



## **Request for Proposals**

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Information Technology Staffing Services

For

**Allentown School District**

**Proposals Due by 12:00 p.m., Thursday, June 15, 2023**

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# REQUEST FOR PROPOSAL

Information Technology Staffing Services

## ***Allentown School District***

Allentown School District (“ASD”) is inviting proposals from qualified firms to provide support staffing for its Technology Department.

All proposals need to be sent electronically in PDF format by email to the following:  
[RFP@allentownsd.org](mailto:RFP@allentownsd.org)

**Proposals must be received no later than 12:00 p.m., Thursday, June 15, 2023.**  
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](mailto: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.

## PURPOSE

The purpose of this RFP is to establish contracts for Professional Information Technology Temporary Staffing resources in a variety of job classifications for both project-based and staff-augmentation work. This Request for Proposal (RFP) seeks proposals from applicants who can provide qualified, highly trained, contracted personnel to support the operations of its IT Department. The RFP includes detailed requirements for all proposal submissions.

## GENERAL RFP TERMS AND CONDITIONS

**CHARACTER.** It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the Vendor must be of stable personality and of the highest moral character. Any persons working on school grounds shall obtain the following clearances: Federal Criminal History Record, FBI Clearance Check, PA State Criminal Record Check, and PA Child Abuse History Clearance. The cost to obtain these clearances shall be borne by the Vendor who is awarded the contract. Copies of the clearances shall be given to ASD upon their request.

**COMPLIANCE WITH LAWS.** The proposal shall at all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

**CONTRACTOR NOT AN AGENT.** Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of ASD, but rather an independent contractor furnishing professional services to ASD.

**INDEMNIFICATION.** The Vendor shall indemnify, save, and hold ASD and PDE and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Vendor with any agreements, warranties or undertakings contained in or made pursuant to this Agreement.

**TERMINATION.** Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, ASD, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

## BACKGROUND

The Allentown School District is a large-scale school system consisting of approximately 16,000 students, 2,200 staff members, and 24 building locations. School systems of this size and magnitude must operate within an enterprise framework that mirrors corporate technology departments. While schools are certainly not businesses, operational areas such as the technology department, provides the infrastructure that runs 80 to 90 percent of the school systems daily operations. As such, it is essential to the school system's operations that the technology department is adequately staffed, consisting of the

required positions, with staff having the appropriate knowledge, experience, and skill set to meet the demanding needs of an organization of the size of Allentown School District. It is essential to understand that the Allentown School District's information technology needs and requirements cannot be compared to the smaller neighboring school districts of surrounding municipalities. A system of this size and magnitude must develop and maintain the infrastructure and system needs that are appropriate for an enterprise of this size.

With this being said, the following operational areas of the Allentown School District's Technology Department requires daily monitoring, management, and systems maintenance, to ensure operational success.

## **INFRASTRUCTURE OVERVIEW AND REQUIREMENTS**

### **Fiber Optic Wide Area Network Structure:**

Allentown School District owns its fiber optic, wide area network infrastructure that connects all building locations across the school system. While this type of connectivity is very reliable, it does require maintenance from time to time, especially where the cable enters a building and connects through fiber patch panels to feed core network switches using single mode fiber optic cabling. Multimode fiber optic cabling is used to connect various wiring closets located throughout each building. Visual inspection of the fiber patch cables is important by checking for sharp bends in cables and dirt which can disrupt connectivity.

### **Cisco Core Network Switches:**

The school system's infrastructure consists of Cisco core network switches which when appropriately configured and consistently patched (system software updates), routes information into and through the district's multiple locations, over the fiber optic cabling that connects all locations. Core network switches are the primary gateways to connecting building locations. It is essential that these core switches are properly maintained and updated to facilitate wide area network communications across the school system.

### **Fortinet Firewall Devices:**

The firewall devices are used to provide network security from threats originating from outside of the district. Firewall devices are located in the network operations center (NOC). Currently Allentown School District uses redundant Fortinet firewalls that must be regularly updated, have configuration changes when needed, and software updated and maintained to provide protection and facilitate connectivity to and from the outside. It is recommended to assess if additional firewall protection is needed within the Allentown School District wide area network to protect against potential internal threats.

### **Cisco Edge Network Switches:**

The edge network switches provide the connectivity and communication for equipment that exists in multiple wiring closets in each building location. These Cisco system edge network switches provide the direct connectivity to all devices located within each building. Examples of these devices include but are not limited to, desktop computers, copiers, printers, telephones, network access points, smart boards,

projectors, building mechanical equipment, alarm systems, security cameras, building access systems, and potentially several other systems that are not listed here. Edge switches must be regularly monitored, managed and updated to ensure connectivity to devices.

#### **Cisco Wireless Access Points:**

Access points are located throughout each building that provides wireless connectivity to devices such as Chromebooks, laptops, and other Wi-Fi enabled devices. Access points connect to the edge switches that were discussed above. Access points are managed by devices called controllers which can be hardware or software based. These controllers must also be properly monitored, maintained, and updated to ensure reliable connectivity to Wi-Fi enabled devices.

#### **Dell File Servers and Network Storage:**

The Allentown School District uses Dell file servers. File servers are used to store documents and information such as home folders where end users store their working documents. File servers are also used to run enterprise-wide systems such as eMail and other on-premises systems that are used daily across the school system. All file servers must have data contents backed up daily with off-site backups, these units must be constantly patched with operating system software updates, and regularly checked and inspected to ensure components are all functioning. Additionally, network attached, or storage area networks are used to save large volumes of data. These devices must also be monitored and regularly updated to ensure end user access to their data files.

#### **ALLENTOWN SCHOOL DISTRICT INFRASTRUCTURE NEEDS:**

A position needs to be added for handling the responsibility of the daily operations of the district network equipment and to implement the deployment of new and replacement network equipment that is on hold.. Also, when network equipment requires replacement, this work usually cannot be completed during the regular workday as most times, this results in lost connectivity to systems that end users depend on to fulfill their regular job duties. This work is typically scheduled for after hours. The person(s) supporting this work must have the flexibility to have sliding work hours to complete these tasks. It is further noted that when it comes to replacing equipment, many times this requires two individuals due to the size and weight of the equipment, coupled with the need to mount and secure this equipment in network racks. An experienced network engineer position is recommended to fulfill these high-end network duties. The district does currently employ four Network Technicians who have responsibility for managing end-user accounts at the server level, information systems at the building and district level to facilitate daily instructional and non-instructional operations, configuration, and connectivity of on-premises devices (printers, copiers, access points, instructional equipment such as smart boards). It appears that this level of staffing is appropriate for managing the daily operations of the equipment and user access across the district. With the inclusion of a Network Engineer position, the existing 4 network technicians can learn and increase their capacity to support the wide area network in a competent and confident manner.

## USER SUPPORT

The Allentown School District currently manages approximately 25,000 end user devices and accounts, likely in excess of just over 30,000 total devices used by end users across the district (not including hotspots). The inventory of the number of devices must be constantly maintained. The critical operational areas consist of how software and devices are chosen, purchasing and procurement procedures surrounding all things IT has responsibility to manage, security protocols for end users, and evaluation and monitoring of building level IT staff. The central staff is currently spread extremely thin with handling building level, district level, administration technical support needs; as well as special events planning and support.

Currently the Allentown School district has building level technical assistants located in most school building sites. Approximately 4 of these positions are contracted through an outside agency, while the balance of the building level technical assistants are employed by Allentown School District. While this level of building-based technical assistants may be adequate for a school system of this magnitude, constant direct supervision is required to ensure that end user needs are being met, technology support tickets are being addressed, work that needs to be done at the building level is actually being done by the building technicians, and appropriate training is provided so they have the capacity to complete work that needs to be done at each site. Additionally, a system needs to be employed that tracks daily attendance and hours worked by all staff, especially for technical staff that are both building based and floating between buildings.

It is highly recommended that the Allentown School District appoints a position of End User Support Manager who would have the responsibility to manage the daily work and activity of all building based technical staff, track and assign user support tickets, follow up with end users regarding critical support issues to ensure proper support has been provided in resolving reported problems, making sure building level technical assistants properly manage and maintain device inventory of computers, printers, user hot spots, image and deploy end user equipment such as Chromebooks, laptops, and desktop computers, and other devices used by end-users at the building level.

It is also highly recommended that Allentown School District appoints an End User Support Assistant, who can support the work of the End User Support Manager, handle the daily activity of the Help Desk and ticketing system, communicate needs to building level technical staff, and communicate needs to the network technician staff.

### **Website:**

The Allentown School District currently has an agreement with Blackboard to host the district's web site. The district recently approved an agreement for a new website hosting company which is Final Site. It is anticipated that the new website will have a soft launch around Thanksgiving of 2023 and be fully deployed in January – February timeline for 2024. The district currently has a Director of Communications who has multiple responsibilities (social media, press releases, website, photography...). The major task is keeping the building level webpages up to date by removing old content and making sure new content is posted timely.

A new Webmaster position has been approved which should help in maintaining the district level end of the website. Support for the Webmaster may be required from time to time with technical issues that may arise.

## SCOPE OF SERVICES

ASD intends to meet an ongoing need for resources by awarding contracts to one or multiple vendors for the acquisition of Professional Information Technology Temporary Staffing Resources. A vendor should demonstrate competency in at least 2 or more of the support positions on the list below. ASD's goal for these contracts is the ability to identify, place, and retain qualified Professional Information Technology Temporary Resources, as needed. Respondent shall fully provide, and complete all services and deliverables set forth in the Work Order(s). As a provider of professional technology personnel, Respondent will be requested to supply supplemental personnel on a work order basis. All work will be performed in accordance with the general specifications set forth in this Agreement. There is no guaranteed minimum or maximum amount of services to be purchased under this Agreement, and the Agreement does not grant the Respondent exclusive rights to provide any personnel. Vendor will not provide any personnel or perform any services under this Agreement until such time that ASD awards the awardee a Work Order pursuant to the Agreement. ASD may, upon thirty (30) days prior written notice, terminate any services set forth in herein, or any Work Order issued pursuant to this Agreement.

Our current need is for the following positions, further explained below on page 10:

- One Network Engineer
- One End User Support Manager
- One End User Support Assistant
- 10 Support Technicians



### Current Device Count Under IT Management at Allentown School District

Distribution switches	30
Desktop switches	340
LAN routers	8
WAN routers	2
Firewalls	2
Wireless Controllers	2
Wireless Access Points	1500
ISPs	2
CCTV Cameras	1500
Chromebooks	18,000
Laptops	3000
Desktops	3000
Surveillance NVR Servers	30
Virtual Servers	40
Physical Servers	15
Telephone Systems (PBX)	30
Telephones (Digital, Analog, IP)	2100
DID Numbers	2000
Voicemail Systems	1
Call Accounting Systems	1
Two Way Radios	600
Radio Repeaters	15
Generator	1
UPS Systems (core sites)	4

**Temporary On-site Support Positions Requested for the RFP**

<b>Position</b>	<b>Description</b>
Network Engineer	The Network Engineer’s position should report to the Network Manager (an Allentown School District Employee) and would be responsible for supporting the updating and operational configurations and readiness of the file servers, core switches, wireless controllers, firewalls, and other district level equipment as assigned by the Network Manager. Along with the Network Manager, the Network Engineer’s position will support the work of the 4 Network Technicians currently employed by the district with knowledge transfer and onsite training for maintaining the building level network equipment for the schools they are assigned to support.
End User Support Manager	Provides daily direct supervision and evaluations for building level staff by managing work hours, schedules, and assignments. Supports building level technicians with training and knowledge in managing and maintaining the end-user equipment assigned to staff and students within the building. Supervises the End User Support Assistant.
End User Support Assistant	Assigns and follows up on help tickets submitted in the system. Provide central / district-wide Support of software licensing, inventory management of devices by location by working with the building level technicians with regularly reporting of new and retired devices and software systems.
Support Technician	Provide end-user support to the Teaching, Learning, and Leadership Communities of the Allentown School District for supporting desktop computers, laptops, Microsoft Windows, iOS, iPads, as well as instructional technology equipment, such as Promethean boards, and other end user technology software and devices. Responsible for maintaining accurate technology equipment and software inventory.

## RFP REQUIREMENTS

Respondent shall have the expertise to provide professional technology personnel at a defined rate on a per-assignment basis.

Proposer's proposal must describe the Proposer's approach and methods for retaining a stable staff and provide evidence of staff retention in past work. The proposal shall include processes the company has in place for motivating its' staff to perform at their maximum capability. Personnel must be on-site and consistent to assure they gain the knowledge of, and familiarity with, ASD in order to perform their duties efficiently and successfully. Address plans the company has for ensuring technical competence in a changing technological environment and describe the quality assurance procedures the Proposer's will employ for providing resources under this contract.

The Respondent will accept full legal responsibility for the actions of and work performed by its employee's whole temporary assignment to ASD. The Respondent will indemnify ASD against any and all loss damage (including attorney's fees and other costs of litigation) resulting from the actions of or work performed by any of the employees referred to ASD, except for work performed under the supervision of, at the direction of, or reviewed and approved by ASD.

The Respondent shall, at its sole cost and expense, ensure its activities and the activities of its employees in connection with the Services, and shall obtain, keep in force, and maintain Owner's Protective Liability in the Owner for the following minimum limits:

- a. Bodily Injury: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate
- b. Property Damage: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate
- c. Personal Injury: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate

Respondents may not assign any worker until it investigates and determines that there is nothing in the background of the worker that would render the employee unfit to work at ASD, including but not limited to: falsification of background information, conviction of a criminal offense, or pending charges which substantially relates to the duties and responsibilities to be assigned to the worker. Any assignments must be approved by ASD. ASD reserves the right to exclude any worker assigned from working with ASD for any nondiscriminatory reason.

## PROPOSAL SUBMISSION AND DEADLINE

All proposals must be submitted electronically to [RFP@allentownsd.org](mailto:RFP@allentownsd.org), with Information Technology Staffing Services as the subject line. Proposals, including any/all attachments and cover letters, should be submitted as a single PDF document. 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. Questions regarding this RFP should be sent via email to [RFP@allentownsd.org](mailto:RFP@allentownsd.org) and will be responded to in an Addendum to be posted on our website under 'Bids and RFPs'.

## TIMELINE

The Allentown School District is requesting proposals from experienced and qualified firms to provide the services described herein. Selection of the firm will be made based upon proposals submitted. There may also be presentations or interviews (conducted remotely). A timetable for the selection process is provided below:

RFP Issued	June 1, 2023
Proposals Due	June 15, 2023
Questions Due	June 8, 2023

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 stated in the RFP and include the following:

- A. 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.
- B. Table of Contents: Clearly identify material contained in the proposal by section and page number.
- C. Provide an overview of the company including a brief company description, history, and financial status, to include organizational background including the number of years in business, location of offices, number of employees, and client based.
- D. A brief narrative indicating the Proposer’s credentials to deliver professional resources sought under this RFP.
- E. An organizational chart highlighting the key personnel in your organization who will be assigned to manage the personnel that are called for in this RFP. The chart should illustrate the lines of authority and designate the individual that will serve as the main contact for this contract. All changes to the organization must be communicated to SCBE.
- F. Size of Staff. The number of Proposer’s employees used for staffing resources. Information must include the total number of employees in Lehigh County and its neighboring counties; the number of technical and support staff presently supporting similar services.
- G. The process the Proposer will use to communicate with ASD while carrying out assignments.

## **EVALUATION CRITERIA AND SELECTION PROCESS**

- A. 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 in a cost-effective and efficient manner. This committee will consider each measure included in the Scope of Services and RFP Requirements.
- B. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by E-mail or facsimile transmission at the discretion of ASD. During the evaluation process, the committee may request technical assistance from any source.

- C. The committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of ASD
- D. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- E. If it is determined to be in the best interest of ASD, ASD may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Evaluation committee will evaluate proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Vendor’s experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

<b>Evaluation Criteria</b>	<b>Weights</b>
Experience and Qualifications	35%
Requirements	45%
Financial Stability	20%
Total	100%

**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 dated May 12, 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 NO. 1. 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.
4. Non-Collusion Affidavit
5. Instructions for Non-Collusion Affidavit

## 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**

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.





## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § § 1661 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.