



## **Request for Proposals**

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Social-Emotional Learning Curriculum (SEL)

For

**Allentown School District**

**Proposals Due by 4:00 pm, Wednesday, July 26, 2023**

## Table of Contents

REQUEST FOR PROPOSAL	3
INTRODUCTION	4
GENERAL RFP TERMS AND CONDITIONS	5
SCOPE OF SERVICES	7
RFP REQUIREMENTS	12
EVALUATION CRITERIA AND SCORING	14
SUBMISSION	14
ADDENDUM A	16
APPENDIX 1	17
TERMINATION CLAUSE	18
CONTRACT PROVISIONS FOR FEDERAL AWARDS	19
EQUAL OPPORTUNITY CLAUSE	24

# REQUEST FOR PROPOSAL

## **Allentown School District**

Allentown School District (“ASD”) is inviting proposals from qualified companies for Social-Emotional Learning Curriculum (SEL)

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

[RFP@allentownsd.org](mailto:RFP@allentownsd.org)

Or by mail or hand delivered to:

Allentown School District  
Attn: Beth Hildabrant  
31 S. Penn Street  
Allentown, PA 18102

**Proposals must be received no later than 4:00 pm, Wednesday, July 26, 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.

# INTRODUCTION

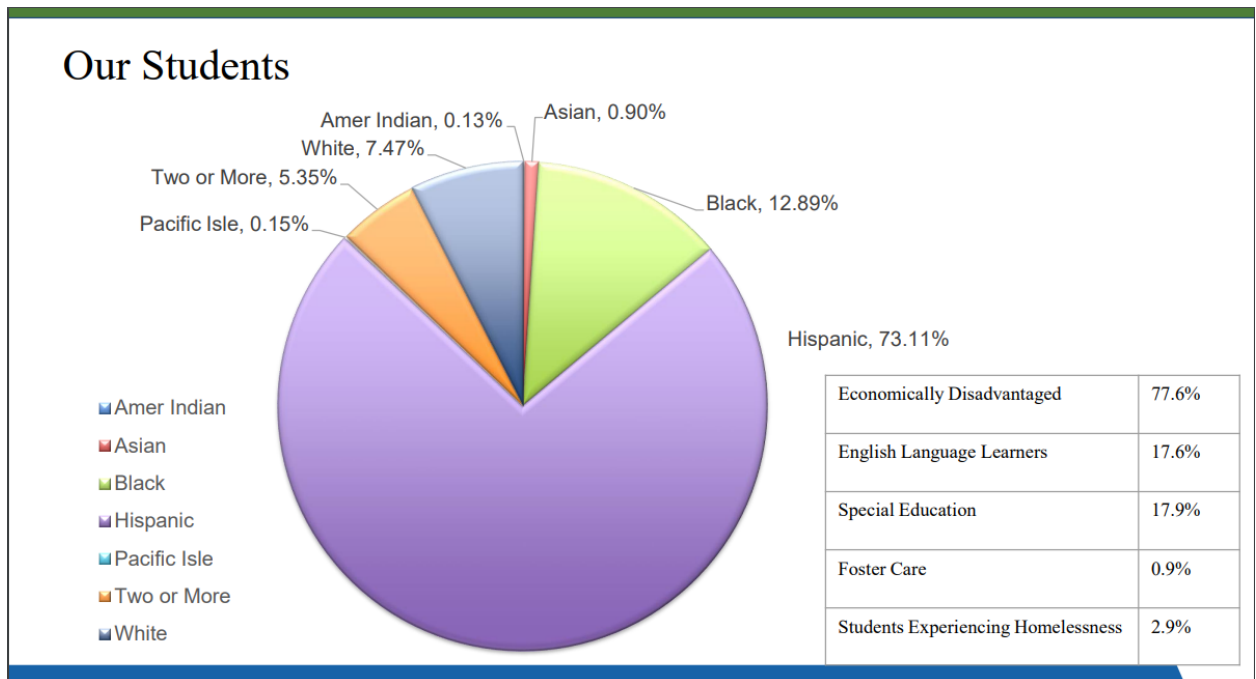
## Purpose

This Request for Proposal (RFP) seeks applicants who can provide a comprehensive, research based, and evidence-based Social-Emotional Learning program in alignment with the SEL competencies as described by the Collaborative for Academic, Social and Emotional Learning (CASEL). The selected applicant must ensure all Allentown School District staff and students have access to the most effective, culturally inclusive, and highest quality curriculum and instructional resources aligned to the research in Social-Emotional Learning. The RFP includes detailed requirements for all proposal submissions.

## Background and Demographics:

The Allentown School District is a large, urban public school district comprised of 21 schools; three high schools, four middle schools, fourteen elementary schools, and three specialized options.

Allentown School District (ASD) serves approximately 16,100 students in Kindergarten through Grade 12 in 24 schools. ASD serves approximately 1275 students per grade level (Kindergarten through Grade 5) for a total of 7650 students across 14 buildings and an Elementary Newcomer Academy. There are approximately 450 teachers in Kindergarten through Grade 5 including regular education, special education, ELL, and reading specialists/interventionists. ASD serves approximately 1200 students per grade level (Grade 6 through Grade 8) for a total of 3600 students across 5 buildings and a Newcomer Academy. There are 90 teachers in Grade 6 through Grade 8 including regular education, special education, ELL, and reading specialists/interventionists. ASD serves approximately 5200 students (Grade 9 through Grade 12) for a total of 5200 students across 4 buildings and a Newcomer Academy. There are approximately 55 teachers in Grade 9 through Grade 12 including regular education, special education, ELL, and reading specialists/interventionists. The Allentown School District student population is:



**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.

**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.

**District Beliefs:**

- 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

**District Theory of Action:**

IF we create a shared vision of excellent learning and teaching and provide adequate and differentiated resources including partnerships responsive to the identified needs of students and adults; build our own muscle to monitor for consistent implementation; and model best practices in professional development/capacity building through onsite professional learning and coaching, THEN we will reduce variability in learning outcomes, accelerate progress, and increase academic performance for all students.

## 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.

**COLLUSIVE PROPOSALS:** By submitting a Proposal, Proposer certifies that it has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with ASD. By submitting its Proposal, Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

## **ALLENTOWN SCHOOL DISTRICT 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**

### **PROGRAM REQUIREMENTS**

**As requirements, the curricula and materials for Social-Emotional Learning must:**

- Include explicit instruction and resources that support the teaching and learning of students with exceptionalities
- Be adaptable to meet the needs of students who are blind or visually impaired, deaf or hard of hearing and students with significant cognitive disabilities.
- Allow for flexibility in meeting the needs of a wide range of students and include accommodations for special populations, including English Language Learners, students with exceptionalities, including students who are blind or visually impaired and/or deaf or hard of hearing, and students with significant cognitive disabilities, and students identified as gifted and talented.
- 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, gender, age, cultures, religion, and people with exceptionalities.
- Include tools, resources, and documents that provide parents/guardians and others with necessary resources to provide transparency into the program and to provide support to social emotional progress at home or outside the school setting.
- Provide accessible digitally available student-facing, teacher-facing, and parent/guardian facing materials and resources in multiple languages.
- Include digital and print formats.
- Include materials to support summer programming.

### **CULTURALLY RELEVANT MATERIALS**

- Materials are culturally relevant and promote transformative social-emotional learning practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities
- The materials include multiple perspectives and provide exposure to the larger world.
- Authors of the texts/materials represent diverse cultural backgrounds.
- The texts/materials represent a variety of cultures congruent with district demographics and include topics that reflect a variety of student identities and experiences.
- The materials create a bridge between students' home and school lives, while still meeting the expectations of the district.

- The materials utilize the backgrounds, knowledge, and experiences of the students to inform the teacher’s lessons and methodology.
- Students can see themselves in the texts/materials through diverse character, cultural and historical representations that support equity.

## **USABILITY**

- Provide an estimate of the hours of weekly planning time required to implement the program with fidelity.
- Materials are organized in a systematic way that is comprehensive and clear.
- Program includes materials that teachers may edit, adapt, or enrich accordingly.
- Program materials are adaptable for students with exceptionalities, including but not limited to:
  - blind and visually impaired students, deaf and hard of hearing students, and students with significant cognitive disabilities.
- The visual design (whether in print or digital) supports students in engaging thoughtfully with the content and is neither distracting nor chaotic.
- The program includes opportunities for teachers to effectively plan and utilize materials with integrity and to further develop their own understanding of the content.
- Materials provide teacher guidance with useful annotations and suggestions for how to enact the student materials and ancillary materials to support students' social-emotional development.
- Materials provide strategies for informing all stakeholders, including students, parents, or caregivers about the program and suggestions for how they can help support student progress.
- Materials provide a comprehensive list of supplies needed to support programmatic activities.
- Specific guidelines for programming so digital learning is not solely dependent on student independent work
- Class, school, and district customization tools to match lessons with scopes and sequences.
- Ability to group students based on their competency gaps and provide small group instruction.
- Home-school connection to engage families in social-emotional growth.
- Availability of resources in multiple languages.
- Teacher materials include a curriculum map and overview, containing:
  - Explicit directions for how to implement structural components.
  - Learning progression of the content for previous, current, and future grade instruction.
  - Professional learning resources and opportunities that help teachers both implement the program and deepen their knowledge of social emotional learning.
- Curricular and Instructional Materials in digital or print formats including websites are required to meet current [Section 508 compliance](#) guidelines.

## **TRAINING AND PROFESSIONAL DEVELOPMENT**



The proposal shall describe the initial training and professional development necessary to begin implementation of the program. The training plan should include mechanisms to train district teachers and central staff who, in turn, will train school staff and provide support districtwide, including availability of digital professional learning tools.

The professional development plan should be designed to supplement, not supplant, the district's existing approach to professional development that includes development of school and district expertise and capacity to deliver training districtwide; a focus on equity and cultural proficiency; school-based embedded support from school and district staff; and development of blended professional learning models that include both face-to-face and virtual learning.

## **PLATFORM AND SOLUTIONS**

- Is your online platform compatible with Clever?
- Is your online platform compatible with Sapphire K12 Student Information System?
- Does your program have a method effective to promote independent work and teach direct instruction for large and small groups?
- Does your platform provide real-time data reporting in a dashboard with progress reports at the competency and skill level?
- Can your online program be customized to a variety of student proficiency levels?
- Is your online platform aligned to the CASEL competencies?

## **PRODUCT INFORMATION**

### **Product Overview**

Briefly describe how your product aligns with the needs detailed in the introduction above. Provide a response to all questions below. If any question is not applicable, please indicate such.

- Please briefly describe the program and associated materials. What content is covered, how is it presented, and how does it support student growth in SEL?
- What grade levels are covered?
- Please describe a sample lesson/activity. What is the topic and how is it presented to students?
- How does your product align with and facilitate the development of the CASEL core competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision making for students and adults?
- How do teachers and other school staff facilitate lessons and utilize resources?
- To what extent can content and materials be modified and adjusted to meet unique student needs? What, if any, guidance is included in the product to support this differentiation?
- Describe the process for an educator to prepare to implement a lesson or experience from the product. How do program materials facilitate efficiency and effectiveness for teacher preparation and implementation?
  - What is the estimated amount of teacher preparatory time prior to teaching a lesson/activity?
  - To what extent and in what format are lesson plans included for activities/materials?
- How does your product facilitate the development and integration of skills and behaviors that equip students with “the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions”? (CASEL)

- What supports exist for educators to integrate lessons and materials into daily classroom activities, stand-alone or embedded into core instructional programs?
- What avenues exist for educators to adapt, enhance, and improve lessons, materials, and associated SEL processes, and procedures?
- How does your product approach SEL instruction through a lens of equity and in a way that is strengths-based and culturally responsive?
- How does your product facilitate and foster the development of equity overall, and racial equity specifically, in classroom relationships, processes, and results?
- How does your product support and promote “authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships”? (CASEL)
- How is the content cohesive and developmentally appropriate for each grade-level and grade span?
- How is content differentiated to demonstrate cultural and linguistic relevance and responsiveness?
- How is content differentiated to explicitly support English Language Learners, students with disabilities, academically/intellectually gifted students, and students in need of additional intervention?
- What features support equitable growth and development of social and emotional skills, behaviors, and dispositions for all groups of learners, including intervention and enrichment opportunities, various learning formats, and opportunities for students to engage via various modalities (visual, auditory, and/or kinesthetic)?
- What features support educators in developing their own social and emotional competencies?
- In which setting(s) can your product be utilized (in-person, hybrid instruction, and/or virtual/remote)?
- How is content made accessible e.g., translation, audio text, text to speech, etc.?
- How does your product provide a means to systematically assess the development and growth of the five core SEL competencies in students, and provide for measures of curriculum effectiveness? Are assessment features available to determine mastery of student SEL skills over time?
- To what extent is reporting available to provide utilization reports?
- To what extent is it possible for additional users (who are not ASD staff) to access resources and materials, e.g., parents and/or community partners?

### **PRODUCT DETAILS – Please provide the following**

- Software product name
- Complete Product Description
- Current release version and length of this product has been on the market. If you are presenting multiple products to meet our business requirements, please specify for each product.
- Total customer sites that are currently using the current version of the product, particularly with a client of our size. Please indicate if any of them are in Pennsylvania.
- Product licensing structure

### **TECHNICAL SPECIFICATIONS**

- Is this a web-based application or would the product need to be installed on premises?
- What browsers are compatible with this product?
- If locally hosted and installed on premises, what are the recommended/required hardware and operating system platforms for deployment?
- If locally hosted, what are the recommended/required Relational Database Management System for deployment?

- If locally hosted, do you recommend a dedicated server to support your application?
- How much bandwidth is required for connectivity?
- Is external access required?
- What ports does the application/website use?
- What are the URLs?
- Is the website HTTPS?
- How frequently are system back-ups created?
- What Operating System does the application use?
- What database does the application use?
- Do we need to purchase end user devices?
- What is the authentication method?
- How are logins managed?
- What, if any, 3rd party vendors or stakeholders are involved and what is the expiration?
- Are SSLs involved and what is the expiration?
- Do we need to be aware of any legal or regulatory constraints?
- Is there inherent risk, weakness, or data threats?
- What are the data protection protocols and policy for sharing on social media?
- Data privacy – what are the rules for personally identifiable information, protected health information, and other private data?
- What are the Encryption rules?
- Do you support Clever as a single sign-on using our Active Directory?
- What data is needed from other district systems?
- What data will be provided to other district systems?
- How often does data need to be exchanged?
- How are changes in the data handled, including students transferring schools, staffing changes, etc.?
- How can we ensure the security of the data during exchange?
- Is there a mitigation process established?
- Is there any existing metadata, definition, or classifications of the data elements?
- Is there an existing data dictionary?
- What is the Right to Know procedure?
- Are student growth indicators adjustable?

## **DATA EXCHANGE**

- What is the process for rostering & data import into your system (in order of preference)? Please provide the import specifications for review by the IT and Student Information System teams.
  - Do you support ed-fi integration (if yes what version & have you accomplished this with)?
  - Do you have IMS Global One Roster integration (1.1)?
  - Do you support Clever integration?
  - Provide import specifications for CSV/flat file.
  - Exporting data from your system? (Provide data export specifications and data dictionaries for review by IT team).
  - Ed-fi (with what version and what organization have you accomplished this?)
  - API (provide documentation to include what endpoints are included in the API)
  - FTP (provide export specifications)
- Do you support data set transfers on a regularly scheduled basis?
- Do you have file templates for data set transfers?
- Are there multiple templates for data set transfers?

- Data transfers are expected to provide information related to student usage and staff usage. Explain what elements address the following:
  - Fidelity of usage for students (e.g., daily time logged-in, daily time on task, lessons/segments completed, metrics providing insight into student growth)
  - Staff usage
  - Student and staff audit trails
- Do you support nightly automated loads to and from your system (we have high mobility and systems must reflect at least a day-behind state)?
  - If no, how do you reflect current student assignments and provide teachers/educators with appropriate access to student data?
- Describe your data access/permissions at a minimum address:
  - How do you establish data access and permissions for teachers and school administrators?
  - How do you establish permissions for district administrators?
  - Provide your auditing capabilities (click paths, change log, etc.)

## **DATA SECURITY AND DESTRUCTION**

- What are your procedures to ensure that all student data is destroyed and eliminated from your system?
- What are your policies and processes for the use of individual student data for anything outside of the delivery of the service provided by your platform?
- Security, privacy, and other agreements must be in addendums to the contracts. The contract and agreement shall not reference agreements housed on websites or other changeable mediums– they may not be changed without approval and agreement from the school board.
- The application must include the following:
  - The frequency of data exchange must be nightly.
  - The data exchange must be automated.
- Does the program have data available to support fidelity of usage (minutes logged-in, time on task, lessons/segments completed and student growth)?
- Do you have established data sharing agreements?

## **RFP REQUIREMENTS**

1. All instruction and content used must be consistent with those of the ASD school and Pennsylvania learning standards.
2. All services must be aligned with the district's Mission, Vision, and Beliefs.
3. All services must be high quality, research-based, and specifically designed to increase academic achievement at all levels.
4. Address the Scope of Services
5. Provide brief biographies for the partners and resumes of employees supporting the Allentown School District including any relevant experience for each.
6. Please describe relevant experience SEL work in other large school districts.
7. Please provide three references.

Proposals should be submitted following the instructions detailed below. The Allentown School District reserves the right to select a proposal in its entirety or some portion(s) thereof.

Furthermore, The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

## **DELIVERABLES**

- 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.
- Table of Contents: Clearly identify material contained in the proposal by section and page number.
- Introduction: Provide an overview of the company and its products as they relate to this RFP. Share relevant data-based evidence of impact, outcomes from prior and current school districts with similar demographics.
- Program Overview: Provide an overview of the program and its core components.

Independent External Evaluations: Provide access to findings from independent external evaluations, conducted by non-profit organizations (ex. EdReports), Evidence of SEL, and US Department of Education's Institute of Education Sciences (IES), the What Works Clearinghouse

## **COSTS**

### **Technical Cost**

- What is the entire cost of implementation? You may attach a separate budget sheet if you prefer.
- Is there a one-time cost?
- Is there an ongoing yearly cost?
- Is there a customization rate?
- Is there a cost for the development of reports?
- Is there an additional cost for training?
- Is there an additional cost for support?
- What is the cost associated with integrating other third-party providers?
- If your solution is a cloud-based service, is there a service-level agreement and uptime guarantee? If not, do you provide any discount for the customers?
- Do you provide any contractual flexibility and price discount if either party decides to terminate?

### **Overall Program Cost**

- Include overall costs for the entire program for 6 years, including but not limited to curriculum, instructional resources, and materials (hard copy and digital), guides, assessments, professional development and related materials, program setup, delivery service.
- There are approximately 16,4000 students enrolled in grades K-12.
- There are approximately 595 teachers supporting students across grades K-12.

## EVALUATION CRITERIA AND SCORING

The School District will evaluate all Proposals submitted in response to this RFQ 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 Requirements.

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

Each item in the Scope of Services and the Requirements will be scored equally using a 1-5 Likert scale.

- 0- No response
- 1- Meets no expectations
- 2- Partially meets expectations
- 3- Moderately meets expectations
- 4- Meets expectations
- 5- Exceeds in some expectations
- 6- Exceeds in all expectations

The School District will select the Proposer for 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 meet 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.

## SUBMISSION AND TIMELINE

All proposals must be submitted electronically to [RFP@allentownsd.org](mailto:RFP@allentownsd.org), **no later than 4:00 pm, Wednesday, July 26, 2023, with Proposal for SEL RFP as the subject line.**

Proposals, including any/all attachments and cover letters, should be submitted as a single PDF document. 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, select multiple vendors, and to select the proposal(s) 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 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	July 7, 2023
Proposals Due	July 26, 2023
Deadline for Questions	July 19, 2023
Presentations (if requested)	July 19, 2023
Approval by the Board of Directors	August 24, 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.**

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 A 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**

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.