



Allentown School District
31 S Penn Street | Allentown, PA 18102
<https://www.allentownsd.org/>

The Allentown School District
(Allentown, PA)

REQUEST FOR PROPOSAL (RFP)

K-12 Science Programs

Issuance Date: December 05, 2023

Submission Date: December 19, 2023 by 12:00 PM EST

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REQUEST FOR PROPOSAL

K-12 Science Program

Allentown School District

Allentown School District (“ASD”) is inviting proposals from qualified firms to provide comprehensive curriculum and instructional materials in science that will effectively support equitable science learning for all students in all classrooms in Kindergarten through grade 12 within our large, urban school district. Respondents may submit programs designed for K-12 or for specific grade bands as follows: K-5, 6-8, and/or 9-12. ASD is interested in a rolling implementation starting in the spring of 2024.

All proposals need to be sent electronically in PDF format by email to the following:

RFP@allentownsd.org

Proposals must be received no later than Tuesday, December 19, 2023 by 12:00 PM EST.

The Allentown City School District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions prior to the submittal of the RFP are to be directed to:

Beth Hildabrant
Director of Procurement
RFP@allentownsd.org

Beth Hildabrant is the only contact for this project. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All questions must be submitted via email.

GENERAL RFP TERMS AND CONDITIONS

Purpose

The purpose of this Request for Proposal (RFP) is to solicit one or more established providers of elementary and secondary science curricula to provide Allentown School District (ASD) with comprehensive, high-quality curricular and instructional materials in science that are designed for the Next Generation Science Standards (NGSS/STEELS) and aligned to Pennsylvania's Science, Technology, Engineering, Environmental Literacy, and Sustainability (STEELS) standards. This RFP seeks curriculum providers ("Respondents" or "Offerors") who will support the Allentown School District's Science Education Philosophy:

Allentown School District's Science Education Philosophy

Science Education in the Allentown City School District ensures that **every graduate** will...

*"...have some appreciation of the beauty and wonder of science; possess sufficient knowledge of science and engineering to engage in public discussions on related issues; are careful consumers of scientific and technological information related to their everyday lives; are able to continue to learn about science outside school; and have the skills to enter careers of their choice, including (but not limited to) careers in science, engineering, and technology."*¹

This is achieved when:

All of our students, at all grade levels, learn science by doing science through accessible, relevant, and responsive scientific investigation of phenomena (and engineering design for problems) that prioritizes evidence, reasoning, and creativity.

All of our students continually engage in science and engineering practices and apply crosscutting concepts to deepen their understanding of disciplinary core ideas, all of which become progressively more sophisticated as students advance through school.

All of our students have access to a highly qualified science teacher, an inclusive classroom environment, sufficient science resources, effective feedback, strategic supports, and coherent, cognitively demanding learning experiences.

Each of our students feels valued as a unique member of a diverse learning community, is empowered to surpass historical and structural barriers, and is encouraged to contribute to scientific explanations and engineering solutions.

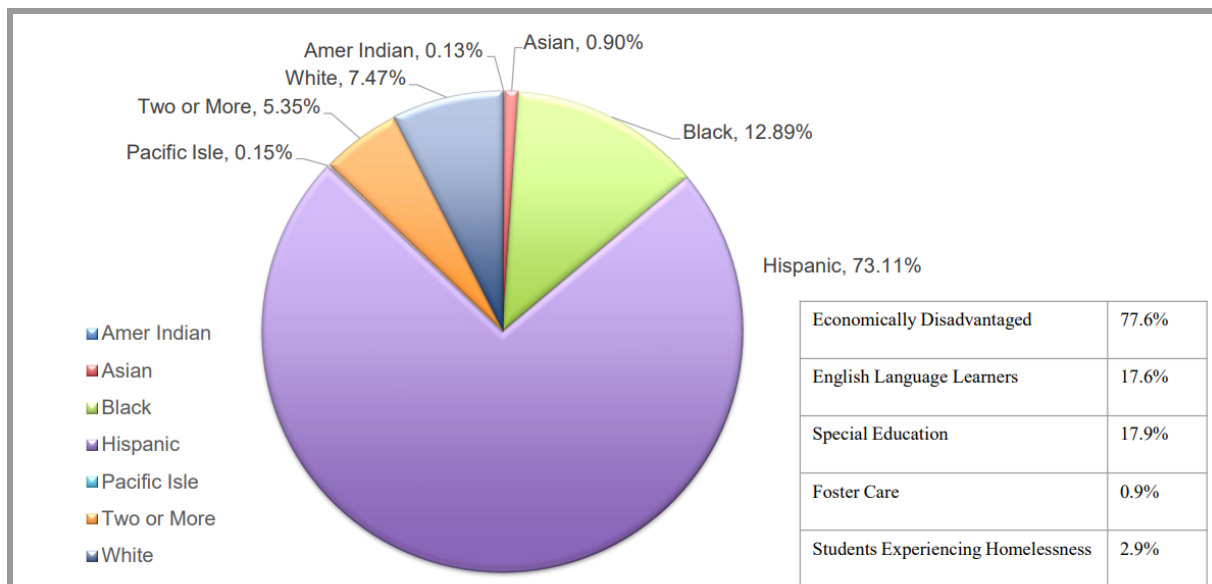
¹National Academies of Sciences, Engineering, and Medicine. 2012. *A Framework for K-12 Science Education: Practices, Crosscutting Concepts, and Core Ideas*. Washington, DC: The National Academies Press. <https://doi.org/10.17226/13165>.

ASD seeks curricular materials and approaches that are culturally responsive; explicitly support English Language Learners, students with disabilities, and students in need of additional intervention; allow for enrichment and acceleration; and provide easy-to-understand resources for parents/guardians. Digital tools and formative assessments in the hands of teachers must allow for differentiated/scaffolded instruction and timely support to students, including accessibility features. Respondents must embrace “All Students, All Standards” approach to science teaching and learning.

Background

Allentown School District (ASD) serves approximately 16,600 students in Kindergarten through Grade 12 in 24 schools.

The Allentown School District student population is:



Allentown School District Mission

Each and every student will graduate college and career-ready by having their individual needs met through active engagement in a rigorous, safe, and nurturing learning environment.

Allentown School District Vision

Each and every student, with the active support of the entire community, will graduate ready to thrive in a diverse and complex world.

Allentown School District Beliefs

In the Allentown School District, our commitment to Excellence, Partnership, and Equity means we believe in:

- Honoring each student's unique qualities
- Ensuring equity of access and opportunities

- Nurturing the pursuit of lifelong learning
- Strengthening partnerships with families and communities
- Promoting cultural responsiveness
- Building trust and mutual respect

Allentown School Board Policies 108 And 109

Proposals must comply with the following selection requirements as written in ASD Board Policy 108, Adoption of Instructional Materials and ASD Board Policy 109, Adoption of Resource Materials:

Policy 108: The Board shall, by an affirmative vote of a majority of the full Board, adopt all textbooks used for instruction in the district's educational program. The Board shall establish a planned cycle of textbook review and replacement.

Definition

Textbooks shall be defined as the books used as the basic source of information in the planned instruction.

Delegation of Responsibility

The Superintendent shall be responsible for the selection and recommendation of textbooks for Board consideration. No adoption or change of textbooks shall be made without the **Superintendent's recommendation, except by a two-thirds vote of the Board.**

Policy 109: The Board shall, by an affirmative vote of a majority of the full Board, provide resource materials that implement, support, and enrich the educational program of district schools.

Definition

Resource materials shall include nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital materials, software, and instructional material.

Delegation of Responsibility

The Superintendent or designee shall be responsible for the recommendation of all resource materials. No adoption or change of materials shall be made without the Superintendent's recommendation, except by a two-thirds vote of the Board.

The Superintendent or designee shall establish administrative regulations for the selection of resource materials.

A list of resource materials provided by the district shall be maintained by the Superintendent and shall be available to Board members, district staff, students, parents/guardians, and community members.

SCOPE OF SERVICES

For this RFP, the ASD is seeking comprehensive science curricula and materials needed for the total instructional experience for all diploma-bound learners in every classroom, designed for the *Next Generation Science Standards* (NGSS) and aligned to Pennsylvania's *Science, Technology & Engineering, Environmental Literacy and Sustainability* (STEELS) Standards. All instructional materials and teacher resources will be designed to address instructional shifts required by the NGSS/STEELS. The NGSS/STEELS curricular, instructional, and assessment shifts are articulated with the [Framework for K-12 Science Education](#) and elaborated with the [EQulP Rubric for Science](#) (for additional guidance on EQulP, visit [EQulP Detailed Guidance](#)). Additionally, EdReports Review Tools articulate critical features of curricular resources designed for NGSS/STEELS: [K-5](#), [6-8](#), [High School](#).

Materials should utilize current evidence-based and research-based practices; align to NGSS/STEELS Standards in preparation for increased achievement on the science Pennsylvania System of School Assessments (PSSA), Biology Keystone Exams, and other measures of college and career readiness; and provide explicit instruction of key shifts in daily lesson materials as outlined by the NGSS/STEELS Standards.

Respondents may submit responses for all grade levels or specific grade bands and content areas as follows:

- Kindergarten through Grade 5
- Grades 6–8
 - ASD preference is for an integrated standards approach
- Grades 9-12 core science sequence
 - ASD preference is for programs that reach all high school science standards within a three-course sequence
 - ASD will also accept proposals for a four-course sequence or module-based curriculum resources
- Grades 9-12 science electives
 - Current semester elective courses include astronomy, environmental science, forensic science, genetics, and zoology. Additionally, the District offers year-long courses for AP Biology, AP Chemistry, and AP Physics.

Each proposal for elementary programs should contain only one unique product, which is defined as a district program or curriculum of instructional materials, assessments, digital assets, and teacher resources. Single distinct products that cross over multiple grade bands can be submitted in a single proposal but must be aligned with the grade bands above and be clearly labeled and organized as such.

For middle and high school courses of study, respondents who offer multiple distinct products

(e.g. textbooks) rather than a multi-grade program may submit one proposal for a sequence of instructional materials that align with district graduation requirements and provide access to all standards for all students.

Proposals will address the entire scope of services requested. ASD reserves the right to award contracts for multiple vendors or outside of the bands listed above if applicable.

ASD is interested in a rolling implementation starting in the spring of 2024.

Program Requirements

Respondents should provide detailed descriptions and supporting evidence for how the submitted product meets the following expectations.

Curriculum Materials and Resources

The District expects that curriculum materials and resources:

1. Are *designed* for, not just aligned to, the NGSS/STEELS. Curriculum structure, features, and learning experiences:
 - a. should meet the criteria described on pages 2 and 3 of the [EQuIP Rubric for Science version 3.1](#), especially Category I and II, and/or EdReports Review Tools Gateway 1 and Gateway 2: [K-5](#), [6-8](#), [High School](#) . Responses should be organized around one of those frameworks for assessing NGSS/STEELS curriculum programs.
 - b. should provide explicit reference to and integration of the STEELS standards that are equivalent to NGSS/STEELS standards as well as the environmental literacy and sustainability standards unique to Pennsylvania. If there is support for the technology and engineering standards of STEELS that are integrated in grades K-5 or stand-alone standards for 6-12, please include that in your response.
2. Provide all students with equitable access to all standards through embedded principles of Universal Design for Learning (UDL) and:
 - a. include evidenced-based and tiered interventions for students not meeting the learning standards or achieving below grade level, supplemental to the core curricula.
 - b. include resources that support the teaching and learning of students needing enrichment and acceleration.
 - c. integrate explicit instruction and resources to support the teaching and learning of English Language Learners.
 - d. include explicit instruction and resources that support the teaching and learning of students with cognitive and physical disabilities.

- e. include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, genders, ages, cultures, religions, and people with disabilities. These materials should also be designed to eliminate persistent racial, ethnic, and income opportunity gaps so that all students have access to high levels of science learning.
3. Include digital and print formats of essential instructional resources. Digital resources should be available in multiple languages. Digital resources should be interactive, engaging, and accessible for all students.
4. Include prepackaged investigation material kits that accommodate classrooms of 30 students, clearly organized by units of instruction, and with options for replenishment of consumables. Whenever possible, materials featured in the kits should be purposely selected to limit costs and avoid unnecessary complexity.
5. Include a suite of formative and summative quality assessment materials that are available digitally for editing. Assessment resources should be explicitly aligned to the curriculum, designed specifically for NGSS/STEELS, and intended to inform and improve instruction (see Category III from the [EQuIP Rubric](#)).
6. Include tools, resources, and documents that provide parents/guardians and others with the necessary resources to provide transparency into the curriculum and support for academic progress at home or outside the school setting. These materials should be available in multiple languages.

Curriculum Organization, Usability, and Teacher Support*

The District expects organized curriculum with high degrees of usability and support for teachers, including:

1. Support for engaging students in Phenomenon-/Problem-Driven Three-Dimensional Learning (3-D) by providing:
 - a. background information about the phenomena or problems included in the learning sequence and across sequences.
 - b. an explanation of the role of phenomena or problems in driving student learning.
 - c. rationale for why the unit phenomena or problems were selected for the targeted Disciplinary Core Ideas (DCI), Crosscutting Concepts (CCC), and Science and Engineering Practices (SEP).
 - d. *charts that provide an at-a-glance view of when each standard is addressed and how progression occurs, for all three dimensions, within and across grade-bands.*
 - e. *lesson-level objectives or learning performances that incorporate all three dimensions*

- f. a comprehensive list of supplies needed to support instructional activities and clear science safety guidelines for teachers and students*
- 2. Support for a coherent learning experience for students. Teacher materials describe and provide a rationale for:
 - a. the conceptual framework and sequence of ideas, practices, and learning experiences in the learning sequences and across sequences.
 - b. strategies for linking student experiences across lessons to ensure student sensemaking and/or problem-solving focused on phenomena (or problems) is linked to learning across all three dimensions.
 - c. connections to other science domains, nature of science, engineering, technology, and applications of science, math, and English language arts.
 - d. *clear learning goals at the lesson level, inclusive of all three dimensions, and how those goals connect across time to support the NGSS/STEELS learning progressions.*
 - e. *Anticipated or common science misconceptions within units.*
- 3. Support for implementing effective and inclusive teaching strategies. Teacher materials describe and provide a rationale for strategies that:
 - a. support students in learning through authentic (real world) and meaningful phenomena or design problems.
 - b. support student learning across the three dimensions.
 - c. make student thinking visible; promote access to content for EL and special needs students, promote reasoning, sensemaking, and problem-solving; challenge student thinking; and develop metacognitive abilities.
 - d. *use embedded technology to enhance student learning.*
- 4. Support for equitable teaching. Materials guide teachers to:
 - a. support student access to effective science and engineering instruction, including multiple modes of engagement (linguistic, visual, and kinesthetic) that support science learning.
 - b. identify and build upon strengths and resources specific to their students and communities.
 - c. recognize and encourage multiple ways of knowing and expressing ideas.
 - d. *use evidence-based and/or research-based instructional strategies for a range of diverse learners that are explicitly identified and embedded into the core curriculum.*
 - e. *improve their own knowledge of the subject through adult-level explanations and*

examples of the more complex grade-level/course-level concepts.

5. Support for monitoring student progress. Materials support teachers to:
 - a. monitor student learning and progress over time.
 - b. make decisions about instruction and provide feedback to students.
 - c. *offer accommodations that allow students to demonstrate their knowledge and skills without changing the content of the assessment.*

** the non-italicized text in this section comes from the [NextGenTIME paper screen tool](#).*

Training and Professional Development

The proposal shall describe both the initial and extended professional development necessary to begin the implementation of the proposed curriculum and the strengthening of next-generation science instruction for ALL students. The plan should include mechanisms to train district teachers and central staff who, in turn, will train school staff and provide support districtwide.

Professional Development should be research-based and prioritize classroom teachers as the most critical district asset for student learning. Professional development should also work towards increased science teacher self-efficacy and increased student outcome expectations. As such, teacher training with approved instructional materials should lead to increased capacity to teach science and highlight the instructional shifts required for success with NGSS/STEELS (see [A New Vision for Science Education](#)). Differentiated and job-embedded professional learning opportunities should also be available.

Technology and Digital Resource Integration

The Respondent's proposal shall identify and describe:

1. Applicable technical requirements and recommended configurations necessary to fully implement and utilize the digital or online program components, including but not exclusive to:
 - a. Hardware requirements;
 - b. Operating system requirements;
 - c. Software requirements;
 - d. Browser-specific requirements;
 - e. Network and security requirements;
 - f. Licensing models; or
 - g. Copyright and fair use guidelines.

2. Processes and provisions regarding the automated exchange of data between the Respondent and ASD student information and data systems:
 - a. for rostering and single-sign-on (SSO) of students and staff.
 - b. for management of accounts for all users that enables ASD to establish, customize, and control levels of user access.
 - c. for digital assessment data to be transferred efficiently to ASD assessment systems.
3. Processes and provisions regarding the handling, use, storage, and retention of ASD data and information to ensure the privacy of staff, students, and parents/guardians.
4. Processes and provisions regarding the teacher and administrator access to ASD data and information related to student/teacher usage or performance.
 - a. Does your platform provide real-time data reporting in a dashboard with progress reports at the NGSS/STEELS standard, component, and element levels?
 - b. Does your platform have data available to support fidelity of usage (minutes logged in, time on task, lessons/segments completed, and student growth)?
5. Processes and provisions to provide ongoing technical support to staff, students, and parents/guardians. Include any circumstances where technical support costs are not included with the cost of access to digital resources.

Overall Program Cost

Include overall costs for the entire program for 6 years, including but not limited to curriculum access, instructional resources in both hard copy and digital format, classroom investigation kits, guides, interventions, assessments, professional development, and related materials, program setup, and delivery service (which must include inside delivery).

As of October 2023

- There are approximately 7,923 students enrolled in fourteen, K-5 schools.
- There are approximately 3,378 students enrolled in four, 6-8 schools.
- There are approximately 5,397 students enrolled in three high schools and ASD requires three credits of high school science to graduate.
- There are approximately 630 teachers supporting students across grades K-5: 110 teachers per grade level supporting students in grades K-2, and 100 teachers per grade level supporting students in grades 3-5. This includes teachers in specialized roles, such as interventionists and learning support.
- There are approximately 120 teachers supporting students in science classes across grades 6-8; 40 per grade level.

- There are approximately 40 teachers supporting students in high school science.
- The numbers of classrooms are approximate as listed below for K-8:

K	1st	2nd	3rd	4th	5th	6th	7th	8th
75	69	67	61	62	61	21	17	16

The number of classrooms at the high school level per grade level or per course is more variable based on student scheduling selection. Base pricing quote on 15 classrooms per grade level in 9-12.

External Evaluations

Programs submitted should have a comprehensive, independent evaluation of the extent to which all materials are designed for the NGSS/STEELS. ASD strongly prefers evaluations conducted by the [NextGenScience Peer Review Panel](#) using the EQUiP Rubric and/or [EdReports](#). ASD reserves the right to consider other comparable evaluations, but such evaluations must be robust and comparable in scale, depth, and methodology.

PROPOSAL SUBMISSION AND DEADLINE

All proposals must be submitted electronically to RFP@allentownsd.org, with *K-12 Science Curriculum* as the subject line. Proposals, including any/all attachments and cover letters, should be submitted as a single PDF document.

In addition, **digital access to all** program materials must be provided. **Limited physical copy** curriculum samples that can be mailed directly to: [Beth Hildabrant, Director of Procurement, Allentown School District, 31 S. Penn St., Allentown, PA 18102](#). Limited physical copy means a single grade level sample per grade band submitted. Additional units may be requested after the initial proposal review.

Proposals should be submitted in accordance with the proposal guidelines outlined in this RFP. Allentown School District reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is determined to be the most advantageous to the school district. Late proposals will not be accepted. Proposals submitted via hard copy or fax will not be accepted.

Timeline

The Allentown School District is requesting proposals from experienced and qualified companies to provide the services described herein. Selection of the companies will be made based on proposals submitted. Select respondents will be asked to present remotely and in person. A timetable for the selection process is provided below:

RFP Issued	December 5, 2023
Proposals Due	December 19, 2023, by 12:00 PM EST
Presentations (If requested)	January 4, 2024 (Remote) January 9, 2024 (In Person)

Upon the release of this RFP and during the conclusion of the selection process, there shall be no communication between any prospective respondents, their lobbyist(s) or agent(s), and any employee of Allentown School District or its elected Board of Directors, except as provided for in the RFP. Any violation of this provision by any prospective firm and/or its agent shall be grounds for immediate disqualification.

Submission

All proposal packages shall be submitted to ASD as follows:

1. **Cover Letter:** Provide the name, mailing address, e-mail address, and telephone number of the firm submitting the proposal. The cover letter must be signed by an authorized officer of the organization.
2. **Table of Contents:** Clearly identify material contained in the proposal by section and page number.
3. **Introduction:** Provide an overview of the company and its products as they relate to this RFP. Share relevant data-based evidence of impact and outcomes from prior and current school districts with similar demographics.
4. **Program Requirements Overview:** Provide an overview of the program and its core components and then address the specific program requirements and costs as described in the Scope of Services section of this RFP.
5. **Independent External Evaluations:** Provide access to findings from independent external evaluations, conducted by non-profit organizations (ex. EdReports), Evidence of ESSA, and the US Department of Education's Institute of Education Sciences (IES), the What Works Clearinghouse.
6. **Implementation Plan:** Provide a suggested implementation timeline that includes flexibility for a staggered rollout beginning in the spring of 2024.

EVALUATION CRITERIA AND SELECTION PROCESS

ASD reserves the right to request a presentation from those companies determined to be in a competitive range and shall use the information derived from these interviews, if any, in its evaluation.

The School District will evaluate all Proposals submitted in response to this RFP through a School District evaluation committee based on the Proposer’s ability to satisfy the requirements of this RFP cost-effectively and efficiently.

Submission Components		Weight	Scale
Introduction		5%	0-4
Program Requirements	Curriculum Materials and Resources	40%	0-10
	Curriculum Organization, Usability, & Teacher Supports	20%	0-10
	Training and Professional Development	10%	0-10
	Technology and Digital Resources Integration	5%	0-4
Overall Program Cost		5%	0-4
External Evaluations		10%	0-10
Implementation Plan		5%	0-4

The School District will select the Proposer for a recommended award of a Contract for the work, based on the School District’s evaluation and discretion as to the best-qualified Proposer whose Proposal best meets the needs of the School District as set forth in this RFP, and which constitute the best value to the School District, as determined in the School District’s sole discretion.

The School District reserves the right to reject any and all Proposals.

ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102

ADDENDUM A
TO REQUEST FOR PROPOSALS

To: Prospective Proposers

This Addendum A forms a part of the Contract Documents and modifies the original Request for Proposals due December 19, 2023, as noted below. Each prospective proposer shall acknowledge receipt of this Addendum A in the space provided.

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

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

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____

Appendix 1

THIS APPENDIX 1 INCLUDES THE FOLLOWING DOCUMENTS:

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

1. TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

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

District Termination for Cause and for Convenience

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

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

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

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

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

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

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

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

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

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities

must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

any implementing regulations issued by the awarding agency.

The District has determined that these requirements are applicable to the Contract.

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

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

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

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

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

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

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

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd

Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements are applicable to the Contract.

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

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

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

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

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

Does the Vendor agree to this term? YES_____ Initials of Authorized

Representative of Vendor

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

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

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

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

such rules, regulations, and orders.

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

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