

Request for Proposal

For purchase of Wrestling Mats and Wall Padding

For

Allentown School District

Bids Due

Friday, March 4, 2022 by 12:00 p.m.

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REQUEST FOR BID

Athletic Equipment – Wrestling Mats and Wall Padding
Allentown School District

Allentown School District (“the District”) is accepting bids from qualified vendors for the purchase of **wrestling mats, wall padding and installation** per the recommendations of the selected vendor and the specifications set forth herein.

All bids need to be sent electronically in PDF format by email to the following:
RFP@allentownsd.org.

Bids will be received until 12:00 p.m., Friday, March 4, 2022, prevailing time. The 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:

Dr. Ramona Hollie-Major
Director of Operations
RFP@allentownsd.org

Appointments for initial consultative visits to the schools can be made by contacting the following individuals:

Mr. David Stoudt
Athletic Director
Louis E. Dieruff High School
stoudtd@allentownsd.org

Mr. Mike Rocchi
Athletic Director
South Mountain Middle School
rocchim@allentownsd.org

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

GENERAL TERMS AND CONDITIONS

SCOPE OF SERVICES

The District is requesting proposals and bids from qualified vendors of athletic equipment to provide recommendations for the purchase of wrestling mats and/or wall padding for the wrestling rooms at two of our district schools. Bids must include costs for all recommended supplies and equipment, cost for delivery of equipment and supplies, and cost of installation. The location of the schools, and equipment needed at each, is specified on Bid Sheets in attached Addendum A.

PROPOSAL REQUIREMENTS

1. All proposals will include an initial on-site meeting with each Athletic Director to inspect the facility and propose a custom solution that will best serve the interests of the district. This meeting must take place prior to submission of bid and can be scheduled by contacting the school's Athletic Director via email provided.
2. Bids must be typewritten or legibly written in ink and must be signed by the bidder on the enclosed Bid Form. An itemized, detailed list of all equipment and supplies and all costs must accompany the Bid Form. Changes, alterations, or interlineations to any of the bid documents are not permitted and such changes may disqualify a bid from consideration. Unsigned documents will not be considered.
3. Bids must show unit and total prices. All unit prices must conform to the specified unit of measure. The bid prices stated shall include delivery to the designated receiving location of the appropriate school, and the installation of equipment if applicable.
4. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitute is requested.
5. It is the responsibility of the bidder to indicate on the bid form any variances between the submitted bid and the District's specifications, no matter how slight. In the absence of any notation to the contrary, it will be presumed that vendor is bidding and will provide item as specified.

6. Bids must be submitted to the District properly executed by the Bidder; if a partnership, it shall be executed by at least one of the partners; if a corporation, it must be executed by the president, vice-president, or other persons properly authorized to sign for the corporation and attested by the secretary or assistant secretary with corporate seal attached.

EVALUATION CRITERIA

1. Awards will be made on the basis of the lowest total cost, kind, quality, and material being equal; however, the District reserves the right to also consider the ability of the Bidder to fulfill all terms of the contract when making an award.
2. Bids will be considered and awarded on an item-by-item basis. Any bids based upon "all-or none" basis, lump-sum discounts, or minimum order requirements may be rejected.
3. The District reserves the right to reject any or all bids in whole or in part, and may waive informalities, technicalities, and irregularities. Also, to award in any manner which appears from all consideration to be the most economical and advantageous to the school district.
4. Bid quantities are approximate and may be increased or decreased when bids are awarded. In such instances, the successful Bidder shall be expected to honor the unit price(s) bid.
5. Each bid shall be irrevocable for a period of ninety (90) days from date of quote opening. Time may be extended by mutual consent of the bidder(s) and the Allentown School District.
6. Conditioned bids or bids which do not conform to these requirements may be rejected.

DESIGN/DELIVERY/INSTALLATION

1. Successful Bidders are required to make complete delivery of all bid items awarded them, including items on back order and/or out of stock. Estimated delivery dates for all items must be provided at time of Bid. Specific delivery instructions will be provided to Bidders at the time of bid award.
2. All deliveries must include a packing slip/list in each shipment. All shipping labels and packing slips/lists must clearly show the following - Purchase Order Number, Contents, and Shipper's Name & Address. If no packing slip/list accompanies the shipment, the District receiving location item record list and count will be used as the confirmation of receipt.

3. All bids must include all costs associated with the delivery and installation of all equipment and/or supplies included in the specifications.

QUALITY OF MATERIAL

1. All material furnished shall be new, and of the best quality of their respective kinds. The Bidder must supply descriptive literature and supply samples (if requested) for any and all alternate item(s) bids.
2. Any and all references to commercial types, styles, trade names, and catalogs are only intended to be descriptive, not restrictive. The intention is to indicate to the Bidders the kind, quality, and size that will be acceptable by the District.
3. Where alternate items are accepted, Bidders proposing alternate products must state the following on the bid form in the alternate section - name of the manufacturer and product name/number. Bidders must be prepared to submit, upon request, samples and/or descriptive literature at no costs to the Allentown School District. Samples not consumed in testing may be retrieved by Bidders after the bid award. Failure to produce the required samples or literature when required will be a basis to disqualify the alternate item bid.
4. Failure to change the description as indicated above will be interpreted to mean the Bidder intends to furnish the particular make of article called for in the specifications. Substitutions will not be permitted after bids have been opened and awarded by the Allentown School District.

LEGAL CONDITIONS

1. All goods and services furnished must comply with all applicable Federal, State, and local laws, codes, and regulations. All applicable laws are deemed to be part of these specifications and the contract shall be read and enforced as though they were included. Federal funding guidelines to be followed are outlined in attached Addendum B.
2. The Bidder agrees that if awarded an order under these specifications, it will indemnify and hold harmless Allentown School District, its members, and employees, from all suits and actions of every nature brought against them, or any of them growing out of the order(s), written or verbal, entered into between the District and the Bidder.

SUBMISSION

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

RFP@allentownsd.org.

And will be received until 12:00 p.m., Friday, March 4, 2022, Eastern Standard time.

ADDENDUM A

BID FORM

ALLENTOWN SCHOOL DISTRICT
Wrestling Mats and Wall Padding
Louis E Dieruff High School
Athletic Director – David Stoudt
815 N. Irving Street, Allentown, Pennsylvania 18109

TO: Allentown School District
Dr. Ramona Hollie-Major
Director of Operations
31 S. Penn Street
Allentown, PA 18102

FROM:

Bidder's Name

Address

Phone Number

Fax Number

State of Incorporation

I, the undersigned, herewith propose and agree to furnish the Bethlehem Area School District (District) any one or all of the items that we have priced, at the prices recorded on the attached Itemized Price Forms.

This bid is subject to all the terms of the conditions, specifications, and other documents incorporated herein, and we hereby agree to acknowledge purchase orders executed by the District, and to furnish such item or items as may be awarded to us.

We understand that if we are selected as the successful bidder, and fail to meet the bid requirements we may forfeit bid security if obligations are not met to the satisfaction of the District.

We certify that we use first quality goods and that all materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods.

We certify that we use first quality goods and that all materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods. We understand that any deviations found on submitted samples that are not properly documented, are subject to bid disqualification.

LUMP SUM BASE BID (INCLUDING ALLOWANCES)

_____ Dollar \$ _____
(written) (numbers)

Items to Bid for Louis E. Dieruff High School
Athletic Office - David Stoudt
815 N. Irving Street
Allentown, PA 18109

EQUIPMENT REQUIRED:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Wrestling Mat 1-1/4" Thick, Approximately 1800 square feet	
1	Wrestling Mat 1-1/4" Thick Approximately 500 square feet	
1	Wood-Backed Polyfoam Padding Wrapped in 18 oz. Vinyl Removable w/ Z-clip Sufficient for top and bottom rows	

Measuring and Installation

Total Cost

BID FORM

ALLENTOWN SCHOOL DISTRICT
Wrestling Mats and Wall Padding
South Mountain Middle School
Athletic Director – Mike Rocchi
709 W. Emmaus Ave., Allentown, Pennsylvania 18103

TO: Allentown School District
Dr. Ramona Hollie-Major
Director of Operations
31 S. Penn Street
Allentown, PA 18102

FROM:

Bidder's Name

Address

Phone Number

Fax Number

State of Incorporation

I, the undersigned, herewith propose and agree to furnish the Bethlehem Area School District (District) any one or all of the items that we have priced, at the prices recorded on the attached Itemized Price Forms.

This bid is subject to all the terms of the conditions, specifications, and other documents incorporated herein, and we hereby agree to acknowledge purchase orders executed by the District, and to furnish such item or items as may be awarded to us.

We understand that if we are selected as the successful bidder, and fail to meet the bid requirements we may forfeit bid security if obligations are not met to the satisfaction of the District.

We certify that we use first quality goods and that all materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods.

We certify that we use first quality goods and that all materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods. We understand that any deviations found on submitted samples that are not properly documented, are subject to bid disqualification.

LUMP SUM BASE BID (INCLUDING ALLOWANCES)

_____ Dollar \$ _____
(written) (numbers)

Items to Bid for South Mountain Middle School
Athletic Office – Mike Rocchi
709 W. Emmaus Ave.
Allentown, PA 18103

WALL PADDING REQUIRED:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	1" Thick Vinyl Coated Padding Sufficient to Cover 6' High Wall	
1	Custom Graphics/Lettering	

Measuring and Installation

Total Cost

**ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102**

**ADDENDUM B
TO
REQUEST FOR BIDS**

To: Prospective Bidders

This Addendum A forms a part of the Contract Documents and modifies the original Request for Bids dated March 4, 2022, as noted below. Each prospective bidder 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 bidder, by execution of this Addendum, acknowledges and accepts responsibility for compliance with the Federal contract provisions set forth in Appendix A.

NOTE: ALL BIDDERS 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: _____

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 of 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 effected 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 effected 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] [is not] a federally assisted construction contract.

If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

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.

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

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] [are not] 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

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] [are not] 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] [are not] 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

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] [are not] 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] [are not] applicable to the contract.

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

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] [are not] applicable to the contract.

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

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.