



## **SCHOOL DISTRICT OF LANCASTER**

### **REQUEST FOR PROPOSALS # 3722**

**for**

### **Alternative Education for Disruptive Youth**

**For the period commencing July 2026 through and including June 2028**

**Issued on February 4, 2026**

#### **Pre-Bid Conference:**

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

#### **Proposal Submittal Deadline:**

Tuesday, February 24, 2026 at 2:00 PM EST

## **Section 1. INVITATION**

The School District of Lancaster is requesting sealed proposals from qualified parties to provide a program for students who require an alternative educational placement in order to continue their educational programming. The Alternative Education for Disruptive Youth Program (AEDY) provides a combination of intense, individual academic instruction and behavior modification counseling in an alternative setting to assist students in returning successfully to their regular classroom. AEDY Programs must adhere to the requirements of the Public School Code of 1949 (24 P.S. §§ 19-1901-C et seq. & 24 P.S. §§ 19-1901-E et seq.).

All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Please review this Request for Proposals (RFP) to learn about funding categories, guidelines, grantee requirements, submission instructions, proposal review, and the funding process.

Interested parties are invited to submit a proposal, including all required documentation, as outlined in Section 4.2. All proposals will be accepted on or before 2:00 PM EST on February 24, 2026.

Should an event cause the District to close, we will accept proposals until 2:00 PM EST on the next operating day.

This Request for Proposal is published on the School District of Lancaster website. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be disqualified and unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals. The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Pennsylvania. The awarding authority for this contract is the School District of Lancaster School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria are enclosed in the RFP, no other criteria will be used. Modifications, additions, or changes to the terms and conditions of this Request for Proposals may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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### Section 3. PURPOSE AND BACKGROUND

#### 3.1 *Background*

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.

There are twenty-two educational facilities in the District. 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 comprises two buildings – J.P. McCaskey and McCaskey East – and serves ninth through twelfth grade students.

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 better assist students 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 more seamless transition.

#### Alternative Education for Disruptive Youth (AEDY) Program

One Alternative Education for Disruptive Youth (AEDY) Program is currently offered in the district. Buehrle Academy located at 426 East Clay Street, Lancaster, PA 17602 offers alternative education options for disruptive students. A disruptive student is defined as a student who poses a clear threat to the safety and welfare of other students or the school staff, who creates an unsafe school environment or whose behavior materially interferes with the learning of other students or disrupts the overall educational process. Students enrolled in this program must be considered disruptive as defined by Act 30 of 1997, § 19-1901-C (5). The program must serve students in grades 6-12 who require temporary placement due to behavioral challenges that impede their success in traditional school settings.

The successful contractor shall not be responsible for transporting students to and from the facilities or providing food, nor shall the contractor be responsible for utilities, trash and recycling, or janitorial services. Through separate lease agreements, SDoL shall lease the facilities to contractor for a duration commensurate with the contract for the Alternative Education Program. **Buehrle Academy shall be leased at no additional cost to the contractor. Cost proposals should take into account the rent due to SDoL.**

#### 3.2 *Purpose*

It is the intent of the School District of Lancaster (SDoL) Board to establish a contract with a vendor to provide educational, career readiness, and social-emotional services to students assigned to an Alternative Education Program, including students with behavioral and emotional disabilities, in need of alternative education for disruptive youth (AEDY). SDoL will review such submittals as more fully described herein with the idea of selecting a qualified vendor with whom to negotiate a contract to provide educational services to students in the alternative education for disruptive youth program during 2026-2027 and 2027-2028 school years, with the option to extend yearly, up to an additional four years, after the initial term.

The chief mission of SDoL is to provide successful learning for all students. The Alternative Education for Disruptive Youth Program will ensure that high quality, standards-aligned instruction will occur that are consistent with what is being taught in the general education environment, while addressing and supporting the behavioral and emotional needs of the students at Buehrle Academy. This service is offered on an interim basis for SDoL students who are experiencing

situational and behavioral challenges that prevent them from achieving academic and personal success in their general education program.

The typical Alternative Education Program School Day is 6.5 hours and operates on the 180-day school year, aligned with the SDoL approved calendar. The number of students who are served through the Alternative Education Programs at any given time varies as students enter the program, and others are integrated back into their home school. The Alternative Education Program is operated in accordance with relevant legal statutes and all Policies and Administrative Regulations approved by the Board of School Directors of the School District of Lancaster. Policies can be viewed online at:

<https://go.boarddocs.com/pa/lanc/Board.nsf/vpublic?open#>

Additionally, while not included as part of this Request for Proposal, the contracted vendor is expected to operate extended school day, extended school year, and/or summer programming, as SDoL budget permits. SDoL actively seeks grants to provide these additional services, above and beyond the base Alternative Education Programs contract.

### ***3.3 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, it is the second-oldest inland school district in Pennsylvania. The district employs approximately 1,600 Administrative, Professional, and Support Staff. Our student population has decreased slightly to 10,400 students of whom 60% are Hispanic, 17% are African American, 13% are Caucasian and 10% are Asian and other ethnicities. Our Mission Statement is "To ensure every child receives an excellent education." SDoL provides a comprehensive educational program for grades pre-kindergarten through twelve.

[END OF SECTION]

## Section 4. CONTACTS AND RESPONSE INFORMATION

### 4.1 *Proposal Questions and Registration:*

Questions regarding this RFP should be directed to Renee Ortiz, Business & Operations Specialist, and received no later than 2:00 PM EST, February 11, 2026. Responses to questions will be provided on February 13, 2026, via an addendum published to the [District's website](#). All questions must be submitted in writing to [rortiz@sdlancaster.org](mailto:rortiz@sdlancaster.org); verbal inquiries will not be honored.

### 4.2 *Submission of Proposals:*

Proposals, including all required forms and documentation, shall be submitted with one original (printed and signed) copy and one electronic copy (USB drive preferred) marked "RFP 3722: Alternative Education for Disruptive Youth" to the address below on or before 2:00 PM EST on February 24, 2026.

Should an event cause the District to close, we will accept proposals until 2:00 PM EST on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time, and delivered to:

Renee Ortiz  
Office of Operations  
School District of Lancaster  
1020 Lehigh Ave  
Lancaster, PA 17602

If necessary, addenda to this RFP will be posted to the District's website (<https://sdlancaster.org/grow/bids-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 the addenda by returning Attachment C if addenda have been issued.

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.

### 4.3 *Response Documentation:*

In addition to the proposal 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)
- Federal Terms & Conditions for Grants (Attachment F)

### 4.4 *RFP Timeline:*

**Deadline for Written Inquiries:** February 11, 2026 at 2:00 PM EST

**Response to Questions:** February 13, 2026 by 5:00 PM EST

**Proposal Submittal Deadline:** February 24, 2026 at 2:00 PM EST

**Anticipated Board Approval:** March 17, 2026

[END OF SECTION]

## **Section 5. GENERAL TERMS & CONDITIONS**

1. Ensure that your proposal complies with all requirements specified in this Request for Proposals. Attention to all clauses of these requirements is advised.
2. Complete all documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Any variation in your proposal from the conditions and specifications as outlined in this Request for Proposal must be clearly stated, with the variation from specifications noted.
4. No rights shall accrue to any person submitting a proposal until such proposal has been accepted, contract awarded, and such contract finally and completely executed in writing.
5. The District reserves the right to retain all proposals regardless of selection.
6. 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.
7. The District is Tax-Exempt and a certificate will be provided to the successful proposer upon request.
8. 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.
9. All data provided by the District to the successful proposer electronically or by other means are and remain the property of the School District of Lancaster. All data products generated by the successful proposer in executing the proposal as accepted by the Board of Directors shall become the property of the School District of Lancaster.
10. This is a Request for Proposal (RFP) and not a competitive bid. The use of the terms "bid", "bidding" or "bidder" herein shall not operate to require the District to award a contract to the lowest responsible and responsive respondent. To the contrary, the District retains the right to negotiate the price and other terms of the RFP with the respondent identified and chosen by the District.

[END OF SECTION]

## Section 6. PROJECT SPECIFICATIONS & REQUIREMENTS

### 6.1 Project Specifications:

**The successful vendor shall, at a minimum, be required to provide:**

1. Instruction at grade level, by PA certified, highly qualified content teachers, in core academic areas in a highly structured setting, thereby enabling students to progress in their general education curriculum and behavioral goals
2. All required and elective courses for High School graduation in alignment with McCaskey High School's School Board approved requirements
3. Research-based intervention program(s), approved by SDOL, to support behavioral mental health, social-emotional learning, reading, writing, and mathematics
4. A structured, trauma-informed environment conducive to learning and personal growth, informed by research and recognized standards of practice
5. Academic guarantees a minimum of 1.0-year grade level growth in reading, writing, and mathematics for all students per year
6. Services for English Language Development (ELL) and Special Education students, and students with 504 plans
7. Training in social skills and behavior management as necessary to assist students in developing replacement behaviors that are appropriate for success in a school environment. Training in social skills and behavior management, as necessary, to assist students in developing replacement behaviors that support their success in a school environment.
8. Intensive, individualized academic instruction, behavior management system implementation, and counseling services, as determined by the student's IEP or behavior plan and reviewed regularly with students through formal student conferencing
9. Individualized instruction and classroom management in basic skills (i.e., reading, language arts, and math) via one-on-one or small group instruction using differentiated materials and research-based instructional strategies
10. Small group and full group instruction in content area subjects (e.g., social studies, science, arts, and physical education) aligned with grade level common core standards
11. Teacher-guided instruction supplemented by technology
12. Technology, materials, and resources needed to effectively deliver instruction aligned with the SDOL curriculum
13. Services and programming that align with school improvement requirements as defined by SDOL and PDE
14. Attendance monitoring, intervention, and case management for all enrolled students (e.g., phone calls, home visits, parent conferences)
15. Work collaboratively with SDOL personnel to assist with case management services for students returning to School District of Lancaster buildings. Work in partnership with School District of Lancaster personnel to implement coordinated case management services for students returning to district buildings, focused on maximizing continuity of supports, effective transition planning, and successful reintegration.
16. Transitional services, such as career interest and aptitude assessments, career exploration and awareness courses, community-based work-study programs and job searches, resume writing and interview skills. A transition plan for reintegration into the regular school setting
17. Reports will be submitted to the appropriate District administrator to document student progress either bi-weekly, monthly, or at the discretion of administrators
  - a. Behavioral Data – suspensions, major infractions
  - b. Academic Data – academic benchmarks, state testing

- c. Attendance Data – truancy, chronic absenteeism, average daily attendance, home visits
  - d. Intervention Data – Multi-Tiered Systems of Support tracking data from the Student Information System (SIS)
  - e. Teacher Evaluations – count of informal and formal observations
  - f. Walkthroughs – Classroom set
  - g. Rigor Walks – an observational process used by school leaders, instructional coaches, or administrators to assess the level of academic rigor in classrooms. It's typically a short, focused walkthrough (often 5–15 minutes) where the observer looks for evidence that instruction and student learning meet high expectations.
  - h. Instructional Rounds – structured process for professional learning and school improvement, modeled after medical rounds in hospitals. They involve educators—often administrators, coaches, and teachers—visiting classrooms together to observe teaching and learning, then collaboratively analyze what they see to identify patterns and next steps.
  - i. Student Conferencing – a structured, one-on-one or small-group conversation between a teacher and a student (or students) focused on learning progress, goals, and strategies for improvement. It's an instructional practice designed to personalize learning and provide targeted feedback.
18. Bi-weekly and end-of-year summary reports to the designated administrator that demonstrate the Alternative Education Program's impact on student behavior, attendance, academic achievement, and recidivism. Specific elements to be addressed in the summary reports will be provided to the selected provider.
19. A system to track student recidivism rates (return to the alternative program)
20. Ensure that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; and (3) providing job-embedded, ongoing professional development in alignment with the School District of Lancaster's Professional Development calendar informed by the teacher evaluation and support systems and tied to teacher and student needs.
21. Provide strong leadership by: (1) reviewing the performance of the current certified principal; (2) replacing the principal, in consultation and final approval by SDOL, if such a change is necessary to ensure strong and effective leadership, or demonstrating to the state education agency that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operation flexibility in the areas of scheduling, staff, curriculum, and budget.
22. Establish a school environment that improves school safety and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs, utilizing district-aligned initiatives.

**The successful vendor shall be responsible for staffing as follows:**

1. The vendor will recruit and hire its own staff, provided that each classroom must be staffed by one teacher with a Pennsylvania content certificate commensurate with the grade and subject matter they are instructing, and one full-time instructional assistant
2. Instructional assistants will be utilized to support instruction and behaviors in the classroom
3. The vendor will provide professional development and training to staff and assign a mentor to each staff; Additionally, all staff will be required to participate in SDOL's district-wide professional development programs; the vendor is responsible for providing and reporting Act 48 credit for Professional Development to their staff
4. The vendor will align with current district initiatives and standards, including, but not limited to: Positive Behavioral Interventions and Supports (PBIS), restorative practices, multi-tiered systems of support, social and emotional support, crisis prevention intervention (CPI), and trauma-informed care
5. The vendor will support a culture of equity, diversity, belonging, and inclusion

6. A certified principal will be assigned to the program and on-site full-time
7. The vendor's staff shall be required to comply with any local or State law requiring a criminal history review in connection with obtaining any necessary clearance, along with fingerprinting
8. The vendor's staff will be formally evaluated twice per year with input from SDOL instructional administration; Define what is currently happening or the collaboration that is expected moving forward
9. The vendor and/or vendor's staff will be required to adhere to any understandings reached under an IEP or pursuant to the Individuals with Disabilities in Education Act (IDEA) and shall have to adhere to, follow, and/or implement any program or reporting requirement of the Pennsylvania Department of Education; and
10. The vendor will replace any staff member with a substitute staff member upon request of the Superintendent for any legitimate business/educational reason
11. The vendor will hire a licensed full-time, on-site staff member with knowledge and expertise in behavioral mental health, social services, counseling, or a related field
12. Vendors are responsible for becoming familiar with: (a) all of the provisions and requirements contained in the RFP; (b) the School District's needs as outlined herein; and (c) all federal, state and local legal requirements governing such services, including, by way of example and not limitation, the School District's policies found on the School District's website ([www.sdlancaster.org](http://www.sdlancaster.org))
13. Vendors must agree to provide all services outlined in their submitted proposals. Contractors shall provide, at their sole cost and expense, all personnel, sub-Contractors, facilities, equipment, and supplies needed to furnish the proposed services required by the School District, unless otherwise outlined in the proposals or in this RFP. By submitting a proposal, the Contractor agrees to meet these provisions and agrees not to seek any price increase from the School District during the contract term awarded for, by way of example and not limitation, price increases associated with increased personnel or sub-Contractor costs.

## **6.2 *Proposal Requirements:***

All proposals must include the following:

1. Statement of Qualifications and General Response (the "Statement") in response to the RFP. In order to receive serious consideration, a Statement must be comprehensive and should include, at a minimum, the following information:
  - a. A statement of qualifications, including experience, background description, and examples of similar work successfully performed by the vendor, providing client names and contact information
  - b. A summary demonstrating that the vendor understands the requirements of the RFP and a description of how the vendor proposes to operate the Alternative Education Program
  - c. A job description for each position
  - d. A list of all known staff to be assigned and their qualifications
  - e. A statement of ownership interest, identifying the names, addresses, and respective percentage interests of all owners, partners, and stockholders of any partnership, LLC, close or privately held corporation
  - f. A copy of an annual financial statement prepared by an independent certified accountant reflecting the vendor's financial condition for 12 months ending not before December 2025
  - g. In the case of a corporation, written evidence, in the form of a certificate of good standing or otherwise, the vendor is in good standing under the laws of the state in which it is licensed to do business
  - h. In the case of a non-Pennsylvania corporation, a statement that the corporation will take all necessary steps to become licensed/registered to lawfully operate in the Commonwealth of Pennsylvania

- i. A proposed cost or cost structure for providing the services requested herein for the 2026-2027 and 2027-2028 school year. Vendor shall submit pricing for each of the four (4) optional extension years, or may provide an overall percentage increase to apply to the prior year.
  - j. The general terms of a proposed contract and any additional terms deemed appropriate or optional, considering the vendor's understanding of the desired services
2. Attachment A: Form of Proposal
  3. Attachment B: Non-Collusion Affidavit
  4. Attachment C: Addendum Acknowledgement Form. Note that addenda may not be issued. Prior to submitting your proposal, please reference <https://sdlancaster.org/grow/bids-proposals/> for the posting of any addenda.
  5. Attachment D: Minority Business Enterprise Type
  6. Attachment E: References. Three references, identifying, at a minimum, persons able to characterize the vendor's experience with management and provision of educational services, and identifying each reference by name, address, contact person, telephone number, e-mail address, and nature of relationship with vendor.
  7. Attachment F: Federal Terms & Conditions for Grants

### **6.3 *Evaluation Criteria:***

<b>Criteria</b>	<b>Percentage Weight</b>
Background	10%
Knowledge & Experience of Subject Matter	15%
Qualifications & Demonstrated Outcomes	15%
Case Management	15%
References	10%
Budget	35%
<b>Totals</b>	<b>100%</b>

[END OF SECTION]

## Section 7. PROPOSAL AND CONTRACT REQUIREMENTS

1. **Submission of Proposals:** Proposals, including all required documentation, shall be submitted as outlined in Section 4.2. All proposals will be accepted on, or before, 2:00 PM EST, February 24, 2026.
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. **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.
5. **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.
6. **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.
7. **Term of Contract:** The initial term of the contract will commence upon execution of a signed contract and end on June 30, 2028. The contract may be renewed for successive one-year terms, beginning July 1, 2028, upon written agreement of both parties.
8. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the District:
  - 8.1. **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.
  - 8.2. **Workers Compensation:** Workers Compensation Insurance, disability benefit and other social insurance as may be required by law.
  - 8.3. **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.
  - 8.4. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by District.
    - 8.4.1. Except for Workers Compensation Insurance, District shall be named as certificate holder and a primary, non-contributory additional insured under such insurance coverage.
    - 8.4.2. 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.

8.4.3. 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. **Indemnification:** In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the School District of Lancaster and its Boards of School Directors from and against any and all claims, suits judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the contractor, its agents or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the District representatives with respect to the performance of the contract.
10. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing seven (7) 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.
11. **Default/Recourse:** In the event the successful Contractor fails or refuses to 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 immediately 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 immediately cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the School District.
12. **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. **Non-Discrimination Provision:** The contractor agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the contractor hires in connection with all work performed on behalf of the District. The contractor will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. The contractor will supply all compliance reports required by the Pennsylvania Human Relations Commission. Failure to comply with all requirements of the Governor's Code of Fair Practice (June 6, 1983) and the regulations of the Pennsylvania Human Relations Commission shall constitute a substantial breach of this contract and provide reason for termination upon written notice to the contractor.
16. **Standard Contract Conditions**
  - 16.1. 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.
  - 16.2. 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.
  - 16.3. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
  - 16.4. 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.
  - 16.5. 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.
  - 16.6. 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.
  - 16.7. 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.
17. **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: Office of Operations  
1020 Lehigh Ave  
Lancaster, PA 17602

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 Proposals, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to proposal 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 proposal 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 Title: \_\_\_\_\_

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 3722: Alternative Education for Disruptive Youth

### **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
- Not Applicable

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

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

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

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ATTACHMENT E. REFERENCES**

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

<b>ATTACHMENT E. REFERENCES</b>	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

<b>ATTACHMENT E. REFERENCES</b>	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

<b>ATTACHMENT E. REFERENCES</b>	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

**ATTACHMENT F. FEDERAL TERMS & CONDITIONS FOR GRANTS**

The following two (2) pages contain the rider for purchases funded, in whole or in part, by Federal funds.

**The undersigned party submitting this proposal hereby accepts all of the Federal Terms & Conditions for Grants provided in Attachment G.**

Name of Party Submitting Proposal: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

# RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

## I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include 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, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
  - 1. Paper and paper products listed in 40 C.F.R. 247.10;
  - 2. Certain vehicular products as listed in 40 CFR 247.11;
  - 3. Certain construction products listed in 40 C.F.R. 247.12;
  - 4. Certain transportation products listed in 40 C.F.R. 247.13;
  - 5. Certain park and recreation products, 40 C.F.R. 247.14;
  - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
  - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
  - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
  - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
  - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
    - a. Postconsumer materials such as -
      - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
      - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
    - b. Manufacturing, forest residues, and other wastes such as -
      - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
      - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
      - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
      - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
      - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

## II. 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."

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

- (1) 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 setting forth the provisions of this nondiscrimination clause.
- (2) 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.
- (3) 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.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

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 or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

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 subrecipient 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.

### **IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all 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.

### **V. 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 subrecipient 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 subrecipient 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.

### **VI. 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).

### **VII. 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.

### **VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors 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 U.S.C. 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.