



(Allentown, PA)

REQUEST FOR PROPOSALS (RFP)

**Professional Learning and Instructional Coaching
Support for Teachers, School Leaders, and or District
Leaders and Administrators
for the
Allentown School District**

Proposals Due by 3:00 p.m., Friday, August 23, 2024



TABLE OF CONTENTS

TABLE OF CONTENTS	2
REQUEST FOR PROPOSAL	3
Description of Project	3
INTRODUCTION	5
Demographics	5
Allentown School District Mission	5
Allentown School District Vision	6
Allentown School District Beliefs	6
District Theory of Action	6
GENERAL TERMS AND CONDITIONS	7
SCOPE OF SERVICES	8
PROPOSAL REQUIREMENTS	9
Required Proposal Components	9
Deliverables	10
SUBMISSION	10
EVALUATION CRITERIA AND SCORING	11
Appendix 1	13
1. TERMINATION CLAUSE	14
2. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS	15
3. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]	21



REQUEST FOR PROPOSAL

Description of Project

The Allentown School District (ASD) seeks experienced professional learning and instructional coaching providers to deliver exceptional learning and practice experiences for teachers and leaders within the Allentown School District. This partnership will offer teachers of grades Prekindergarten through Grade 12, school leaders, and district leaders innovative methodology and evidence-based practices to effectively facilitate students' learning and application of learning, leading to successful instructional practices and student outcomes. Ideal proposals will emphasize student-centered learning aligning with the ASD's mission, vision, and commitment to equity.

The Allentown School District is committed to investing in our adult learning community's professional learning and development. We recognize the need to encourage and provide authentic and productive learning opportunities for advanced and improved instructional practices and leadership that will positively impact student outcomes, career pathways, and staff retention. We are committed to providing **Quality Tier 1 instruction**, ensuring **equitable access and opportunities** for all learners, and developing systems that foster **high performance**. This means:

- **Intense foundational instruction:** All students will receive well-designed, evidence-based, standards-aligned instruction from qualified educators.
- **Equity at the core:** We will remove barriers and provide targeted support to ensure every student has the necessary resources and tools to succeed.
- **Focus on excellence for all:** We will cultivate a culture of high expectations, continuous improvement, and data-driven decision-making to optimize learning for all.

Professional learning and instructional coaching must present a proven track record of delivering high-quality training that meets or exceeds rigorous Common Core, Pennsylvania Core, and Pennsylvania Career Education and Work Standards.

ASD envisions a partnership emphasizing continuous improvement. Successful professional learning and instructional coaching Providers will collaborate closely with ASD staff to tailor the focus and goals, provide relevant, engaging, and rigorous professional learning for our teachers, counselors, administrators, and leaders, provide instructional overviews of best practices and skills for students and families, and integrate with our Strategic Plan.



Allentown School District (“ASD”) is inviting proposals from qualified companies to develop and implement a professional learning and instructional coaching Partner at all 21 schools, 3 program sites, and the Central Office.

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

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 **by 3:00 pm, Friday, August 23, 2024**. The Allentown City School District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions before the submission of the RFP are to be directed to:

Amy Simmons
RFP@allentownsd.org

Amy Simmons is the only contact for this project. Contacting other administrators, School Board Members, Science Center or ASD staff members as part of this process is unacceptable and grounds for potential elimination from consideration. All questions must be submitted via email and will be publicly shared along with the response to all those invited to submit a proposal.



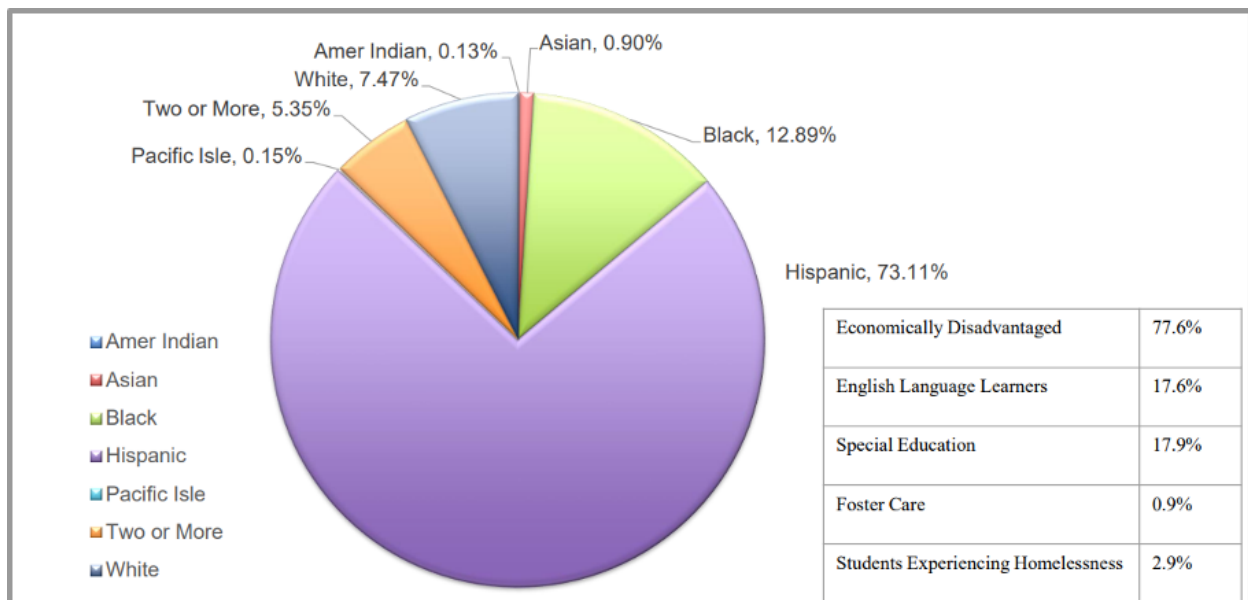
INTRODUCTION

Demographics

Allentown School District (ASD) serves approximately 16,700 pre-Kindergarten through Grade 12 students in 21 schools and three program sites. Allentown School District Virtual Campus services approximately 1000 students.

ASD has three high schools with approximately 3000, 1900, and 400 student enrollments. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 14 elementary schools, with about 8,000 students in total, one is an early childhood center with pre-K and kindergarten only and approximately 270 students. The remaining elementary schools have 270 to 800 students enrolled, with an average population of 600. We have programs at three 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:



Allentown School District Mission



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

Allentown School District Vision

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

Allentown School District Beliefs

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

- Honoring each student's unique qualities
- Ensuring equity of access and opportunities
- Nurturing the pursuit of lifelong learning
- Strengthening partnerships with families and communities
- Promoting cultural responsiveness
- Building trust and mutual respect

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 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 have a stable personality and 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 vendor who is awarded the contract shall bear the cost of obtaining these clearances. 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, 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 because of, the Vendor's noncompliance with any agreements, warranties or undertakings contained in or made under 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, the 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

The Allentown School District (ASD) seeks experienced providers to partner with our district and instructional leaders. The service provider will deliver engaging, student-focused, evidenced-based instructional coaching experiences for instructional staff who lead and service students in pre-kindergarten through Grade twelve, emphasizing collegiality, communication skills, the impact cycle, data-informed instruction, job-embedded coaching, evidence-based instructional practices, equity, and cultural and linguistics relevance. Ideal proposals will prioritize models demonstrating alignment with these core components, with the flexibility to adapt to the distinct needs.

Design Requirements

- The proposed instructional coaching model must:
 - Impactful Instructional Strategies
 - Communication: active listening, verbal and nonverbal communication
 - Reflection on the coaching process
 - Effective Feedback
 - Data-informed practices
 - Instructional coaches as instructional leaders

Resource and Professional Services Requirements

- Instructional Coaching :
 - Align with the Pennsylvania Department of Education Core and Career and Education Work Standards, Common Core Standards, Science, Technology & Engineering, Environmental Literacy and Sustainability (STEELS), and Next Generation Science Standards.
 - Include assessments and progress monitoring: formative, summative, or diagnostic.
 - Focus on evidence-based strategies and practices.
 - Connect practices to student outcomes.
- Adaptable practices should be included to meet the needs of Individualized Education programs (IEPs) and multilingualism. Staff should have onsite, digital,



and one-to-one access to coaching, resources, and materials.

- Specific written guidance is provided for the effective implementation of the coaching model.
- The organization has knowledgeable staff and the capacity to guide staff through learning and implementation.
 - Professional learning is on-site and may offer virtual assistance and webinars.
- The organization can regularly collaborate with District leaders regarding implementation and measures of effectiveness.
- The organization can provide evidence of effectiveness from districts similar to the demographics and size of Allentown School District.
- Provide training on coaching and feedback-aligned instruction, adult-student interactions, classroom management, and classroom environment, engagement, self-reflection, goal setting, and action planning.

PROPOSAL REQUIREMENTS

Required Proposal Components

Experience and Track Record: Describe your proven success in providing online learning services in comparable urban school districts. Present evidence of increased student achievement stemming from your curriculum and instructional support, focusing on closing equity gaps.

Curriculum and Instruction: Detail how your coaching model will cater to the diverse needs of Allentown School District's staff and students, aligning with the district's goals for equity and access and Common Core or Pennsylvania Core Academic Standards. Share sample materials and methods for instructional coaching, highlighting your commitment to culturally relevant instruction and meeting the distinct needs of improved instructional practices and adult learning. Detail how you will support Allentown School District instructors modeling coaching.

Support for All Learners: Describe how you'll provide effective coaching that will impact instruction and support for English Language Learners and students with exceptionalities. Outline accommodation strategies aligned with IEPs and individual student needs, emphasizing inclusive learning practices for both programs.

Technology and Integration: Discuss your platform specifications, ADA compliance, system compatibility with ASD's existing infrastructure, and technical support for staff.



Professional Development: Present a plan for sustained, job-embedded training for instructional leaders and administrators to maximize effective integration and implementation of instructional coaching services. Include strategies for best practices overview specifically for Allentown School District, focusing on accessibility and cultural responsiveness.

Collaboration and Communication: Outline your communication plan with District leadership to ensure a seamless partnership, including timelines, implementation, and ongoing evaluation.

Deliverables

Successful proposals will include:

1. **A letter of transmittal summarizing key points** was signed by an authorized representative.
2. **Proposal narrative** outlining your company's qualifications, methods, and how you'll fulfill the scope of services for the Virtual Campus and/or Virtual Academy. You may submit separate proposals specifically tailored to each program or a combined proposal with a clear differentiation of services.
3. Comprehensive **project work plan(s)** with a one-year timeline and options for 2-year renewal.
4. **The fee proposal details** overall costs, hourly or daily rates, travel costs (if applicable), and any associated expenses. If submitting separate proposals, include fee breakdowns for each.
5. **Project lead and staff biographies and resumes** illustrating relevant experience.
6. **Three references with contact details.** Include references specifically related to instructional coaching in urban settings, with diverse staff experience and a diverse student population that has demonstrated challenges in closing learning gaps and improving student outcomes.
7. 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, ASD reserves the right to choose portions from multiple vendors if that is determined to be the most advantageous to the school district. The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

SUBMISSION

Proposals must be submitted by 3:00 pm, Friday, August 23, 2024. All proposals should be sent electronically in PDF format by email to RFP@allentownsd.org with the subject line "Instructional Coaching Proposal." Select respondents may be invited for a remote or in-person presentation.



EVALUATION CRITERIA AND SCORING

The ASD evaluation committee will assess proposals based on the following criteria, each carrying equal weight in the scoring process. ASD reserves the right to select proposals in their entirety or components thereof or combine elements from multiple vendors for the best outcome.

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

Experience and Qualifications: Demonstrated track record of success in providing instructional coaching services to comparable urban school districts with diverse student populations. Evidence of improved student achievement and closing equity gaps as a direct result of the provider's services.

Curriculum Alignment and Instructional Quality: Rigorous alignment with Pennsylvania state standards, engaging instructional design, diverse assignments and assessments, and a commitment to culturally relevant instruction tailored to ASD's demographics. Evidence of how Pennsylvania-certified instructors will effectively deliver the instruction to meet students' learning goals.

Differentiated Learning Support: Comprehensive strategies for supporting English Language Learners, students with exceptionalities, and those with diverse learning needs. Emphasis on inclusive practices and equitable access to learning.

Technological Integration and Support: Robust, user-friendly platform that aligns with ADA requirements and seamlessly integrates with ASD's existing technology infrastructure. Includes comprehensive technical support plans for staff members.

Professional Development and Collaboration Plan: A sustainable plan for training and supporting ASD instructional leaders and administrators to effectively integrate and implement instructional coaching. Includes strategies for best practice overviews focused on accessibility and cultural responsiveness for students and families. Emphasizes a proactive approach to collaboration and communication.



Data Analytics and Reporting Approach: Detailed methods for providing timely and informative reports on training and coaching progress,

Cost-Effectiveness: Presents a competitive pricing model with a comprehensive breakdown of costs. Demonstrates clear value considering the scope of services offered.

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

Additional Notes: The Allentown School District reserves the right to reject any and all proposals or adapt the RFP's scope.



Appendix 1

THIS APPENDIX 1 INCLUDES THE FOLLOWING DOCUMENTS:

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



1. TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

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

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

Termination for Cause and for Convenience

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

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



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

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

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

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

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

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

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



D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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

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

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

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



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

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

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

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

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

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

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

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



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

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

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

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

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

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



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

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

Does the Vendor agree to this term? YES _____ Initials of Authorized Representative of Vendor

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

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

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

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.



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

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

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

178967.2

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 meet 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.