



## **SCHOOL DISTRICT OF LANCASTER**

**REQUEST FOR PROPOSALS # 3904**

**for**

**SCHOOL BOUNDARY & REDISTRICTING PLAN**

Issued on September 24, 2018

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline:

Friday, October 19, 2018 at 12:00 PM (noon) EST

## **Section 1. INVITATION**

The School District of Lancaster is seeking proposals for a Boundary Analysis and Redistricting Plan, according to the specifications contained in this RFP# 3904. Qualified agencies must submit their proposals in the prescribed format, by the date and time outlined in this document.

Modifications, additions, or changes to the terms and conditions of this Request for propels may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

**Section 2. TABLE OF CONTENTS**

Section 1. Invitation ..... 2

Section 2. Table of Contents..... 3

Section 3. Background and Purpose..... 4

    3.1 Purpose..... 4

    3.2 Profile of the School District..... 4

    3.3 District Facilities..... 4

    3.4 Challenges Impacting Our Enrollment ..... 5

        3.4.1 Refugee Population ..... 5

        3.4.2 Families in Transition Program ..... 5

        3.4.3 Walkability ..... 5

        3.4.4 Construction & Renovation Projects ..... 5

        3.4.5 Attendance..... 5

        3.4.6 Urban Community ..... 5

        3.4.7 Student Demographics ..... 6

        3.4.8 Pre-Kindergarten (Pre-K) ..... 6

Section 4. Bid Contacts and Response Information ..... 7

    4.1 Proposal Questions and Registration:..... 7

    4.2 Submission of Proposals:..... 7

    4.3 Response Documentation:..... 7

    4.4 RFP Timeline: ..... 7

Section 5. Objectives..... 8

Section 6. Scope of Work..... 9

Section 7. Deliverables..... 10

Section 8. Project Timeline ..... 12

Section 9. Proposal and Contract Requirements ..... 13

ATTACHMENT A. FORM OF PROPOSAL..... 16

ATTACHMENT B. NON-COLLUSION AFFIDAVIT ..... 17

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM..... 18

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE ..... 19

ATTACHMENT E. REFERENCES..... 20

ATTACHMENT F. PRICING SHEET..... 21

## **Section 3. BACKGROUND AND PURPOSE**

### **3.1 Purpose**

To balance district-wide enrollments at all levels, the School District is implementing the development of a School Boundary and Redistricting Plan. The Plan will be a five-year facilities planning model that has the capability of being expandable, adaptable and flexible to meet the needs of a growing school district. The project will start in fall 2018 and conclude in the fall of 2019. The purpose of the plan will be to allow the District to adjust the existing zone boundaries and feeder patterns to optimize the utilization of the facilities. The goal is to adopt a plan before the 2020-2021 school year.

### **3.2 Profile of the School District**

The School District of Lancaster ("the District" or "SDoL") is located in the center of Lancaster County in the southeastern corner of Pennsylvania. According to the United States Census Bureau, Lancaster County is the sixth most populous county in Pennsylvania, and the City of Lancaster is the eighth most populous of Pennsylvania's cities. The District encompasses an area of 13.5 square miles covering the City of Lancaster and Lancaster Township. The School District's boundaries are coterminous with Lancaster Township and the City of Lancaster. The City of Lancaster, located in the center of the School District is the county seat of Lancaster County, and is located approximately forty-five miles south of Pennsylvania's Capital City of Harrisburg and seventy miles west of Philadelphia.

Established in 1836, the District is the second oldest school district in Pennsylvania. The District employs about 1,600 Administrative Staff, Professional Staff, and Support Staff. Our student population averages 11,336 students of whom 60% are Hispanic, 17% are African American, 13% are Caucasian and nearly 10% are Asian and other ethnicities. Residential growth has taken place mainly from the West End of Lancaster Township, in the Martin K-8 and Hamilton Elementary School zones.

Our student population includes more than 2,200 English Language Learners who speak thirty-nine different languages with a variety of dialects. About five hundred of these students are refugees from countries such as Democratic Republic of the Congo, Syria, Poland, Ukraine, Burma, Cuba, India, Kenya, Iran, Iraq, and many other countries. Additionally, about 1,850 students receive Special Education services and support. Afterschool and summer programs, school-based health care clinics, on-site therapy, and counseling services were implemented to provide extra support for these and other students as necessary.

### **3.3 District Facilities**

The Mission Statement of the School District of Lancaster ("SDoL") is "To ensure every child receives an excellent education." SDoL provides a comprehensive educational program for students in grades pre-kindergarten through twelve.

There are twenty-two educational facilities in the District. An early childhood center located in the District's K-8 school teaches four-year-old children, and other pre-school classrooms are in place throughout many of the District's twelve elementary schools. The elementary schools provide full-day prekindergarten and kindergarten programs and educate students through fifth grade. Four middle schools serve students in sixth through eighth grades. The J.P. McCaskey High School Campus is comprised of two buildings – J.P. McCaskey and McCaskey East – and serves ninth through twelfth grade students. Two alternative programs offered at Buerhle Alternative School and Phoenix Academy offer different options for students who are in need of credit recovery, are over-age for their grade level, or have behavioral concerns. These alternative facilities primarily serve our high school students, but they house several programs for students in grades 5 through 8, also.

The District has one K-8 school that opened in April 2014. The first K-8 school in Lancaster County, Elizabeth R. Martin School ("Martin School") was built to serve growing numbers of students in a larger facility due to a boom in housing developments in the area. Many factors influenced the decision to build a K-8 school, and chief among them was the ability to assist students better in moving from elementary school into middle school. The transition between fifth and sixth grade is a critical time for students socially, emotionally, and academically, and the K-8 school offers a seamless transition.

### **3.4 Challenges Impacting Our Enrollment**

#### **3.4.1 Refugee Population**

Resettlement of refugees is a national endeavor that has also affected the School District of Lancaster. More than 1,500 refugees have resettled in Lancaster County since 2013, with many resettling in Lancaster City and Lancaster Township, the boundaries that make up the School District of Lancaster zone. This is about twenty times more refugees per capita than the rest of the United States. The Refugee Center and Community School at Reynolds Middle School, a project completed in collaboration with the Rotary Club of Lancaster and the Lancaster-Lebanon Intermediate Unit No. 13, opened in the fall of 2015 to help refugees resettling in the area.

Approximately 8% of the students at Reynolds Middle School are refugees, but the purpose of the Refugee Center is to serve as a central hub to connect all student refugees and their families with essential services, including health screenings, food and clothing banks, social services, and more. Refugee parents come to the Center to get school uniforms, backpacks, and school supplies for their children, and to ask for help in learning English or in seeking employment. The Center includes a branch of a local health services facility and provides the full gamut of primary care from immunizations to sick visits. These students arrive at our District each day without any predictability to our enrollment trends.

#### **3.4.2 Families in Transition Program**

Each year, the District serves approximately 1,000 students who are homeless. The Families in Transition program assists these students with enrollment, transportation to and from school, clothing that meets the district's uniform dress code, school supplies, and the basic necessities for daily living such as health care items and hygiene supplies. These students arrive at our District each day without any predictability to our enrollment trends.

#### **3.4.3 Walkability**

The current walk zones for school district students is 1.5 miles for an elementary student and 2.0 miles for a secondary student. These distances were set by School Board Policy in the 1980's and have not been revised to take into consideration the current and projected challenges our students and families encounter to have safe and reasonable travel routes to school.

#### **3.4.4 Construction & Renovation Projects**

The District is in the middle of our Phase III construction and renovation projects consisting of two middle schools and two elementary schools. These facilities have been designed to accommodate growth not only for expanded enrollment, but also for expanded programming. The District has completed renovation of over ten buildings over the past ten years and still has four buildings to complete after Phase III.

#### **3.4.5 Attendance**

On average, we identify approximately 25% of our student enrollment as chronically absent. We believe decreasing the distance a student travels to school can be a positive contributor to decrease this percentage. Other factors, such as sibling continuation in certain schools and weather contribute to this attendance challenge.

#### **3.4.6 Urban Community**

The District is an Urban Community consisting of various "micro" neighborhoods. Changes to the school attendance zones are sensitive and will have a major impact on our families.

### *3.4.7 Student Demographics*

The District has been challenged with low-performing students as well as an increasing number of English Language Learners. Changes to the school attendance zones are sensitive and will have an impact on individual school performance depending on the individual demographic of the students.

### *3.4.8 Pre-Kindergarten (Pre-K)*

The District has a desire to serve students starting at age four within their neighborhood schools. All schools do not currently have the capacity to serve families in this manner. We currently have 20 Pre-K classrooms scattered throughout the District serving 400 students. Transportation is provided for students in this program. The District community still has over 400 students not being served at this age level.

[END OF SECTION]

## **Section 4. BID CONTACTS AND RESPONSE INFORMATION**

### **4.1 Proposal Questions and Registration:**

Questions regarding this RFP should be directed to Drew Schenk, Purchasing Manager, and received no later than Friday, October 12, 2018. Responses to questions will be posted on Tuesday, October 16, 2018, via addendum. All questions must be submitted in writing; verbal inquiries will not be honored.

A letter indicating your intent to submit a proposal must be submitted to Drew Schenk, Purchasing Manager, no later than Friday, October 12, 2018. Electronic mail is an acceptable form of registering your intent.

Drew Schenk, Purchasing Manager  
School District of Lancaster  
251 S. Prince Street, 3<sup>rd</sup> Floor  
Lancaster, PA 17603  
[ajschenk@lanaster.k12.pa.us](mailto:ajschenk@lanaster.k12.pa.us)

### **4.2 Submission of Proposals:**

Proposals, including all required forms and documentation, shall be submitted electronically by email to [ajschenk@lanaster.k12.pa.us](mailto:ajschenk@lanaster.k12.pa.us), with "RFP 3904: School Boundary & Redistricting Plan" in the subject line.

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

If necessary, addenda to this RFP will be posted to the District's website (<https://www.lanaster.k12.pa.us/financial-information/bids-and-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

### **4.3 Response Documentation:**

In addition to the bid response, the following documentation must also be received:

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- References (Attachment E)
- Pricing Sheet (Attachment F)

### **4.4 RFP Timeline:**

**Deadline to Register Intent to Apply:** Friday, October 12, 2018

**Deadline for Written Inquiries:** Friday, October 12, 2018 at 5:00 PM EST

**Response to Questions:** Tuesday, October 16, 2018

**Proposal Submittal Deadline:** Friday, October 19, 2018 at 12:00 PM (noon) EST

**Interview Period:** Monday, October 22, 2018 to Friday, November 9, 2018

**Anticipated Notification of Selection:** Wednesday, November 21, 2018

[END OF SECTION]

## **Section 5. OBJECTIVES**

1. Realign attendance zone boundary to balance student population proportionately at elementary schools based on an optimum range of 80 – 90 percent of school capacity.
2. Realign attendance zone boundary to balance student population at secondary schools.
3. Provide comprehensive scenarios for multiple situations. To include, but not limited to:
  - a. Elementary School configuration to allow for increased population.
  - b. Elementary School configuration keeping neighborhoods together.
  - c. Maintain a reflection of the economic and ethnic diversity of the District’s student population in the various individual school attendance zones to the maximum extent possible.
  - d. Elementary School configuration to balance Kindergarten within neighborhood schools.
  - e. Elementary School configuration to balance Pre-K within neighborhood schools.
  - f. Expand Pre-K by up to 20 classes of 20 students per class.
4. Form a task force, comprised of Administrative, Community, and Board Members, to review the findings and recommendations of the report to provide a non-binding recommendation to the School Board in the fall of 2019.
5. Maximize transportation efficiencies.

[END OF SECTION]

## Section 6. SCOPE OF WORK

The School District of Lancaster is seeking proposals for all work associated with School Boundary and Restricting Planning, per the attached information. The work is to be done in accordance with any attached documents, and is subject to all of the terms, conditions, limitations and exclusions of the Contract, included the terms, conditions and limitations in this Request for Proposal, which shall be part of the Contract by incorporation, and as follows:

1. The work is publicly funded and must comply with all applicable local, state and federal laws, rules, and regulations. It is the responsibility of the bidder to determine what local, state and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the bidder. The Pennsylvania Department of Labor & Industry Prevailing Wages regulations and requirements are applicable to this work.
2. Contractors and their employees working in or near facilities where children may be located will be required to provide the District with: 1) FBI Criminal Background Check, 2) Pennsylvania State Criminal Record Check, and 3) Pennsylvania Child Abuse History Clearance.
3. Completion of the work includes the submission of all required documentation and software licenses to the owner.
4. The School District reserves the exclusive right to deny access to School District property to any Contractor, Sub-contractor, or their employees who do not have Background Checks that the District, in its sole opinion, believes to be satisfactory.
5. The Contractor will agree to make the supervisor and staff available to the School District for community-related inquiries upon notice and request of the School District.
6. The School District shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered as part of the performance of the contract.
7. No part of any work performed under this contract may be sub-contracted to other Contractors or individuals not included in the initial response to this RFP, without the prior written approval of the District.
8. The District is Tax-Exempt and a certificate will be provided to the successful bidder upon request.
9. It is understood that the Contractor is an independent contractor and not an officer, agent, or employee of the School District while complying with the terms and conditions of the Contract.
10. All data provided by the District to the successful bidder electronically or by other means are and remain the property of the School District of Lancaster. All data products generated by the successful bidder in executing the proposal as accepted by the Board of Directors shall become the property of the School District of Lancaster. Because some of the student data to be provided to the successful bidder will include personally identifiable information protected by FERPA and other laws, the winning individual or a duly authorized representative of the winning organization will be required to execute a non-disclosure agreement with the District that protects the data from unauthorized viewing and disclosure.
11. Requests for site visits or clarifications should be directed to Drew Schenk, Purchasing Manager, [ajschenk@lanaster.k12.pa.us](mailto:ajschenk@lanaster.k12.pa.us).

[END OF SECTION]

## Section 7. DELIVERABLES

As a result of the project, the bidder will deliver to the School District of Lancaster the following list of deliverables within the established project timeline.

1. Demographic Analysis and Reports
  - a. 10-year demographic student-aged population projections of the geographic area of the District.
  - b. 10-year enrollment projections for the District and by school.
  - c. 5-year enrollment projections by school and grade.
  - d. Review and analysis of charter, cyber, private, and parochial schools.
  - e. Review and analysis of residential developments, planned and proposed.
  - f. Review and analysis of immigration.
  - g. Generate geographic “neighborhood” areas to allow for detailed analysis.
  - h. Transportation costs and bussing times.
2. School Zone Boundary Scenarios and Reports
  - a. Review and analysis of building capacities and space utilization.
  - b. Compare existing zone boundaries and enrollment projections to school capacity.
  - c. Provide and use application to show dynamic results of zone boundary changes.
    - i. Ability to build, save, and load scenarios.
    - ii. Ability to assign “neighborhood” areas to different schools and view the results to both the sending and receiving schools, using population and enrollment projections.
    - iii. Ability to review impact of student shifts on school needs. For example, a boundary shift may require that the receiving school add additional English Language Development (ELD) classes.
    - iv. Ability to identify the student data set that is effected by any proposed shift.
    - v. Ability to generate reports for any scenario. Includes the ability to show scenario changes against existing baseline data.
    - vi. Documentation on usage of any software.
    - vii. Licensing contract for any custom software and paid licenses for any third-party software needed.
3. Maps and Written Descriptions
  - a. Provide electronic and 15 hard-copy maps of finalized zone boundaries for each school. Provide one large (36” x 44”) map of the entire District.
  - b. Provide electronic and one hard-copy written descriptions, clearly defining the zone boundaries for each school.
  - c. Provide electronic and one hard-copy written description of all feeder patterns.
  - d. Provide electronic and one hard-copy list of streets and address ranges for all zone boundaries.
  - e. Provide spatial data in electronic format; schools, students, boundaries, and any other GIS data developed during the project.
4. Work with a task force, comprised of Administrative, Community, and Board Members, to review data and engage stakeholders in the process through periodic meetings.
  - a. Meet with stakeholders and/or District staff for three (3) meetings while developing the boundary plan options.
  - b. Present boundary plan options to the Board of Directors at three (3) meetings throughout the length of the project (see Project Timeline).
  - c. Community Outreach: Present boundary plan options and gather feedback from the community at a series of meetings to be scheduled by the administration.
    - i. Manage the meeting; presenting the methodology, options reviewed, and changes from existing boundaries.
    - ii. Provide notes and suggestions from the meeting will be reviewed and analyzed.
    - iii. Host up to nine community meetings. (see Proposal Requirements for pricing)

### DELIVERABLE NOTES

The School District of Lancaster will have the following information available in electronic format:

- Building Information: Location, age, size, capacity, capital work, and a space inventory.
- Enrollment: Current and historic enrollment by school and grade.
- School Performance: PSSA and Keystone scores, School Performance Profile, and graduation rates.
- Grades and Feeders: Current, historic, and future grade configuration of each school. Current and historic feeder patterns.
- Student: Individual student information with student ID, address, grade, and school.
- Transportation: Busing guidelines, routes, stops, and student IDs.
- Boundaries: Existing zone boundaries for each school.

Note that the District does not have data in a spatial format (i.e. no GIS).

Current software utilized by the District includes:

**Student Information System:** eSchoolPLUS (migrating to Synergy by Edupoint for the 2019-2020 school year)

**Transportation Management System:** Transfinder Routefinder Pro, Info Finder, and Transfinder Maps

For task force meetings, the District will provide staff to assist at the meetings and will require consultants to moderate, present, and answer questions.

[END OF SECTION]

## **Section 8. PROJECT TIMELINE**

The estimated calendar for developing the School Boundary and Redistricting Plan as dictated by the Objectives and Deliverables is presented below:

### **September 2018**

9/27: RFP Issuance

### **October 2018**

10/19: Submission Deadline for Proposals

### **November 2018**

11/20: Board approval of selected proposal

### **December 2018**

Data gathering and initial review of scenarios.

### **February 2019**

2/5: Initial boundary plan options presented to Board of Directors; consultant presents two or three initial options for the attendance zone boundaries.

### **March 2019**

Progress report on revised boundary plan options based on stakeholder input, presented to Board of Directors; consultant presents one or two revised options for the attendance zone boundaries.

### **April 2019 – May 2019**

Public input meetings to review initial boundary plan options to be held at various locations around the District; consultant takes the lead in providing opportunities for citizen input through a series of input meetings; specific dates, times and locations to be determined by the Administration.

### **August 2019**

Draft report on boundary plan options presented to Board of Directors; consultant presents one final recommended plan for the attendance zone boundaries, based on staff and citizen input received in the first and second round public input sessions, and indicating the trade-offs involved in making the recommendation; approval of final boundary plans by Board of Directors.

### **September 2019**

Non-binding recommendation of final boundary plans posted to student, parent, community, teacher, administrator and individual campus pages on the School District of Lancaster website; posting to include maps showing original and finally adopted campus attendance zone boundaries, documents describing any related provisions recommended by Board of Directors regarding grand-fathering of students, hazardous route or other student transportation, student transfers etc., and documents describing the boundary planning process, including any Question & Answer documents or Frequently Asked Questions developed in response to community input throughout the process.

[END OF SECTION]

## Section 9. PROPOSAL AND CONTRACT REQUIREMENTS

1. **Submission of Proposals:** Proposals, including all required, documentation, shall be submitted as outlined in Section 4. All proposals will be accepted electronically on, or before, 12:00 PM EST, Friday, October 19, 2018.
2. **Preparation of Proposals:** Any response that alters the documented specification must be indicated on a separate piece of paper and attached to the bid response packet. All signatures must be in blue ink.
3. **Conflicts or Discrepancies:** Should a proposer find conflicts or discrepancies in the RFP documents, or should there be uncertainty as to the meaning or intent of any part thereof, or should there be conflicts between the RFP documents or specifications and any applicable laws or regulations, the bidder must, not later than seven (7) days prior to the submission deadline, request clarification in writing from the District. Failure to request clarification shall constitute a waiver of any claim by the proposer for expense or damages incurred as a result of a later interpretation of the RFP documents or specifications by the District.
4. **Deliverables and Evaluation Criteria:** Selection will be upon scoring of submitted proposals. Proposal evaluations will be weighted as follows:

Scope of Services to be Provided	25%
References	15%
Qualifications/Experience of Project Team	15%
Experience – Supporting Examples of Relevant Pre-K to 12 Work	15%
Demonstrated Understanding of District Challenges	15%
Pricing	15%
5. **References:** Contractor is required to submit a minimum of three (3) references with locations and point of contacts for which a scope of work, similar in nature, was performed. Contractor is required, to submit with its proposal, any third party participants/sub-contractors that will be performing on their behalf. Please note that insurance provisions will be applicable to any third-party participants/sub-contractors.
6. **Selection or Rejection of Proposals:** The District reserves the right to accept or reject any or all proposals or portion thereof and to waive informalities permitted by law. False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The District will consider the Applicant's prior experience, including past performance; personnel qualifications, including technical excellence; and management capability, including compliance with all state and statutory guidelines.
7. **Award Contract:** If any proposal is accepted, the contract(s) shall consist of this Request for Proposal, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to submission deadline. Additionally, the District's Master Agreement for Services (Appendix A) will be required by the awarded agency. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
8. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the District:
  - a. **Automobile Liability:** Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
  - b. **Workers Compensation:** Workers Compensation Insurance, disability benefit and other social insurance as may be required by law.
  - c. **Comprehensive General Liability:** Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
  - d. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by District.

Except for Workers Compensation Insurance, District shall be named as certificate holder and a primary, non-contributory additional insured under such insurance coverage.

Contractor shall submit insurance certificates ("Certificates") to School District evidencing required insurance coverage at the time of submission of this Agreement and at any other time(s) upon School District's reasonable request(s). Certificates evidencing the required insurance shall stipulate that School District shall receive thirty (30) days prior written notice of any change or cancellation in coverage. If Contractor or any subcontractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify and hold harmless School District in the same manner as if Contractor and/or such subcontractor had in full force and effect coverage in accordance with this Section.

Contractor shall comply with, and shall cause all subcontractors to comply with, all conditions of each insurance contract and all requirements of this Section.

9. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
10. **Default/Recourse:** In the event the successful Contractor fails or refuses to furnish and deliver said articles or perform the work or services required, or any part thereof as provided in these specifications or to replace any which are rejected, then the Board of School Directors is authorized to purchase the article(s) or contract for the work or services in conformity with the contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful Contractor, or to cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the School District.
11. **Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use 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 (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
12. **Debarment and Suspension:** 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 Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Bidder certifies that bidder 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. Awarded vendor(s) further agrees to notify the District immediately with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) 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.

13. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
14. **Right to Inventions Made Under a Contract or Agreement:** If District's 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 or 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 awarded vendor(s) agrees to comply with the above requirements when applicable.
15. **Standard Contract Conditions**
  - a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
  - b. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
  - c. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
  - d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
  - e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
  - f. Product Protection Guarantees. School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
  - g. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to SDOL during the course of the contract term.
16. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District.

[END OF SECTION]

**ATTACHMENT A. FORM OF PROPOSAL**

To: School District of Lancaster  
Attn: Business Office  
251 S. Prince Street, 3<sup>rd</sup> Floor  
Lancaster, PA 17603

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic bid submission.

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name & Title of authorized Bidder (printed):  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**ATTACHMENT B. NON-COLLUSION AFFIDAVIT**

Bid/RFP Number: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three 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 School District of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: \_\_\_\_\_

Name and Position: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT C.      ADDENDUM ACKNOWLEDGEMENT FORM**

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to RFP #3904 for School Boundary & Redistricting Plan.

ADDENDUM #1

Date\_\_\_\_\_

Signature\_\_\_\_\_

ADDENDUM #2

Date\_\_\_\_\_

Signature\_\_\_\_\_

ADDENDUM #3

Date\_\_\_\_\_

Signature\_\_\_\_\_

**ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE**

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: \_\_\_\_\_

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Supplier or Subcontractor \_\_\_\_\_

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Supplier or Subcontractor \_\_\_\_\_

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ATTACHMENT E. REFERENCES**

Provide three (3) recent references of similar size and requirements. Please include the following for each reference:

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Project Description:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Project Description:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Project Description:	

