMENT & 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: _____

Exhibit D**CERTIFICATE OF CORPORATE AUTHORITY**

I, _____, Secretary of

_____ (Firm), certify that:

1. The Board of Directors has authorized _____
(Name and Title) to execute proposals, contracts, and related documents on behalf of the firm.
2. This authorization remains in effect until revoked in writing by the firm.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this
_____ day of **2026**.

Signature of Corporate Secretary: _____

Printed Name: _____

Title: _____

Corporate Seal (if applicable)

Exhibit E**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: _____

Exhibit F

ADDENDA ACKNOWLEDGMENT 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.

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):

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.

(Authorized Signature)

(Printed Name and Title)

(Date)



Request for Proposal

RFP SUBMISSION FORM

Organization Name: _____

Primary Contact Name: _____

Title: _____ Email: _____

Phone: _____ Address: _____

City: _____ State: _____ Zip: _____

EIN: _____

Proposed Hourly Rate: \$ _____ Total Number of Staff: _____

Total Number of Sessions: _____ Total Proposed Contract Amount \$ _____

Authorization & Firm Offer

By signing below, the respondent certifies that they are an official authorized to bind the organization. This proposal is firm and irrevocable for a period of **one hundred twenty (120) days** from the date of receipt by the Allentown School District.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

All proposals must include:

1. Detailed program description and enrichment focus. Proposals must include examples of materials covered and agendas.
2. Alignment with ASD Strategic Plan 2030
<https://www.flipsnack.com/8B68F9FF8D6/lighting-the-way-a-blueprint-for-innovation-and-excellence-2030-c3sdaa8cjl/full-view.html>
3. Strategy to achieve and maintain 85% daily attendance
4. Evidence-based practices and measurable outcomes
5. Social Emotional Learning integration
6. Staffing qualifications, clearances and experience serving diverse student populations
7. Budget proposal and cost structure including an hourly rate, number of proposed sessions, number of staff and total amount of these services
8. How your proposal will enhance the district’s strategic plan and further enhance student learning.
9. Provided submission sheet.

RFP - 21st Century Academic Enrichment Providers
Addendum - Issued 3-25-26

- 1. Questions Deadline Extended to 3/27/25**
- 2. Proposal Submission Extended to 3/31/25**

RFP - 21st Century Academic Enrichment Provider
Q & A

1. I'm writing with a question about application page limits. There are over 20 pages that are provided in the RFP to be included with a submission that are the contract terms, attestation pages, etc. It seems to me that they would **not be** included in the 25-page limit. Is that the case, please let me know.

A. The 25 Page limit is the limit on the proposal, and does not include the required forms.

2. Do all the Exhibits, Submission Form, and Conflict of Interest forms count towards the 25-page limit?

A. No

3. In the Terms and Conditions, do we need to initial and submit the pages that requires initials or are those simply included as a sample contract? If they need to be submitted, do they count towards the 25-page limit?

A. Yes you will need to initial and submit them with the proposal. They do not count towards the page limit.

4. Do we have to serve a full cohort and can we select individual schools to serve within a cohort?

A. Providing services to the entire cohort is not required; however, PDE prefers that we offer similar services across all schools in the cohort when possible.

5. Will the district provide students with transportation?

A. We typically provide transportation for field trips during summer programming.

RFP - 21st Century Academic Enrichment Providers
Addendum - Issued 4-1-26

1. Proposal Submission Extended to 4/8/26