



## **Request for Proposals**

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Comprehensive Student Assessment Tool

For

**Allentown School District**

**Proposals Due Friday, August 9, 2024 at 12:00 p.m. EST**

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# REQUEST FOR PROPOSAL

Comprehensive Student Assessment Tool

## ***Allentown School District***

Allentown School District (“ASD”) is inviting proposals from qualified companies of at least 5 years’ experience in providing evidence-based assessments to students in **large, urban** public school districts or other **large, urban** public sectors.

### ***Demographics:***

The Allentown School District is a large, urban public school district located in Allentown, Pennsylvania, in the Lehigh Valley region of eastern Pennsylvania. The District is the fifth-largest school district in Pennsylvania. The Allentown School District has over 16,700 students attending its 21 schools, and comprises three high schools, four middle schools, fourteen elementary schools, and three specialized options.

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: Amy Simmons

31 S. Penn Street

Allentown, PA 18102

**Proposals must be received no later than 12:00 p.m., Friday, August 9, 2024.** 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:

*Amy Simmons, PCSBA, SFO*

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

Amy Simmons 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

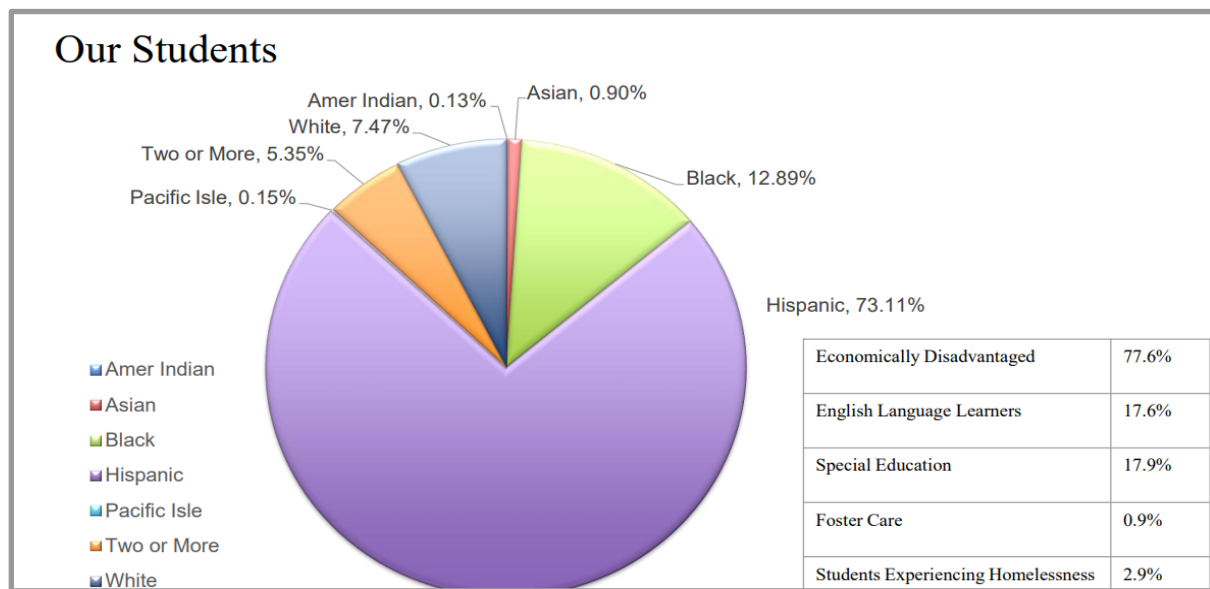
Allentown School District (“ASD”) requests responses to this RFP for Comprehensive Student Assessment. The objective of this RFP is to accomplish a fair, open, and competitive procurement. ASD reserves the right to cancel the RFP or procurement or accept or reject any and all proposals submitted in response to this request.

### Demographics:

Allentown School District (ASD) serves approximately 16,700 students in Pre-Kindergarten through Grade 12 in 21 schools and 3 program sites.

ASD has 3 high schools with approximate student enrollments of 3000, 1900, and 400. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 14 elementary schools with about 8000 students total, one is an early childhood center with pre-k and kindergarten only and approximately 270 students. The remaining elementary schools range from 270 to 800 students enrolled with an average student population of 600. We have programs at 3 sites, an alternative school with a variable population of students from grades 6-12, and two language support programs at separate locations.

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

## **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 PA Cyber 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.

## SCOPE OF SERVICES

Allentown School District is requesting proposals from companies who specialize in student monitoring and assessment. The proposed assessment system must provide functionality to support classroom, school, and district functions appropriate for a K-12 school district. Vendors should propose to provide all, or a majority of the services described in this RFP. If the Vendor does not propose to provide all services, then the Vendor must clearly delineate the services it proposes to furnish and those it does not. The district reserves the right to select multiple vendors as needed.

The Comprehensive Student Assessment Tool we seek should include, but is not limited to, the following:

- The selected vendor will be responsible for delivering a student assessment tool that meets the following requirements:
  - Have a screener for each student
  - Measure achievement and growth from the onset of the initial assessment
  - Project grade level proficiency
  - Provide intervention strategies
  - Contain an item bank of assessments
  - Adaptive Testing: The tool must utilize adaptive testing technology to adjust the difficulty of questions based on student responses.
  - Subject Coverage: Assessments should cover key academic areas, including but not limited to, mathematics, reading, language usage, and science.
  - Grade Levels: The tool must be applicable for students in grades K-12.
  - Performance Reports: Provide detailed performance reports at the student, class, and school levels.
  - Growth Reports: Include longitudinal data to track student growth over time.
  - Customizable Dashboards: Allow educators to customize dashboards to display relevant data and metrics.
  - Student Experience: The interface should be engaging and easy to navigate for students of all ages.
  - Educator Interface: Provide a user-friendly interface for educators to administer assessments, view reports, and analyze data.
  - Data Export: Support data export in various formats (e.g., CSV, Excel) for further analysis.
  - Compatibility: Ensure compatibility with various devices, including desktops, tablets, and mobile devices.
  - Data Privacy: Adhere to data privacy regulations and standards, including FERPA and COPPA.
  - Implement robust security measures to protect student data.
  - Ensure the tool is accessible to students with disabilities, complying with ADA and WCAG standards.

- Implementation Plan: Provide a detailed implementation plan, including timelines, milestones, and resources required.
- Training: Offer comprehensive training for educators and administrators on how to use the assessment tool and interpret data.
- Support: Provide ongoing technical support and customer service.
- Experience: Demonstrate experience in developing and implementing educational assessment tools.
- References: Provide references from other educational institutions that have successfully implemented the proposed solution.
- Technical Expertise: Show evidence of technical expertise in adaptive testing technology and data analytics.

## RFP REQUIREMENTS

All companies responding to the RFP must have experience with large, **urban** K-12 public education or other **large, urban** public sectors. This tool will be used to measure student growth, performance, and proficiency in various academic areas, providing valuable data to educators for personalized instruction and intervention strategies.

### **DELIVERABLES:**

#### **1. Executive Summary**

A concise summary of the proposal, including the vendor's understanding of the project objectives and how their solution meets the requirements.

#### **2. Technical Proposal**

- Solution Overview: Detailed description of the proposed assessment tool, including its features, functionalities, and technical specifications.
- Adaptive Testing Technology: Explanation of the adaptive testing methodology used and its benefits.
- Subject and Grade Coverage: Information on the subjects and grade levels covered by the assessment tool.
- User Interface: Screenshots or prototypes of the student and educator interfaces.
- Integration Capabilities: Description of how the tool integrates with existing Learning Management Systems (LMS) and other educational technologies.

#### **3. Reporting and Analytics**

- Sample Reports: Examples of performance, growth, and customizable reports.
- Data Analytics: Explanation of the data analytics capabilities, including how data is visualized and interpreted.
- Dashboard Customization: Information on how educators can customize dashboards and reports.

#### **4. Implementation Plan**

- Project Plan: A detailed project plan, including timelines, milestones, and key deliverables.
- Resource Allocation: Information on the resources required from both the vendor and the institution for successful implementation.
- Risk Management: Identification of potential risks and proposed mitigation strategies.

## 5. Training and Support

- Training Programs: Description of the training programs offered for educators and administrators, including training materials and schedules.
- Technical Support: Details of the technical support provided, including response times, support channels, and service level agreements (SLAs).
- User Guides: Comprehensive user guides and documentation for both students and educators.

## 6. Security and Compliance

- Data Privacy: Information on data privacy measures and compliance with regulations such as FERPA and COPPA.
- Security Protocols: Description of security protocols to protect student data.
- Accessibility: Evidence of compliance with ADA and WCAG standards for accessibility.

## 7. Cost Proposal

- Initial Implementation Costs: Breakdown of costs associated with the initial implementation of the assessment tool.
- Licensing Fees: Detailed information on licensing fees, including any per-student or per-school charges.
- Recurring Costs: Information on any recurring costs, such as annual maintenance or support fees.
- Optional Services: Costs for any optional services or features that the institution may choose to add.

## 8. Vendor Qualifications

- Company Background: Overview of the vendor's background, experience, and qualifications.
- Case Studies: Examples of previous implementations of similar assessment tools in other educational institutions.
- Client References: At least three references from current or past clients who can attest to the vendor's capabilities and performance.
- Technical Expertise: Information on the technical expertise of the vendor's team, including relevant certifications and qualifications.

## 9. Additional Documentation

- Product Demonstration: A link to a demo or trial version of the assessment tool, if available.
- Additional Information: Any additional information or documentation that supports the vendor's proposal and demonstrates the value of their solution.

## 10. Proposal Submission Checklist

- A checklist of all required deliverables to ensure completeness of the proposal submission.
- Submission Guidelines
  - Format: Proposals should be submitted in both electronic (PDF) and printed formats.
  - Deadline: All proposals must be submitted by [Insert Deadline Date].
  - Contact Information: Proposals should be sent to [Contact Person], [Title], [Institution Name], [Email Address], [Phone Number].



## 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, and at their sole discretion, award the work based on this evaluation.

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.

Evaluation of Proposals will include review of the following:

- The volume and success of large, public school district experience. Success is defined as positive references and no additional fees.
- The experience and professional qualifications of the Public Relations team.
- Technical Capabilities: Ability to meet the technical requirements outlined in the scope of work.
- User Experience: Quality of the user interface for both students and educators.
- Reporting and Analytics: Robustness of reporting and data analytics capabilities.
- Cost: Total cost of ownership, including implementation and recurring costs.
- Vendor Experience: Experience and qualifications of the vendor.
- Other supportive considerations as documented by the firm submitting the proposal.

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

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

- 1- No response
- 2- Poor response
- 3- Fair response
- 4- Good response.
- 5- Excellent response

## SUBMISSION

Proposals must be submitted by Friday, August 9, 2024, at 12:00 p.m. EST.

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

- Brief statement of understanding of the work to be done and a positive commitment to perform the work within a specified time period.
- Explanation of the size and structure of your firm; relevant experience; and references from other public-school districts where you have performed these audit services.
- Listing of the number of people, individual experience level, and qualifications of the individuals that are expected to conduct the audit for the District. A resume for each individual is suggested.
- Total cost of services, including costs associated with each if applicable.

## **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 subrecipient 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 subrecipient 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.