

# REQUEST FOR PROPOSALS

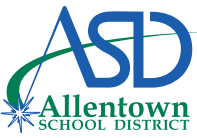


**Proposals Due:  
No Later Than 2:00 P.M. EST.**



***ISSUED BY:***

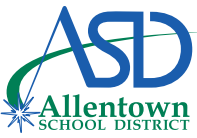
Office of Financial Services  
Department of Procurement  
Allentown School District  
31 South Penn Street  
Allentown, Pennsylvania 18102  
484-765-4245  
rfp@allentownsd.org



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## **1. Introduction**

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### **Key Dates:**

**Issue Date:**

**Mandatory Pre-Bid Meeting:**

**Deadline for Questions:**

**Proposal Due Date:**

**Anticipated Award Date:**

### **RFP Contact Information:**

Department of Procurement  
Office of Financial Services  
31 S. Penn Street Allentown, PA 18102  
484-765-4245

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: Department of Procurement via email to [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.

## 2. Project Overview

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### 2.1 Background

### 2.2 Purpose

### 2.3 Objectives

### 2.4 Scope Summary

Unless explicitly stated otherwise within this Request for Proposal (RFP), the selected Vendor is responsible for providing all necessary equipment, materials, software, and tools required to fulfill the scope of work. Any requirements for client-provided resources must be clearly identified and justified within the Vendor's proposal.

## 2.5 Contract Term

## 2.6 Roles & Responsibilities

**2.7 Budget** This section does not apply. There is no cost to the Allentown School District  
ASD does not publish a budget for this procurement.  
Vendors shall propose competitive pricing reflective of market conditions and service requirements.

## 2.8 Reservation of Rights

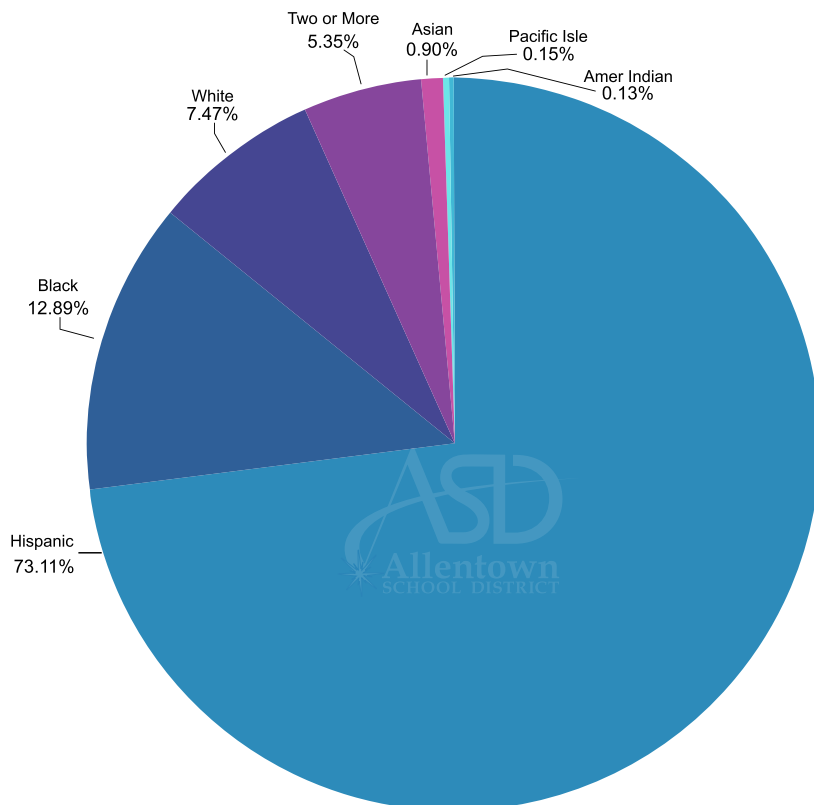
- ASD reserves the right to:
- Reject any or all proposals
  - Request additional information
  - Negotiate terms
  - Award multiple contracts if in ASD's interest
  - Terminate the RFP at any time

## Demographics

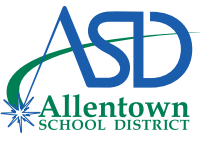
The Allentown School District (ASD) serves approximately 17,000 students from Pre-Kindergarten through Grade 12 in 25 schools. The Allentown School District Virtual Campus will serve approximately 700 full-time online students, and its Virtual Learning credit attainment and credit acceleration services will support another approximately 300 students through credit recovery.

ASD has three high schools with approximate student enrollments of 3,000, 1,900, and 400. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 16 elementary schools, which have a total of approximately 8,000 students, two are early childhood centers with pre-K and kindergarten only, serving about 270 students each, and one is a dual language immersion academy. The remaining elementary schools range from 270 to 800 students. We have an alternative education program with a variable population of students in grades 6-12. Each high school offers a credit attainment program that typically enrolls approximately 50 students. Lastly, the District offers a program for approximately 100 overaged and under credited students who have the opportunity to earn their diplomas.

● Hispanic 
 ● Black 
 ● White 
 ● Two or More 
 ● Asian 
 ● Pacific Isle 
 ● Amer Indian

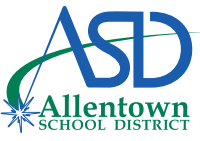


Economically Disadvantaged - 77.6%    English Language Learners - 17.6%    Special Education - 17.9%  
 Foster Care - 0.9%    Student Experiencing Homelessness - 2.9%



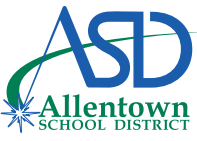
### **3. Scope of Work**

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### **3. Scope of Work**

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## **4. Deliverables**

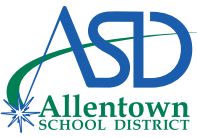
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The Contractor shall provide the following deliverables throughout the contract term:

### **4.1 Operational Deliverables**

### **4.2 Reporting Deliverables**

### **4.3 Administrative Deliverables**



## Allentown School District Information

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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 17,000 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.

### **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.



## 5. Proposal Requirements

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To be considered for selection, all responding vendors must submit a complete proposal package addressing the requirements outlined below. Omission of any required information or documentation may result in the immediate rejection of the proposal.

**Proposed Commission Rate:** A clearly stated, competitive commission rate that the vendor agrees to pay to the school district based on gross sales, which must align with the district's baseline requirement of 30% of gross receipts.

**Certificate of Liability Insurance:** A valid Certificate of Insurance (COI) demonstrating an active General Liability Insurance policy with a minimum liability coverage limit of \$1,000,000, explicitly naming the Allentown School District as an Additional Insured.

**Food Safety Certification:** A current, valid copy of the operator's formal Food Safety Certification.

**Proposed Menu and Pricing:** A comprehensive copy of the vendor's proposed menu, detailing all food and beverage items intended for sale along with their fixed retail prices.



**6. Evaluation Criteria**

ASD will evaluate all responsive proposals using a structured, weighted scoring process. The District’s objective is to select the vendor whose proposal represents the best overall value to the District balancing technical merit, qualifications, and service approach with total cost of ownership.

The District reserves the right to award the contract to the proposer offering the best value, which may not necessarily be the lowest-cost bid.

**6.1 Evaluation Process**

Proposals will be reviewed by an Evaluation Committee comprised of District staff and/or subject matter experts who will score each proposal based on the criteria outlined below.

Criteria Category	Description	Weight
Financial Reciprocity & Commission	Must explicitly state and agree to the proposed commission rate. Baseline expectation is a 30% commission on gross receipts paid monthly to the district.	<input type="text"/>
Menu & Pricing Structure	Must include a comprehensive copy of the proposed menu . * Must include clearly defined, fixed retail pricing for all food and beverage items . * Items must be suitable for a high-volume school athletic stadium environment.	<input type="text"/>
Administrative Credentials & Licensing	Must submit a valid, current copy of a formal Food Safety Certification .	<input type="text"/>
Insurance Verification	Must submit a valid Certificate of Liability Insurance (COI) . * Policy must show a minimum liability coverage limit of \$1,000,000 . * Policy must explicitly name the Allentown School District as an Additional Insured.	<input type="text"/>
Submission Compliance	Proposal must be submitted on or before the strict deadline	<input type="text"/>

- Review for responsiveness and completeness
- Scoring by an evaluation committee
- Clarification requests (if necessary)
- Final ranking and recommendation

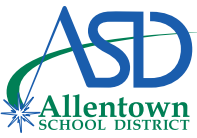
**6.3 Responsiveness**

Proposals may be deemed non responsive if they:

- Fail to include required documentation
- Omit pricing information
- Do not meet minimum service requirements

**Reservation of Rights:** The evaluation categories and associated weights listed above are provided for informational purposes and intended as a general guide for Proposers. ASD reserves the right, at its sole discretion, to modify, add, or delete criteria and adjust weighting at any time, with or without prior notice, to better serve the best interests of the District.

The District further reserves the right to waive any informalities or technicalities in any proposal and to make an award based on the overall best interest of the District, regardless of the numerical score. All evaluation determinations made by the District’s selection committee are final and are conducted at the District’s absolute discretion.



**7. Submission Details**

**7.1 Submission Deadline**

All proposals must be received by:

Late submissions will not be accepted.

**7.2 Delivery Method**

Proposals must be submitted via the following method:

Electronic Submission (Preferred): Please email one (1) searchable PDF file to [rfp@allentownsd.org](mailto:rfp@allentownsd.org)

The subject line should read as the following: "RFP SUBMISSION -  (Company Name)"

**7.3 Submission Location**

All proposals shall be delivered via email in one (1) PDF file to [rfp@allentownsd.org](mailto:rfp@allentownsd.org)

If a hard copy of the proposal is required it will be clearly stated below in section 7.4.

**7.4 Additional Delivery Method** - If the field below is blank please follow directions in section 7.2

**7.4 Questions and Clarifications**

All questions must be submitted in writing to the ASD Procurement Department no later than:

12:00 P.M. EST

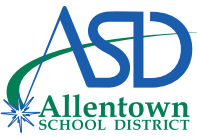
Responses will be issued via formal addendum.

[rfp@allentownsd.org](mailto:rfp@allentownsd.org) Subject line should read as follows: "RFP – QUESTION(S) –  – COMPANY NAME".

**7.5 Proposal Validity**

Proposals shall remain valid for 120 days from the submission deadline.

The sole responsibility for ensuring the timely delivery of a proposal rests entirely with the Proposer. ASD assumes no responsibility for delays caused by any delivery service (including the U.S. Postal Service, private couriers, or electronic mail) or for any technical malfunctions, including but not limited to internet connectivity issues, file size limitations, or server delays.



## 8. RFP Addenda

ASD may issue written addenda to clarify, modify, or supplement this RFP. All addenda will be posted publicly and attached at the end of the original RFP document.

Vendors are responsible for:

- Monitoring for addenda
- Acknowledging all addenda in their proposal
- Incorporating addenda requirements into their submission

Failure to acknowledge addenda may result in rejection of the proposal.

All addenda issued by the District shall become an integral part of the RFP and any resulting contract. It is the sole responsibility of the Proposer to monitor the district website for the issuance of addenda. The District shall not be held liable if a Proposer fails to receive or review any such notification.

## 9. Cost & Pricing Data

Vendors shall provide complete, transparent, and itemized pricing for all services included in this RFP.

### 9.1 Pricing shall include, at minimum:

If above field is blank please provide pricing data on district provided pricing sheet. Exhibit

### 9.2 Price Adjustments

Any proposed price adjustments during the contract term must:

- Be clearly described
- Include justification
- Identify timing and calculation method

ASD reserves the right to reject any pricing structure deemed unclear or unfavorable.

**Pricing Finality and Scope:** All prices submitted in response to this RFP shall be firm and fixed for the duration of the contract term unless otherwise specified. The Proposer warrants that the pricing provided is all-inclusive; any costs, fees, or expenses not explicitly identified in the Cost Proposal shall be the sole responsibility of the vendor and shall not be billed to the District. No additional charges, including but not limited to travel, shipping, administrative overhead, or surcharges, will be accepted unless outlined herein.



## **10. Quality of Work and Non-Conforming Services**

### **10.1. Standard of Care**

The Contractor shall perform all services with the degree of skill, care, and diligence normally exercised by professionals performing services of a similar nature. All deliverables must meet the specifications outlined in the Scope of Work.

### **10.2. Inspection and Acceptance**

The District reserves the right to inspect all work, materials, and deliverables at any time. No work shall be deemed "accepted" until the District has had a reasonable opportunity to inspect it for compliance. Payment of an invoice does not constitute a waiver of the District's right to reject unsatisfactory work discovered later.

### **10.3. Unacceptable or Non-Conforming Work**

If any portion of the work is found to be unsatisfactory, incomplete, or fails to meet RFP specifications, the District may, at its sole discretion:

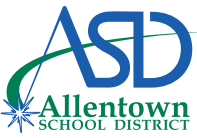
**Notice to Cure:** Require the Contractor to correct the deficiency at the Contractor's sole expense within a specified timeframe.

**Withholding of Payment:** Withhold payment for the specific non-conforming item until the issue is resolved to the District's satisfaction.

**Third-Party Completion:** If the Contractor fails to remedy the work, the District may hire a third party to complete the task and deduct the cost from the Contractor's remaining contract balance.

### **10.4. Finality of Decision**

The District's Project Lead shall be the final judge of the adequacy and acceptability of all work performed under this contract.



## 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)

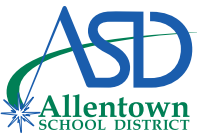
If the contract requires the Vendor's employees to have "direct contact with children" as defined by the Pennsylvania Department of Education, the Vendor shall provide the following clearances at their own expense prior to commencement of work:

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.



## General RFP Terms and Conditions

### 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 (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. 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

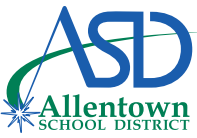
The Vendor certifies that no Board Member, officer, or employee of the District has any financial or personal interest in the Vendor's firm or the proposed contract.

### 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.



**Exhibit A**

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**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.

**Initials of Authorized Representative of Vendor**

By initialing above, the Proposer acknowledges they have read, understood, and agree to be bound by all terms and conditions outlined in the statement above.

**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.

**Initials of Authorized Representative of Vendor**

By initialing above, the Proposer acknowledges they have read, understood, and agree to be bound by all terms and conditions outlined in the statement above.

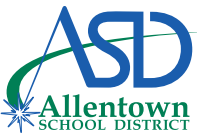


## Exhibit B

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### 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.



# REQUEST FOR PROPOSAL

## Exhibit B.1

### NON-COLLUSION AFFIDAVIT

RFP Name:

State of:  County of:

I state that I am  of   
(Title) (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 The Allentown School District 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 The Allentown School District of the true facts relating to the submission of bids for this contract.

First & Last Name

Title

Firm Name

Signature

Date

#### NOTARY ACKNOWLEDGMENT

(To be completed by a Notary Public)

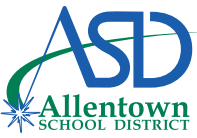
State of \_\_\_\_\_ )

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20, by \_\_\_\_\_ (Name of Signer).

Notary Public Signature: \_\_\_\_\_

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



**Exhibit C**

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**DEBARMENT AND SUSPENSION CERTIFICATION**

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

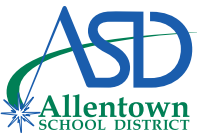
1. Neither the proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public contracts by any federal or state agency.
2. The proposer will notify the School District immediately if its status changes.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

**Firm Name:**

**Authorized Signatory:**

**Signature:**

**Date:**



**Exhibit D**

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**EEO / NON-DISCRIMINATION COMPLIANCE STATEMENT**

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

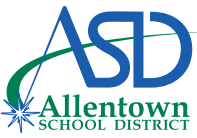
- Pennsylvania Human Relations Act
- Title VI and Title VII of the Civil Rights Act
- ADA and Section 504
- Equal Employment Opportunity requirements
- All other applicable equal opportunity statutes

**Firm Name:**

**Authorized Signatory:**

**Signature:**

**Date:**



**Exhibit E**

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**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 Signatory:**

**Signature:**

**Date:**



Exhibit F

ADDENDA ACKNOWLEDGEMENT FORM

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)

**Exhibit G**

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**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:**

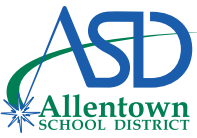


Exhibit H

CERTIFICATE OF CORPORATE AUTHORITY

I, [Redacted], Secretary of

[Redacted] (Firm), certify that:

1. The Board of Directors has authorized [Redacted] (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 [Redacted] day of 2026.

Signature of Corporate Secretary: [Redacted]

Printed Name: [Redacted]

Title: [Redacted]

Corporate Seal (if applicable)

## Exhibit I

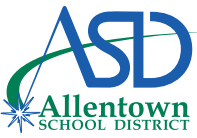
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### 1. Indemnification

- (a) [COMPANY] agrees to defend, indemnify and hold harmless the ALLENTOWN SCHOOL DISTRICT and its agents and employees, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and/or expenses, including attorney's fees, arising out of or resulting from [COMPANY's] performance of the work required by the [COMPANY], regardless of whether such demand, claim, suit, cause of action, loss, penalty, or expense is incident to or arises out of conditions or omissions permitted or acts performed by any indemnitee.
- (b) The [COMPANY] agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Agreement for Sale and Purchase of Property and to the fullest extent permitted by law, the [COMPANY] shall defend and indemnify the ALLENTOWN SCHOOL DISTRICT from all such claims including without limitation claims for which the ALLENTOWN SCHOOL DISTRICT may be or may be claimed to be liable by reason of its own independent negligence.
- (c) The COMPANY agrees to assume its entire responsibility and liability for all 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.

Initials of Authorized Representative of Vendor

By initialing above, the Proposer acknowledges they have read, understood, and agree to be bound by all terms and conditions outlined in the statement above.



## Exhibit J

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### MINIMUM INSURANCE REQUIREMENTS

The successful Proposer shall, at its own expense, maintain and keep in force the following insurance coverages during the full term of the contract. All policies must be issued by companies authorized to do business in the State and possessing an A.M. Best rating of A- VII or better.

#### 1. Commercial General Liability (CGL)

Coverage must include personal injury, bodily injury, and property damage.

- Each Occurrence: \$[1,000,000]
- General Aggregate: \$[2,000,000]
- Products/Completed Operations Aggregate: \$[2,000,000]

#### 2. Automobile Liability

Coverage must apply to all owned, non-owned, and hired vehicles used in the performance of the contract.

- Combined Single Limit (CSL): \$[1,000,000]

#### 3. Workers' Compensation and Employers' Liability

The Contractor shall maintain coverage as required by State law.

- Statutory Limits: As required by the State.
- Employers' Liability: \$[500,000/\$500,000/\$500,000]

#### 4. Professional Liability (Errors & Omissions)

Required for professional services (e.g., consultants, architects, engineers, or software providers).

- Per Claim/Annual Aggregate: \$[1,000,000]

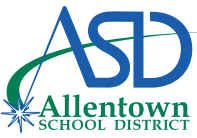
#### 5. Sexual Abuse & Molestation Coverage:

\$1,000,000 (Mandatory for student-facing programs).

#### 6. Additional Insured & Certificate of Insurance

The Allentown School District (ASD), its officers, employees, and agents shall be named as an Additional Insured on the General Liability and Automobile policies. A Certificate of Insurance (COI) must be provided to the District prior to the commencement of work.

Please Note: The insurance limits and types outlined above represent the District's standard minimum requirements. Depending on the specific scope of work, technical complexity, or risk profile of a particular project, the District reserves the right to increase or decrease these requirements. Any project-specific insurance adjustments will be detailed in the specific RFP or finalized during the contract negotiation phase.



## Exhibit K

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### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

#### FEDERAL CONTRACT PROVISIONS

The following provisions apply only if the services or goods purchased under this RFP are funded, in whole or in part, by Federal grant funds. If Federal funds are not utilized, these provisions shall be considered non-applicable.

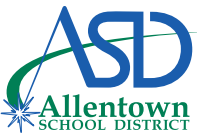
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**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.



# REQUEST FOR PROPOSAL

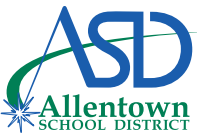
**D. Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented 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.

**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.

**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.

**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).



# REQUEST FOR PROPOSAL

**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.

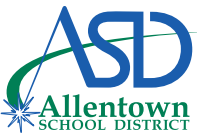
Vendor certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District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

**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.

**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).



## REQUEST FOR PROPOSAL

**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.

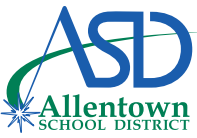
**L. Procurement of recovered materials (2 C.F.R. 200.323)**-Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance 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.

**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.

**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.

**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.



# REQUEST FOR PROPOSAL

**O.2 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.

**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.

### **Certification of Compliance**

By signing below, the Proposer acknowledges the applicability of these Federal Provisions should the project be federally funded and agrees to comply with all requirements therein.

Authorized Signature:

Title:

Date: