



## **SCHOOL DISTRICT OF LANCASTER**

**REQUEST FOR PROPOSALS # 3723**

**for**

**Structured Communications Cabling**

**For the period commencing July 1, 2026 through and including June 30, 2027**

Issued on April 1, 2026

Pre-Bid Conference:

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

Proposal Submittal Deadline:

Tuesday, May 5, 2026 at 2:00 PM EST

Section 1.       **INVITATION**

The School District of Lancaster is engaging in a Request for Proposals (RFP) process for Structured Communications Cabling for the 2026-2027 School Year, according to the specifications contained in this 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. All proposals will be accepted on or before 2:00 PM EST on Tuesday, May 5, 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 Proposal 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”) is soliciting sealed proposals from qualified and experienced Contractors to provide services on an as-needed basis through individually issued work orders in support of the District’s facilities and technology infrastructure.

Each work order will define the scope of work, materials, schedule, pricing, and applicable requirements. Contractors must submit pricing and required documentation within five (5) business days of receipt of a draft work order. Work may begin only after a work order has been formally executed and issued by the District. The District reserves the right to cancel or supplement work orders or to complete work using District staff or other contractors.

The District may furnish or directly procure materials, and no material markup will be permitted. Work must be completed within established timeframes and may require after-hours or weekend scheduling. A significant portion of the work may involve structured cabling and must comply with District standards, applicable codes, industry regulations, manufacturer requirements, and required documentation and testing protocols.

### **3.2 Purpose**

The District seeks a qualified partner to provide the following services: installation and termination of CAT6 cabling; installation and termination of single mode and multi-mode fiber; installation of speaker wire for paging/intercom speakers; removal of existing CAT5/CAT6 and fiber cabling; installation and mounting of network racks; installation and mounting of wireless access points; installation and mounting of security cameras; and other related structured cabling work.

### **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. It 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. 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. Established in 1836, it is the second-oldest school district in Pennsylvania. The District employs approximately 1,600 Administrative, Professional, and Support Staff. Our student population averages 10,000 students, of whom 62% are Hispanic, 16% are African American, 12% are Caucasian, and nearly 10% are Asian and other ethnicities.

The District is governed by a nine-member Board of School Directors (the Board), elected for four-year terms. The Superintendent is the Chief Administrative Officer of the District and has responsibility for all aspects of operations, including education and finance. The Chief of Finance and Operations is responsible for budgets, financials, and non-instructional school operations. Both officials are selected by the Board in accordance with Pennsylvania School Law and relevant legislation. A Cabinet level of administrators that includes the Assistant Superintendent for Curriculum and Instruction, Directors of Schools, Director of Student Services, among others, provides oversight of various departments in the District.

Our Mission Statement is “To ensure every child receives an excellent education.” The District provides a comprehensive educational program for grades pre-kindergarten through twelve.

There are twenty-one educational facilities in the District that host classes from PreK-12th grade. The elementary schools provide full-day pre-kindergarten and kindergarten programs and educate students through fifth grade. Four middle schools serve students in sixth through eighth grade. The District also has one Pre-K through 8th-grade school to serve the far western area of the District. J.P McCaskey High School Campus is two buildings – J.P. McCaskey and McCaskey East – serving 9th through 12th grade students. Two alternative programs at Buehle School and Phoenix Academy offer options for students who are in need of credit recovery, are overage for their grade, or have a need for an alternate setting for their educational success.

[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, April 14, 2026. Responses to questions will be provided on April 16, 2026, via addendum published to the [District's website](#). All questions must be submitted in writing to [rlortiz@sdlancaster.org](mailto:rlortiz@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) and one electronic copy (USB drive preferred) marked "RFP 3723: Structured Communications Cabling" to the address below on or before 2:00 PM EST on Tuesday, May 5, 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  
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 the addenda has 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)

### **4.4 RFP Timeline:**

**Deadline for Written Inquiries:** April 14, 2026 at 2:00 PM EST

**Response to Questions:** April 16, 2026 by 5:00 PM EST

**Proposal Submittal Deadline:** Tuesday, May 5, 2026 at 2:00 PM EST

**Anticipated Board Approval:** June 16, 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 District will deliver a draft work order to Contractor electronically setting forth the scope of work, completion time, and other important data for the work and materials needed.

Within five (5) business days of Contractor's receipt of the draft work order, Contractor shall notify the District of Contractor's proposed contract sum to complete the work and provide the materials set forth in the draft work order, and otherwise advise the District if Contractor disagrees with or requires clarification on the scope of work, completion time or other requirements set forth in the work order. The District and Contractor shall proceed in good faith to reach agreement on a work order, and Contractor shall execute the mutually agreed upon work order and deliver it to the District. The work order, signed by the District and delivered to the Contractor, constitutes the District's acceptance of the work order. If the District and Contractor, despite good faith efforts, cannot reach prompt mutual agreement on a work order, the District reserves the right to cancel the work order, and to have the work completed by the District's own staff or other third party.

The District reserves the right to require Contractor to use materials and supplies which the District has in inventory or which the District elects to purchase directly. In such case, Contractor shall not be entitled to any mark-up on materials and supplies provided by the District. The District will require the Contractor to provide detailed materials and supplies list for each work order to facilitate the acquisition of appropriate materials and supplies by the District.

Contractor shall submit a Detailed Cost Break-Down (the total of which shall equal the full amount of the contract sum for the Work Order). The Detailed Cost Break-Down shall be submitted to the District within five (5) business days of the date of the District's delivery of the draft work order to Contractor (which delivery may be via e-mail). Failure to timely submit such Detailed Cost Break-Down shall constitute a default by Bidder, and the District may, at its sole discretion, award the work order to another contractor, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to provide the Detailed Cost Break-Down. The District shall also have the right to award the work order but withhold payment to Contractor until the Detailed Cost Break-Down is submitted by Contractor.

The District, without invalidating the work order or the Contract, may order changes in the scope of work consisting of additions, deletions or other revisions. Such changes shall be embodied in a supplemental work order developed in accordance with the procedure for developing all work orders set forth above. A supplemental work order may alter the completion time. All such changes in the scope of work shall only be authorized by supplemental work order.

The work order price, including authorized adjustments thereto, is the total amount payable by the District to the Contractor for completing the scope of work within the work order completion time.

The work order completion time is the period of time, based on calendar days, allotted in the work order for final completion of the scope of work. The date of commencement of the work is the date established in the work order. If there is no date set forth in the work order, it is the date the fully executed work order is returned by the District to the Contractor, which must be submitted electronically. Unless otherwise provided in the work order, the Contractor shall achieve final completion no later than ten (10) days from the date of commencement of the work.

No work shall start without a work order issued by the District.

Certain work orders may require after-hours work, especially while classes are in session during the school year, between 3:30PM and 10PM, as agreed upon by District and Contractor. Additionally, the option to complete work over certain holidays and weekends will be available to the Contractor, as agreed upon by the District and Contractor.

#### **Additional Requirements for Structured Cabling**

1. District standard for Ethernet terminations is TIA568B.
2. Cable support hardware must be installed if not present in building. If J hooks are to be used, they must be placed every five (5) feet.

3. A five (5) foot service loop must be provided on BOTH ends of each run.
4. Category 6 cable must be used for data runs, unless otherwise specified.
5. All runs must be three hundred (300) feet or less in total length, end to end.
6. All runs must be continuous with no breaks or splicing allowed.
7. Cabling must be bundled along the path from the IDF location to the end. Velcro should be used wherever possible to secure the bundles.
8. Cables may not be placed/routed in a way to allow for touching to occur against devices that are not meant to support data cabling, such as lights, electrical conduit, piping, etc.
9. Vendor must supply all tools required for work, including ladders and carts. Lifts may be provided as needed. Vendor must supply lifts or a bucket truck if required for the exterior of the building.
10. Vendor must supply keystone jacks, biscuits (compatible with keystone jacks), wallplates, and surface raceway. The only item provided by the district is modular keystone patch panels, unless specified in the work order.
11. Wallplates and surface raceway should be white, unless otherwise specified.
12. Surface raceway must be fastened to walls using screws or another agreed-upon fastener. Adhesive alone is not sufficient.
13. Both ends of Category 6 cable must be terminated by the vendor using keystone jacks.
14. All dirt, dust, etc., created by contractor work must be cleaned up at the end of each workday. Broken ceiling tiles must be replaced. Ceiling tiles cannot be left open/removed at the end of each workday.

#### **Documentation**

1. Must provide a spreadsheet detailing the run to the corresponding location
2. Machine-generated labels must be attached to all cable ends within rooms/ceilings or surface mount boxes (if applicable).
3. Patch panels must be labeled with the convention used in each building. This convention will be provided for each work order.
4. Must provide documentation that testing of each cable run was completed up to 1Gb link speed, meeting all relevant Ethernet standards.

#### **Delivery**

1. Delivery must be to each school location between the hours of 8 AM and 4 PM.
2. Contractor must deliver all supplies to the specific location within the building.
3. A secure location will be provided to the Contractor in each location for supplies.

#### **Structured Cabling Technical Standards**

1. EIA/TIA-569-A. Commercial Building Standard for Telecommunications Pathways and Spaces
2. EIA/TIA-568-B. Commercial Building Telecommunication Standard
3. EIA/TIA -TSB 67. EIA/TIA Telecommunications Systems Bulletin, Additional Transmission Specifications for Unshielded Twisted-Pair Cabling Systems
4. IEEE 802.3ab Gigabit transmission over UTP
5. ANSI/TIA/EIA-606. Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
6. ANSI/TIA/EIA-607. Commercial Building Grounding and Bonding Requirements for Telecommunications

### Structured Cabling Regulatory Requirements

1. EIA/TIA-568-B Commercial Building Wiring Standard
2. The supplied manufacturer's structured cabling system installation guidelines. All manufacturer requirements must be met. Contractor must be an authorized installer of manufacturer products to ensure District receives the full manufacturer warranty.

### 6.2 Proposal Requirements:

All proposals must include the following:

3. Statement of Qualifications
  - a. Proven Experience: Demonstrate a track record of success with the installation of structured cabling and related functions.
  - b. Hourly labor rates for non-prevailing wage work
  - c. Hourly labor rates for prevailing wage work.
  - d. Clearly indicate in the proposal any requirements, services, or scope of items that the vendor is unable or unwilling to perform.
  - e. Adequately address all areas by which proposals will be evaluated, as identified in section 6.3.
4. Attachment A: Form of Proposal
5. Attachment B: Non-Collusion Affidavit
6. 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.
7. Attachment D: Minority Business Enterprise Type
8. Attachment E: References

### 6.3 Evaluation Criteria:

Criteria	Percentage Weight
Experience and Expertise with a Similar Scope of Work	30%
Alignment with RFP Specifications	20%
Prior Experience with the School District of Lancaster	10%
Budget	40%
<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, Tuesday, May 5, 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 expenses 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/subcontractors that will be performing on their behalf. Please note that insurance provisions will be applicable to any third-party participants/subcontractors.
5. **Selection or Rejection of Proposals:** The District reserves the right to accept or reject any or all proposals or portions 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, 2027. The contract may be renewed for successive one-year terms, beginning July 1, 2027, 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.
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. **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: 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 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 3723: Structured Communications Cabling

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:

Reference 1	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

Reference 2	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

Reference 3	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	