REQUEST FOR PROPOSALS

FOOD PANTRY

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

SEPTEMBER 23, 2026

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

Table of Contents

1. Intent & Background 3
2. Qualification Requirements 5
3. Scope of Services 6
4. Timeframe 7
5. Proposals 7
6. Deliverables 8
7. Evaluation and Award 9
8. General Requirements and Conditions 11
9. Conflict of Interest 14
10. Principles/Collusion 14
11. Disciplinary Action 14
12. Affirmative Action Statement 14
13. Alternative and Exceptions 15
14. Additional Information and Revisions 15
15. Proposal Requirements 17
16. Evaluation Criteria 18
17. Submission Details 19
18. RFP Addenda 20
19. Cost & Pricing Data 20
20. Quality of Work and Non-Conforming Services 21
21. Exhibit A - Termination Clause 24
22. Exhibit B – Instructions for Non-Collusion Affidavit 25
23. Exhibit C – Debarment and Suspension Certification 26
24. Exhibit D – EEO/Non-Discrimination Compliance Statement 27
25. Exhibit E – Addenda Acknowledgement Form 28
26. Exhibit F – Conflict of Interest Disclosure Form 29
27. Exhibit G – Iran Divestment Act Certification 30
28. Exhibit H – Certificate of Corporate Authority 31
29. Exhibit I – Indemnification 32
30. Exhibit J – Insurance Requirements 33
31. Exhibit K – Federal Contract Provisions 35

1. Intent & Background

The Allentown School District (ASD) is soliciting proposals from non-profit organizations with qualified licensed full-service food pantry providers to offer services through a digital service model to families and community surrounding the Brigadier General Anna Mae Hays Elementary located at 1227 West Gordon Street, Allentown, PA 18102. The District is seeking one or more providers or individuals to offer a Digital Choice Service Delivery Framework that includes the following:

- Appropriate volunteer staffing model
- Ability to supply well-balanced, nutrient dense food options inclusive of fresh fruits and vegetables
- Services should be family orientated, culturally sensitive, and ADA compliant

The Allentown School District will provide the following:

- Reception area = 337 sq. ft.
- Food Pantry = 938 sq. ft.
- Passage area (refrigerator & freezer area) = 293 sq. ft.
- Vestibule = 85 sq. ft.
- Custodial Closet = 55 Sq. ft.

This Request for Proposals (RFP) is intended to establish a short list of qualified entities with the proven capacity in this area. Once the list of qualified entities is established, the District will interview these qualified teams and/organizations to seek additional information regarding the proposed approach to service delivery.

The Allentown School District is a large, urban public-school district located in Lehigh County, Pennsylvania. The District services approximately 16,200 students K–12 in 16 elementary schools, 4 middle schools, 3 high schools, one alternative learning center. Additional information may be obtained by visiting the District's website at www.allentownsd.org.

REQUEST FOR PROPOSAL

Key Dates:

Issue Date: September 11, 2026

Deadline for Questions: September 23, 2026

Proposal Due Date: September 25, 2026

Anticipated Award Date: October 22, 2026

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

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. Qualification Requirements

The digital choice service delivery provider engaged by the District shall meet or exceed the following minimum qualifications:

- Practitioner and/or provider must be properly licensed in the Commonwealth of Pennsylvania.
- Practitioner and/or provider must be properly insured to practice their trade in the Commonwealth of Pennsylvania.
- Provider must have the ability to consistently and adequately staff the school-based food panty to provide consistent service, as well as comply with state-mandated compliance provisions.
- The Provider shall secure at its sole cost and expense all required licenses from applicable agencies and shall provide copies to the District.

3. Scope of Services

The selected provider will provide a Digital Choice Service Delivery Framework for a school-based food pantry in the Allentown School District (ASD). Multiple operators may be selected at the sole discretion of ASD. Exclusivity to any one contractor is not guaranteed. All programs, programmatic activities, and functions related to this contract are to be executed only under the approval, direction, acknowledgment, and coordination of ASD. At a minimum, the following services are to be provided.

- Provide a digital choice service delivery model food pantry according to the established guidelines and recommendations of ASD.
  - Inclusive of digital system for supplying food options to families in dignified manner.
- Comply with all federal, state, and local laws including the Family Educational Right to Privacy Act ("FERPA") and the Americans with Disability Act ("ADA").
- Ensure that all individual records created, disclosed, or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed, and maintained pursuant to FERPA, its regulations, and Board Policy.
- Supply necessary office supplies and equipment for the food panty
- Staff the food pantry with qualified and licensed personnel as appropriate.
- In coordination with ASD, support the development and implementation of work-based learning opportunities for ASD students. Opportunities may include job shadowing, internships, career exploration, employability skill development, food pantry operations, inventory management, customer service, logistics, nutrition-related experiences, and other authentic workplace learning experiences aligned with student interests and District programs. The provider shall collaborate with designated ASD staff to establish appropriate student roles, supervision, training, scheduling, and safety protocols.
- Ensure that any provider employee, contractor, agent, or volunteer who will have direct contact with ASD students satisfies, prior to such contact, all applicable federal and Commonwealth of Pennsylvania requirements and ASD policies governing individuals working with students. This includes all required criminal history, child abuse, FBI/fingerprint, and other background clearances, certifications, training, and documentation required by law or District policy. The provider shall be responsible for obtaining, maintaining, monitoring, and providing verification of all required clearances and shall immediately notify ASD of any change in an individual's eligibility to work with students.

REQUEST FOR PROPOSAL

No individual may have direct contact with ASD students until all required documentation has been reviewed and accepted in accordance with District procedures. The provider shall also comply with all District requirements regarding student supervision, confidentiality, mandated reporting, professional boundaries, safety, and protection of student information.

Selection of Providers

- Describe your organization/s plan for funding the digital choice delivery model.
- Describe your proposal's alignment to the District's needs in the area/s of supporting the health and wellness of Allentown School District families.
- Describe your plans to ensure the offering of high-quality food options (beyond health and safety licensing requirements).
- List critical community partners and their role in supporting this digital service model.
- Describe how parents and families will be engaged, including whether there will be additional food nutrient options/programming supporting the needs of families.
- Describe your organization's proposed approach to partnering with ASD to provide work-based learning opportunities for District students, including the types of experiences that could be offered, anticipated number of students served, supervision and training structures, potential career pathways supported, and any partnerships or credentials that could enhance the student experience.
- Describe your organization's process for ensuring that all employees, contractors, agents, and volunteers assigned to work with ASD students obtain and maintain all legally required and District- required clearances, background checks, training, certifications, and related documentation.
- Describe your organization's financial strength. Include evidence of financial stability (e.g., audited financial statements for the most recent three calendar or fiscal years for the proposal organization/s).
- Provide at least three references regarding work similar to what is included in the submitted proposal

4. Timeframe

The successful prover(s) will be expected to commence the provisions of services commencing on or about November 2, 2026 and the term of the resultant contract will be for three years. The District reserves the right to terminate engagement at any time, without cause, with sixty days prior notice. All timelines are negotiable in order to support an early fall launch.

5. Proposals

Submission and Deadline

All proposals must be received no later than September 25, 2026. All timelines are negotiable in order to support an early fall launch. All proposals must be submitted as a pdf file electronically to rfp@allentownsd.org. The subject line should read as the following: “RFP SUBMISSION – Food Pantry (Company Name)”. Additionally, questions regarding this RFP may be directed to Ms. Jennifer Ramos, Deputy Superintendent at 484-765-4240 or e-mailed at ramosj@allentownsd.org. The District may conduct interviews of the providers it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, non-profit provider will be notified in advance of the proposed interview date.

By Order of the Board of Directors
School District of
the City of Allentown

Attn: Jennifer M. Ramos

6. Deliverables

The selected vendor shall be responsible for providing the deliverables identified below. These deliverables represent anticipated outputs associated with the Scope of Work.

Proposers may recommend additional deliverables that enhance value to the District, provided such items are clearly identified.

6.1 Submittal Letter

Respondents shall submit a cover letter, addressed to the Deputy Superintendent, Chief of Organizational Strategy, signed by authorized agent of the provider, which provides an overview of the respondent's offer, as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the provider.

6.2 Experience

Non-profit providers must have a minimum of three years' experience in all areas Food Pantry management specified in the Scope of Services. Respondents are to provide a summary of the provider’s experience on similar types and sizes of engagements with emphasis on digital choice service delivery food pantries. This summary must include the provider’s experience in the areas of services described in Section 3, Scope of Services. Provide detailed resumes of the persons proposed to work directly with the District and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

6.3 References

A minimum of three (3) client references which encompass the areas outlined in this RFP must be identified. The client references must include the name of the organization, address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

6.4 Budget/Fee Proposal

No compensation shall be due or payable to the contractor by ASD pursuant to this contract for any services provided by the contractor. Services provided by the contractor are not mandatory and are to be considered as optional to ASD students. Please submit in the proposal a plan for compensation to the district for the usage of facilities.

The Provider may not discriminate against any family, student, or neighborhood resident based on his/her disability.

6.5 Form of Contract

The District intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the District. If respondent will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

7. Evaluation and Award

Selection Criteria

a. The District may conduct interviews of the non-profit providers it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, the digital food pantry service provider will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or virtually. Respondents are advised that the District reserves the right to award this contract solely based on the submitted proposals.

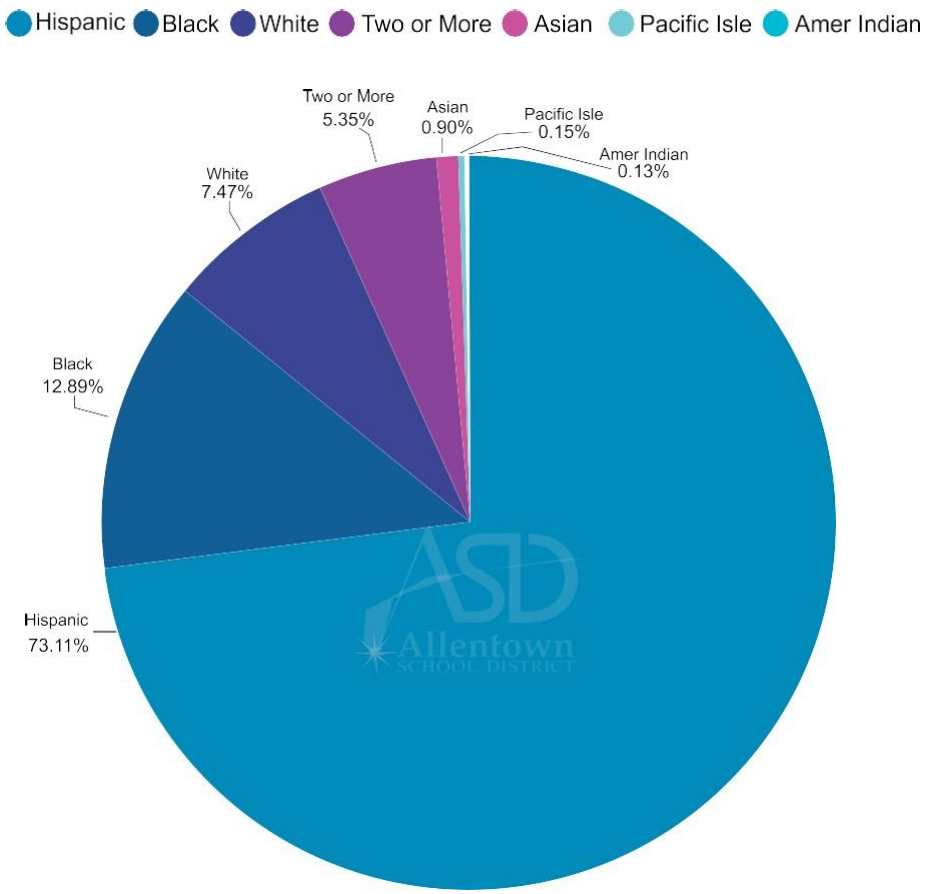
b. The following criteria will be used, without limitation, in evaluating proposals and determining the most responsible non-profit provider:

- Relevant background, experience, education, and qualifications of key personnel.
- The provider's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- Demonstrated capacity and proposed approach to providing meaningful work-based learning and career-connected learning opportunities for ASD students, including the provider's ability to meet all applicable student safety, supervision, clearance, and training requirements.
- Information obtained by the District from the firm's references or clients.
- The District reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the non-profit provider.
- The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- The District will evaluate all responsive and responsible proposals based on the criteria referenced above. The District may afford providers the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

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.



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

8. General Requirements and Conditions

a. Insurance

The selected provider shall be required to furnish proof of insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania. Any and all exceptions must be approved by the Superintendent. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 per occurrence, $2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- Workers' Compensation in accordance with Pennsylvania Statutes.
- The Allentown School District is named as Additional Insured, under the Commercial General Liability and Employer's Liability insurance policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.
- Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. Any and all exceptions shall be reviewed by the Superintendent.
- It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the digital food pantry service provider by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement of judgment in any amount above the limits set in Paragraph 8.1 herein, the digital food pantry service provider shall be liable to, or for the benefit of, the District for the excess.
- Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The digital food pantry service provider agrees to comply with any and all reasonable insurance requirements or modifications made by the Superintendent.
- Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The provider agrees that such default may be cured by procurement of insurance on behalf of digital food pantry service provider, at the provider's expense, at District's option.

b. Hold Harmless Agreement

In addition to its obligation to provide insurance as specified above, the provider, their consultants, agents and assigns shall indemnify and hold harmless the Allentown School District, including, but not limited to, its elected officials, its officers, employees, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the provider during the provider's

performance of its Agreement. The District agrees to give the provider prompt notice of any such claim.

c. Conditions

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:

- The selected provider must have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- Have personnel/resources reserve sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- Agree that the District and the digital food pantry service provider may terminate the contract at any time with sixty (60) days written notice.
- Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
- Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Pennsylvania, and the City of Allentown.
- Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected provider(s), the District may unilaterally cancel its selection of that provider.
- Agree that the contract between the District and the provider shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of the City of Allentown.

9. Conflict of Interest

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Allentown School District.

10. Principles/Collusion

By submission of a proposal, the digital food pantry service provider does declare that the only person or persons interested in this proposal as principal or principals is/or are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Disciplinary Action

Respondents shall provide a statement that no practitioner affiliated with respondent has, with five years from the date of submission, been disciplined by any relevant professional organization, or State board.

12. Affirmative Action Statement

As a condition of doing business with the District, the provider must comply with all Federal laws, State statutes and executive orders pertaining to non-discrimination. All respondents, as part of their submission, must complete and submit all applicable documents as listed in section 6 and in the included Exhibits.

13. Alternative and Exceptions

Only slight additions or changes would be expected to be negotiated with the successful digital food pantry provider in order to resolve any variances between the proposal and the final contract. Providers may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

14. Additional Information and Revisions

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

Allentown School District Information

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.

15. Proposal Requirements

Proposals must be complete, organized, and responsive to all requirements of this RFP.
Incomplete proposals may be rejected.

Proposals shall include the following sections:

A. Executive Summary
A concise overview of the vendor's understanding of ASD's needs and the proposed service approach.

B. Company Qualifications
- Company history and ownership
- Years of experience providing similar services
- Service area and operational capacity
- Safety record and compliance history (if applicable to the specifications of this RFP)

C. References
At least three (3) references from comparable school districts, municipalities, or institutional clients.

D. Staffing and Operations Plan
The Vendor must provide a detailed staffing plan that identifies the core team assigned to this project.
This must include:

Project Lead/Account Manager: Identify a single point of contact responsible for overall project success and communication.

Technical/Subject Matter Experts: All key personnel performing the work, highlighting relevant experience and certifications.

Staffing Continuity: A description of the Vendor's strategy for maintaining staff consistency throughout the contract term and their process for managing personnel transitions (e.g., turnover or leaves of absence).

E. Operational Capacity & Methodology
Please describe the operational framework that will support this engagement:

Execution Plan: A high-level workflow or methodology detailing how the Vendor manages tasks from initiation to completion.

Resource Availability: Confirmation that the Vendor has the current capacity (labor, equipment, and administrative support) to begin work within 10 days of contract award.

Quality Assurance (QA): Describe the internal processes used to monitor performance, ensure accuracy, and rectify errors or service gaps in real-time.

F. Communication & Reporting

Effective partnership requires transparency. The Vendor shall outline their proposed communication cadence:

Reporting Frequency: Proposals should include samples of standard progress reports (e.g., weekly status updates, monthly budget reviews).

Escalation Path: A defined organizational chart or contact list for resolving technical or contractual issues that cannot be handled by the primary Project Lead.

G. Technical Approach & Methodology

The Vendor shall provide a comprehensive description of the technical solution or methodology proposed to meet the requirements of this RFP.

The response must include:

Solution Architecture: A detailed overview of the proposed technical framework, including any software, hardware, or proprietary systems to be utilized.

Implementation Roadmap: A step-by-step breakdown of the project phases (e.g., Discovery, Design, Development, Testing, and Deployment) with estimated timelines for each.

Risk Mitigation: Identification of potential technical hurdles or project risks, along with a proactive plan to address or minimize their impact.

H. Compliance, and Regulatory Requirements

To be considered for award, the Vendor must provide proof of compliance with all applicable local, state, and federal laws. Please include the following documentation in your proposal:

H1. Proof of Incorporation: A copy of the Vendor's business license or Articles of Incorporation.

H2. Professional Certifications: Copies of any industry-specific licenses or certifications required to perform the scope of work

H3. Tax Compliance: A completed W-9 form.

The requirements outlined in this section represent the Allentown School District's minimum corporate compliance standards. Depending on the nature of the specific project, some or all of the documentation requested herein may be required for a valid submission.

I. Cost Proposal

The Vendor shall submit a comprehensive Cost Proposal as a separate document from the Technical Proposal. The cost proposal must be all-inclusive, accounting for all labor, materials, overhead, travel, and administrative costs necessary to fulfill the scope of work.

Fee Structure and Total "Not-to-Exceed" Price
The Vendor must clearly state a Firm Fixed Price (FFP) for the entire project. If the vendor proposes a "Time and Materials" (T&M) model, they must still provide a "Not-to-Exceed" cap for the total engagement. Any costs exceeding this cap without a formal, written change order will be the sole responsibility of the Vendor.

Assumptions and Dependencies
The Cost Proposal must include a section titled "Pricing Assumptions." Here, the Vendor must list any conditions upon which their pricing is contingent (e.g., access to specific data, client-provided equipment, or site availability). If an assumption is not listed, the Vendor is presumed to have accounted for that requirement in their base price.

Payment Milestones
The Vendor shall propose a payment schedule tied to the successful completion and acceptance of key deliverables.

The Allentown School District prefers a milestone-based payment structure and does not typically provide "up-front" deposits.

J. Required Forms
All forms included in this RFP must be completed and submitted.

Important Notice: Additional Requirements
Please Note: The requirements listed in this section may not be exhaustive. Depending on the specific scope of this project, some, all, or additional requirements may be necessary to complete your proposal.

Proposers are responsible for reviewing the entire RFP document, including all appendices, exhibits, and amendments, as further technical specifications or compliance criteria may be located in other sections. Failure to address requirements found elsewhere in the RFP may result in the disqualification of your proposal.

16. 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.

16.1 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
Qualification & Experience	**Firm's history, staff expertise, references, and past performance on similar projects.**	30%
Technical Approach & Methodology	**The proposed solution, project plan, timeline, and how well it meets the District's specific needs**	25%
Adherence to Cost Requirement	**Total cost of ownership, including initial fees, ongoing maintenance, and any hidden costs.**	25%
References	**Performance history with comparable clients**	10%
Compliance & Documentation	**Licensing, insurance, safety record, and regulatory compliance**	10%

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

16.2 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.

17. Submission Details

17.1 Submission Deadline

All proposals must be received by:

September 23, 2026

Late submissions will not be accepted.

17.2 Delivery Method

Proposals must be submitted via the following method:

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

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

17.3 Submission Location

All proposals shall be delivered via email in one (1) PDF file to rfp@allentownsd.org
If a hard copy of the proposal is required it will be clearly stated below in section 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 September 16, 2026

Responses will be issued via formal addendum.
rfp@allentownsd.org Subject line should read as follows: “RFP –QUESTION(S) – Food Pantry – COMPANY NAME”.

17.4 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.

18. 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.

19. Cost & Pricing Data

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

19.1 Pricing shall include, at minimum:

Pricing Model & Contract Terms
Personnel & Labor Structure

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

19.2 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.

20. Quality of Work and Non-Conforming Services

20.1 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.

20.2 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.

20.3 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.

20.4 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.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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

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

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

DEBARMENT AND SUSPENSION CERTICIATION

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 found to be false.

Firm Name: _____

Authorized Signatory: _____

Signature: _____

Date: _____

Exhibit D

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

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

CONFLICT OF INTEREST DISCLOSURE 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

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, _____, 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 I

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

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.

6a. Cyber Liability Insurance:
If proposer 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.

7. 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, cyber liability, Automobile policies, and pollution liability (if applicable). A Certificate of Insurance (COI) must be provided to the District prior to the commencement of work.

Proposer 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 Proposer's performance of the work required by the district, 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.

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

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.

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. Right 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).

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 0MB 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).

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.

O.1 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: _____

ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102

***ADDENDUM A* TO REQUEST FOR PROPOSAL – FOOD PANTRY**

To: Prospective Proposers:

This Addendum A forms a part of the Contract Documents and modifies the original Request for Proposal for FOOD PANTRY, dated September 23, 2023, as noted below. Each prospective proposer shall acknowledge receipt of this Addendum A in the space provided.

1. The District has chosen to extend this Proposal for a period of 14 days to October 7, 2026, in order to obtain proposals more aligned with the requirements of this RFP, and the services offered by organizations within this realm of service.

NOTE: ALL PROPOSERS MUST SUBMIT WITH THEIR RESPECTIVE PROPOSALS THIS CONFIRMATION OF RECEIPT OF THIS ADDENDUM A, PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____