

Request for Proposals

Virtual Campus
For
Allentown School District

**Proposals Due
February 18, 2022 by 1:00 p.m.**

Table of Contents

REQUEST FOR PROPOSAL	3
GENERAL RFP TERMS AND CONDITIONS	4
SCOPE OF SERVICES	4
RFP REQUIREMENTS	4
EVALUATION CRITERIA	6
SCORING	6
SCHEDULE	7
LEGAL CONDITIONS	7
SUBMISSION	7
ADDENDUM A	8
ADDENDUM B	18

REQUEST FOR PROPOSAL

Virtual Campus

Allentown School District (ASD)

Allentown School District (“the District”) is inviting proposals from qualified service providers to provide virtual instruction to K-12 students to begin in the 2022-2023 school year with possible extension for an additional two years.

All proposals need to be sent electronically in PDF format by email with the subject line: *Virtual Campus Submission* to the following: RFP@allentownsd.org

Proposals must be received no later than February 18, 2022 by 1:00 p.m., prevailing time. The 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, via email, to:

Jennifer Bryant
Executive Director of Elementary Education
RFP@allentownsd.org

Use the subject line: *Virtual Campus Questions*

Jennifer Bryant 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.

GENERAL RFP TERMS AND CONDITIONS

SCOPE OF SERVICES

Allentown School District (ASD) strives to be a leader in K-12 instruction to prepare our students for college and career success. The ASD Virtual Campus will offer high-quality, innovative, technology-driven coursework that equips students with the knowledge and skills to thrive and be successful in the 21st Century.

In ASD's Virtual Campus, all students, including Special Education and English Learners, will have their academic needs met in a supportive environment. Students will have access to core courses and electives and will be engaged through a variety of assignments, projects, and assessments that drive the educational progress of the student.

The scope of services required also entails providing staffing and an online curriculum platform that is rigorous, engaging, Pennsylvania standards-based, and supportive of the differentiated needs of learners from Kindergarten through grade 12.

RFP REQUIREMENTS

The following requirements reflect an approximation of ideal components of a virtual campus. It is understood that one Service Provider may not be able to satisfy all components listed and Service providers should not be discouraged if all components cannot be met. Proposals from your organization that closely align will be considered.

Curriculum:

- Web-based, rigorous, PA common core standards-aligned curriculum and instruction for K-12 students, including content assessments
 - Curriculum has adaptability to align with ASD curriculum in terms of scope and sequence and/or willingness and ability to work towards this alignment in upcoming years
 - Annual review of provider's curriculum to synchronize with ASD updates to K-12 scope and sequence, Program of Studies, etc.
- Core and elective course offerings for K-12 students; Opportunities for Social and Emotional Learning
- Follow Allentown School District graduation requirements, including College and Career Readiness standards and benchmarks
- High quality student support services, including related services for Special Education and 504 students
- English Learner instruction and content area and language accommodations

- Native language support for students in multiple languages (i.e. directions, explanation of assigned tasks; not instruction in native language)
- Use of ASD progress monitoring and benchmark assessments
- Student Progress Monitoring including Intervention supports and Credit Recovery Support Courses/Services
- Course design is adaptable to modify assignments to meet the needs of Individualized Education programs (IEPs) and Credit Recovery
- Comprehensive Summer & extended Learning options will include remediation, enrichment and credit recovery for K-12 students

Staffing:

- PA Certified teachers with appropriate subject area certifications for specified teaching assignments
 - Instructional staff inclusive of Special Education and English Learner instructors preferred
 - Instructional staff inclusive of Special Education related service providers preferred
 - Support staff inclusive of Counselors preferred
- Teachers have current clearances and background checks, including no criminal history
- Student orientation and ongoing support with technology and courses
- Dedicated project manager from the service provider to act as point of contact and facilitate meetings between service provider and District
- Mid-quarter and quarterly progress reviews facilitated by service provider's project manager

Technical Stipulations:

- Systems data interoperability
 - Sapphire
 - BrightBytes
 - SSO / current use of Clever
 - Compliance with appropriate student/staff data protection agreement
 - Ability to function across all internet browsers
 - Full technical support for students and staff members
 - Professional development for supporting ASD staff members
 - Reports data to ASD Student Information System (SIS) Sapphire K-12 Systems
 - Online learning platform should be ADA compliant
 - Dashboards to monitor real time progress accessible to students, families and ASD administration, in addition to full reports available to District administration
- Required reports include:
- Attendance
 - Course completion / Progress
 - Course grades

- Student Activity (time active/on-task in course and assignments)
- College & career readiness
- Ability to disaggregate data by student groups, etc.
- Mid-quarter progress reports, summative quarterly reports (i.e. report cards) and semester-based report for semester courses for students
- Instruction follows the Allentown School District calendar and schedule, and PA State education laws and ASD policies, including compulsory attendance, IDEA, FAPE, FERPA
- Ability to provide explanation of curriculum and use of learning platform in multiple languages for increasing access and understanding for students and families
 - Translation and interpretation supports available to support students and families

EVALUATION CRITERIA

EVALUATION CRITERIA

To ensure consideration for this invitation, all proposals should be complete and include confirmation that service provider meets all criteria as follows:

- Experience working with medium to large, urban public K-12 school systems
- Degree of expertise and experience in delivering online learning experiences and virtual campus management
- Proven effectiveness in urban settings with all student groups
- Resources/materials available to dedicate to Allentown School District students
- Flexible plans for extended learning and summer learning (meeting the requirements listed above)
- Cost
- References from a minimum of three urban school districts
- Communication plan to the District regarding timelines, technical set-up and student metrics

SCORING

Awarding of this proposal will be based on a combined score consisting of ratings on all RFP requirements, evaluation criteria and total cost of services, all parts being equal and nothing weighted. All proposals must include a proposed cost to complete each service involved in the support for Virtual Campus. Costs should be quoted as one-time or non-recurring costs (NRC) or monthly recurring costs (MRC) and include an explanation of the cost. Each of the requirements and criteria listed in this RFP will be scored individually.

The district reserves the right to select multiple vendors as needed to provide an exemplary Virtual Campus experience to students.

SCHEDULE

2022-2023 School Year

First Student Day: August 29, 2022

Last Student Day: June 7, 2023

Platform Ready Date: July 29, 2022

Summer 2023 Programming dates TBD

LEGAL CONDITIONS

1. All goods and services furnished must comply with all applicable Federal, State, and local laws, codes and regulations. All applicable laws are deemed to be part of the requirements and the contract shall be read and enforced as though they were included. Federal funding guidelines to be followed are outlined in attached Addendum A.
2. The Bidder agrees that if awarded an order under these specifications, it will indemnify and Hold harmless Allentown School District, its members, and employees, from all suits and actions of every nature brought against them, or any of them growing out of the order(s), written or verbal, entered into between the District and the Bidder.

SUBMISSION

- Proposals must be submitted by 1:00pm (prevailing time) on Friday, February 18, 2022
- All proposals need to be sent electronically in PDF format by email
- to RFP@allentownsd.org.
- Use the subject line: Virtual Campus Submission

**ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102**

**ADDENDUM A
TO REQUEST FOR BIDS**

To: Prospective Bidders

This Addendum A forms a part of the Contract Documents and modifies the original Request for Bids dated February 18, 2022, as noted below. Each prospective bidder shall acknowledge receipt of this Addendum A in the space provided.

1. The Contract Documents shall include the attached Appendix 1, as required by applicable Federal funding regulations. The successful bidder, by execution of this Addendum, acknowledges and accepts responsibility for compliance with the Federal contract provisions set forth in Appendix A.

NOTE: ALL BIDDERS MUST SUBMIT WITH THEIR RESPECTIVE PROPOSALS THIS CONFIRMATION OF RECEIPT OF THIS ADDENDUM NO. 1. PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____

APPENDIX 1

THIS APPENDIX A INCLUDES THE FOLLOWING DOCUMENTS:

1. Termination Clause.
2. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
3. Standard Federal Equal Employment Opportunity Clause.

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 of 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 effected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES Initials of Authorized Representative of Vendor

District Termination for Cause and for Convenience

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES Initials of Authorized Representative of Vendor

2. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

A. Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

B. Under 2 CFR Part 200, specifically § 200.327 and Appendix II, all contracts in excess of \$10,000 must address Termination for Cause or for Convenience by the District including the manner by which it will be effected and the basis for settlement. [SEE ABOVE #1 OF APPENDIX A]

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Vendor agrees that such provision applies to any District purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the Vendor agrees that it shall comply with such provision.

The District has determined that the Contract [is] [is not] a federally assisted construction contract.

If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

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.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all construction contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the certifications under 31 U.S.C. 1352 that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

J. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 C.F.R. 200.321)—Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

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

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

Does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

K. Domestic Preferences (2 C.F.R. 200.322)—Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES _____ Initials of Authorized Representative of Vendor

L. Procurement of recovered materials (2 C.F.R. 200.323)—Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

M. Bonding Requirements (2 C.F.R. 200.326)—Under 2 CFR Part 200, and specifically § **200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:**

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

N. Profit as a Separate Element of Price (2 CFR 200.324(b))—For purchases using federal funds in excess of \$250,000, the District is required to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. *See*, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for particular services. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing.

Does Vendor agree? YES Initials of Authorized Representative of vendor

O. Equivalent Products/Description of Technical Requirements—Comparable (Alternate) Products: Where the District's specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the District's specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Substitutions for Cause: Vendor may only propose substitutions pursuant to a purchase order submitted by District in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. Vendor must notify the District of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The District must approve all substitutions. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Does Vendor agree? YES Initials of Authorized Representative of vendor

P. General Compliance and Cooperation—Vendor shall make a good faith effort to work with the District and provide such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does Vendor agree? YES _____ Initials of Authorized Representative of vendor

3. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102**

ADDENDUM B TO REQUEST FOR PROPOSAL

To: Prospective Proposers:

This Addendum B forms a part of the Contract Documents and modifies the original Request for Bids dated February 18, 2022, as noted below. Each prospective proposer shall acknowledge receipt of this Addendum B in the space provided.

1. The District has chosen to extend this Proposal for a period of 14 days to March 4, 2022, in order to obtain proposals more aligned with the services offered by organizations within this realm of service. Understanding that the requirements put forth in this proposal were vigorous and extensive, we now realize that organizations can provide software programs, teachers, and devices for virtual campus learning, however they may not have the ability to offer other requirements or meet some of the criteria contained in this Request for Proposal. Thus, we are requesting that organizations respond to this proposal by outlining the specifics of the programs they do offer.
2. We will be holding virtual Question and Answer sessions via Zoom on the following dates to provide an opportunity for you to better understand our needs and for us to get a better understanding of what programs and services your organization can provide:
Session 1: Wednesday, February 23, 2022, at 11:30. Please use following zoom link: <https://allentownsd-org.zoom.us/j/83065003326?pwd=eU9pOFdydG54cEhvd0xOUXIWUWFMUT09>
Session 2: Friday, February 25, 2022, at 1:00. Please use following zoom link: <https://allentownsd-org.zoom.us/j/84120201812?pwd=NTRKelf6MWtueWoyYkdiVFJtN1dtZz09>

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

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____