![Allentown School District logo](ASD Allentown School District)

REQUEST FOR PROPOSALS

focusing on

Professional Learning Management System

Proposals Due:

No later than 4:00 p.m. EST on Friday, October 4, 2024

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Professional Learning Management System (PLMS)

Allentown School District

The Allentown School District ("ASD") seeks proposals from qualified firms to provide a comprehensive Professional Learning Management System (PLMS) as outlined and detailed in the Scope of Services.

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 no later than 4:00 p.m. EST on <mark>Friday, October 4, 2024</mark>.

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
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.
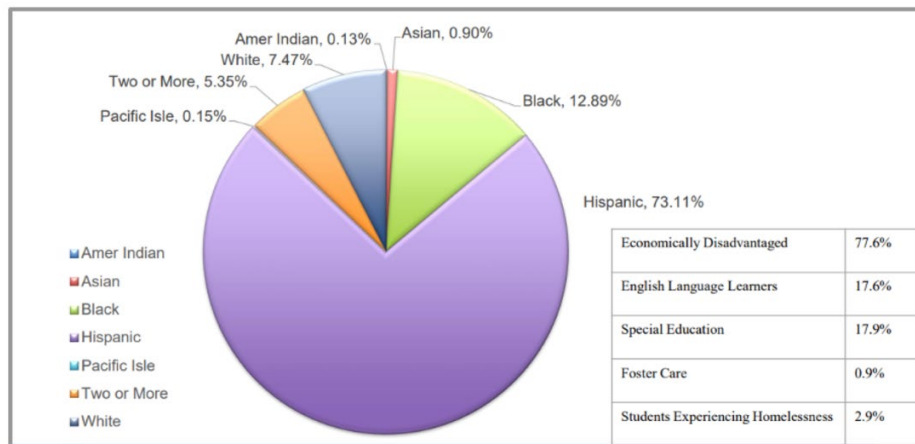
Introduction

Purpose:

The Allentown School District, hereafter referred to as the "District" or "ASD", is seeking proposals from qualified vendors to provide a Professional Learning Management System (PLMS) to be used by the District per the required and desired features listed in the Scope of Services. The solution must provide for the administration, organization and creation of professional learning to facilitate learning and foster collaboration among all District employees, certificated and classified, and be flexible and scalable in order to meet the District's future planning, implementation, operational, and reporting needs.

Student Demographics

Allentown School District (ASD) serves approximately 16,700 pre-kindergarten through Grade 12 students in 23 schools, a Virtual Campus program, and an alternative education program for grades 6-12. 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 16 elementary schools, with about 8,000 students in total, two are early childhood center with pre-K and kindergarten only and approximately 300 students. One is dual language immersion academy with approximately 120 students and another is STREAM academy with 680 students. The remaining elementary schools have 270 to 800 students enrolled, with an average population of 600. The District partners with Lehigh Career and Technical Institute to provide career and vocational education opportunities to students in grades 9-12.

The Allentown School District student population is:

Economically Disadvantaged	77.6%
English Language Learners	17.6%
Special Education	17.9%
Foster Care	0.9%
Students Experiencing Homelessness	2.9%

Employee Count

The breakdown of ASD employees is as follows:
Administrators- 150
Teachers- 1,394
Clerical- 156
Paraprofessionals- 316
Maintenance- 122
Food Service- 149
Security- 87

Allentown School District Core Values
To support students in achieving academic excellence and attaining a bright future beyond graduation, we must align our actions and mindsets in order to become a learning community committed to the core values of:
- **Collaboration** - Cultivating students, staff, families, and community engagement and recognizing that we get better together and all of our strengths are needed.
- **Empowerment** - Equipping stakeholders to help students reach their full potential by providing them with encouragement, resources, support, and opportunities they need to excel.
- **Equity** - Prioritizing an inclusive learning environment that celebrates diversity, values multilingualism, and ensures equitable access to resources and opportunities.
- **Integrity** - Building trust and accountability through honest and transparent communication within our learning community.
- **Respect -** Creating the conditions for a positive and welcoming culture where everyone feels safe, valued, empowered, and loved

Mission
The mission of the Allentown School District is to serve the diverse educational needs of each student, by igniting their passion for learning and creating an academic culture.

Vision
The Allentown School District envisions a learning community that increases student achievement by cultivating positive relationships, offering rigorous and meaningful curricula, and by empowering the Allentown community.

Allentown School District Theory of Action
Allentown School District's Theory of Action is rooted in the understanding of the current strengths, areas of improvement, challenges, and assets that exist in our schools in order to improve district and school improvement efforts. It is our responsibility to leverage the assets and to improve teaching, leading, and learning to bring about positive change and outcomes for our students.
If we:
- Create a shared vision of excellent learning and teaching;
- Provide adequate and differentiated resources, including partnerships responsive to the identified needs of our 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.
So that: every student will attain the skills, knowledge, and tools necessary to succeed in college, career, and life.

General RFP Terms and Conditions

Character. It is recognized that, for the protection of the children, all persons affiliated with or employed by the vendor must be of stable personality, and the highest moral character. Any persons working on school grounds shall obtain the following clearances: FBI fingerprint clearance check, PA state criminal record check, and PA child abuse history clearance. The cost of 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, 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 its employees, officers, directors, subcontractors, and agents harmless against any, and all claims, demand, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the vendor with any agreements, warranties are 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 price is 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 oral or written notice, may procure such services from other sources and hold the successful contractor responsible for any resulting additional purchase and an administrative cost.

STATEMENT OF WORK

ASD is soliciting qualified service Providers, (hereafter referred to as "Provider", "Vendor", "Firm" or "Contractor") for one solution. Under this solution, the Provider shall submit a proposal for implementation and ongoing services for a professional learning management platform. ASD priorities include but are not limited to:

● The system integrates with current ASD data and systems.

● The company provides timely and responsive support and training.

● The system must offer 24-hour access; be both web-based and accessible via a variety of mobile devices; utilize e-mail.

● Solution must be externally hosted (e.g., SaaS)

I. KEY FUNCTIONAL AND TECHNICAL REQUIREMENTS

The Contractor shall provide a web-based software solution for professional learning management that includes the areas and categories listed in the table below.

When completing and submitting your written proposal document to the District, please indicate if your Firm has a solution for the platform feature listed in the table below. If yes, please provide this information as part of your written Statement of Work. If no, please indicate which feature(s) your Firm is unable to provide.

Platform Required / Desired Features
A. User Experience / Interface
1. Platform navigation is easy to use with minimal clicks, information is rendered on a single page, and pages load quickly
2. Compatible with a variety of operating systems, internet browsers, and mobile devices
3. Allows for District personalization, including branding and application settings
4. Search tool allows for the selection of multiple criteria within a single search
5. Search tool allows for data to be filtered based on individual preferences
6. Search tool allows for all fields within the system to be searchable

7. Search tool allows for customization of default settings	
8. Search tool allows for courses and resources to be searchable	
9. Platform allows a user to view, print, and save in pdf format and download and print user transcript	

B. Learner-Centered Features

10. Provide support for learner e-portfolios

11. Ability to customize primary learner account page

12. Ability for learning recommendations to be generated based on data sources (e.g. performance data, supervisor suggestions, etc.)

13. Ability for automatic recommendation of learning content based on the role of the learner

14. Search capabilities based on framework competencies, role, etc.

15. Resource identification- capability to search and browse for resources and content

16. Ability for learners, instructors, and system administrators to create working groups of learners within a course and across courses

17. Ability for learners to review how much course content they have accessed

18. Capability for third party learner portal or learner-centered feature systems with which the PLMS integrates

19. Ability to automatically create certificates when course status updates to "complete" and ability to create customized certificates

C. Alignment and Mapping

20. Content in the PLMS can be mapped to multiple performance frameworks as well as, one or more programs within the District

21. Solution provides a clear process to manage the alignment of resources and coursework within the system

D. Course and Class Management

22. Course structure incorporates content and materials, online assignment submittal, assessments, and certificates

23. Ability for course-level announcements

24. Automatic notification of learners to important information (e.g. add or drop confirmation, change of class meeting time and location, incomplete work, etc.)

25. Learner group management for discussions, assignments, projects, and collaborative exercises

26. Learner access and progress/activity tracking (e.g. login frequency, duration, course activity, content accessed, tests completed, discussion participation, etc.) including instructor access to all learner chat logs

27. Ability to import/export learner management information in non-proprietary formats (such as common spreadsheet data formats)

28. Ability to control the progression of a class or specify the date and duration of the release of course content, resources, tests, discussions, etc. based on user, performance, and/or other prerequisite criteria

29. Conflict identification and resolution- multiple enrollments in the same coursework is flagged, especially after successful completion by the participant

30. Course format allows for flexibility and additional choice-based content (breakout sessions), for single-strand and multi-strand (conference style) professional learning events

31. Course format allows for hybrid design- synchronous and asynchronous delivered trainings in one curriculum

32. Capability to hyperlink directly to a course without requiring learners/participants to search for it.

33. Ability for users to register for instructor-led trainings

34. Capability for administration of instructor-led trainings, including monitoring and submission of attendance rosters

35. Ability to create dynamic enrollments by multiple criteria

36. Capability to assign who can view and/or restrict access to a course by multipole criteria (job classification, employee type, role, division, department, location, etc.)

37. Ability to indicate and track interest for a training; course and class waitlists, with ability to turn the feature on and off

38. Ability to archive courses or restore from archive

39. Ability to remove training from a user's transcript

E. Course Content Development and Organization
40. Solution permits content to be loaded, created, shared, assessed, and modified
41. Ability to create basic web content including, but not limited to, music, videos, mathematical and science symbols and notations, presentations, foreign language support, and spell check
42. Alignment of course content to performance frameworks, as well as content to departmental areas
43. Ability to include dynamic media such as presentations, audio playbacks, animations or movies embedded in the materials
44. Copying, moving, and re-ordering content (to the document level) within a course and across courses
45. Easy import/export of various text word processing, graphic, and presentation formats (.txt.doc, jpg, PowerPoint, Flash, PDF, etc.) and content objects, without character limits
46. Ability to attach files to courses (course materials, email communications, etc.)
47. Capability for participant work and course content to be archived in the PLMS. Security for the content management system(s)
48. Integration with Google Apps (Google Docs, Google Slides, Google Sheets, Google Forms) and Microsoft Office 360 that allows login to the LMS using a District Single Sign-On (SSO) account. (Users can then move seamlessly between Google Apps and/or Microsoft Office and the PLMS)
49. Ability for integration with other learning content service vendors including content sourced from the District
50. Ability to integrate links to external websites within the system
51. Course creation capabilities that support integration of multimedia , existing content and a variety of digital materials, file formats, third party content, etc.
52. Course Pathways – allows for sequencing of courses into unit groups or pathways, including prerequisites
53. Attendance integration with online meeting software (e.g., Zoom) within the LMS infrastructure
54. Allow grouping of courses into a program

55.	Allow for re-versioning of courses and option to allow learners to retain current status, including completion, or require retraining with new version
56.	Ability to upload and store course materials for future reference in multiple formats (e.g. PDF, MS Office, WMV, MP4, MP3, etc.) and index them with a particular session
57.	Ability to automatically generate a roster for classes (accessible by administrators and instructors)
58.	Ability to create a template for the roster that is automatically used
59.	Ability to limit the number of enrollments by service area, department, classification, etc.
60.	Ability to manually push enrollments past capacity
61.	Prerequisite functionality for courses
62.	Ability to specify training as mandatory or voluntary, and specify by role, unit, department, classification, etc.
63.	Capability to group content by learning roadmaps or pathways associated with a specific competency
F.	**Testing and Assessment**
64.	Capability for multiple types of questions. Flexible testing features include multiple choice, true-false, matching, short essay, long essay, fill-in-the-blank questions, with the capability for providing feedback
65.	Provisions for test security, including restricting access, test release time and duration, as well as the number of possible retakes
66.	Ability to set passing score or no passing score
67.	Provisions for graded and ungraded testing and self-tests
68.	Ability to enhance tests with hyperlinks and multimedia elements such as imported still or video images, audio, scientific notation, embedded questions, and other effects
69.	Ability to randomize quiz questions, to select test questions randomly from a test bank, and to randomize possible answers (A/B/C) in multiple choice questions
70.	Ability to make test results immediately available to learners, if instructor wishes, with the potential inclusion of prescriptive feedback on incorrect answers

71. Ability for test takers to bookmark questions during quiz, including navigate back to specific questions and view unanswered questions during test
72. Ability to categorize questions
73. Ability for test taker to save tests and finish at a later date with option to turn feature off, if desired
74. Ability to test hundreds of users simultaneously
75. Ability to create and integrate rubrics to a quiz
76. Provide an easy method of exporting test result data for offline analysis
77. Ability to view and report advanced results analytics. (e.g., See the percentage of times questions are answered correctly and incorrectly, which categories and questions users are passing or failing in.)
78. Ability to rate professional development content, courses, resources, and collaboration spaces, including capability for these to be evaluated and provide recommendations
79. Reporting capabilities for various users on testing, assessments, and course evaluations
80. Ability to create evaluations attached to courses that use professional development evaluation frameworks
G. Coursework Requirements
81. Courseware features are standards-based
82. Automated processes such as assigning grades, supporting collaboration, user authentication, document management, assessment, displaying syllabi, calendars and other course information
83. System demonstrates compliance with industry- standard cloud-based SaaS
H. Reporting Tools
84. Ability to aggregate assessment results/activity data at varying levels of the organization
85. Ability to evaluate learner level and program level assessments
86. Ability to preview reports online, including customized reports from near real-time data
87. Graphical representations of data that are easy to consume for users

88. Dashboarding capabilities for various users within the system; learner, content developer, administrator
89. Ability of customizable dashboard to provide at-a- glance display of important PLMS information on a single screen
90. Ability to create custom reporting fields and calculated fields
91. Ability to produce usage statistics reports that include, minimally, the number of courses offered, number of learners in each course
92. Data extracts/custom reports - provides the ability to create custom extracts (in different formats) without the need for the creator to create it
93. Report access controlled by security within the system with varying levels of access granted to administrators, content developers, instructors, principals, and/or central office staff. Access is configurable by role within the system
94. District has full access to extract user-generated, system, and usage data
95. Reports can be generated at any time without the interruption of other operations and system functions
96. Customized solutions for predetermined reports and delivery options such as ability to schedule reports to run at predetermined times and on predetermined schedules with delivery options to include SFTP sites and emails
97. Ability to share and grant access to reports to other users within the system
98. Provisions for data analytics/reporting that allows programmatic read-only real time access to PLMS data
99. Capability to automate course (professional development) evaluations and customize, including data collection, reporting and analytics on evaluation results
I. Data Capabilities
100. System must record both historical users (duration, completion, attendance, etc.) and courses (participation, evaluation ratings, etc.)
111. System provides a detailed audit trail
112. System can retain and maintain multi-year historical data

113. System is capable of handling migration of large data loads from another LMS system	

J. Communication and In-Built Community Forums

114. Solution includes communication tools in the software and methods by which the tools are managed	
115. Capability for asynchronous threaded public or private discussions, discussion boards with clear specification when these are created, monitored, and deactivated	
116. Capability for polls/surveys/evaluations and social network-type posts with clear specifications how these are created, delivered, and results collected and analyzed	
117. Capability for synchronous chats with transcripts and logs	
118. Tools for collaborative working groups, including ability to create custom cohorts and flexible user groups	
119. File exchange capabilities and multiple file types supported with no max restrictions on uploads	
120. Provisions for notifying learners of new communications and course changes	
121. Provides a means by which to post general purpose notifications or announcements	
122. Video chat/conferencing, screen sharing, web meeting capabilities	
123. Ability to moderate content training, courses, and communities/chats	
124. Ability to share and solicit learning opportunities from peers and others, including with social media technologies	
125. Resource sharing – capability to house resources created and curated by users	
126. Ability for email blasts, push notifications, and communication logging, targeted and global announcements and messaging	

K. Administer Management and Monitoring

127. System Administrators can create and manage courses, including copying existing courses	

128. Registration – provides easy to use self-service online registration for all professional learning events (synchronous and in-person) and asynchronous (on demand) learning that includes initial and ongoing communication tools. Supports automated registration tools, system administrators and content developers can pre-register large groups of staff by site, job code, or other logic-based assignment

129. Allows for multiple system administrators to manage various settings and areas of the platform, including but not limited to the following:

● User Profiles
  ● Support Ticket Submissions
  ● Department Information
  ● Web Portal within system
  ● Security Options
  ● Custom Form Fields
  ● Definition Tables for Departments, Job Types, etc.

130. Allow new users to self-register and be granted temporary access with the process managed by system administrators, including ability to turn off the function and deactivate user accounts

131. Allows multiple levels and permissions of administrators to be assigned by main administrator(s)

132. Allow an unlimited amount of administrator role assignments

133. Capability to show timestamps for all actions

134. Provides various statistical reposts based on usage for better administration and maintenance of the system (e.g., User last login data, number of inactive Users, etc.)

135. Allow the system administrator the capability to define custom fields to be utilized with the option to add, delete, and modify as needed per the individual business needs of each organizational unit defined by the District, trainings, and users

136. Capability to create a dynamic organizational chart and select which District employee type, non-District employee (contractor), or status view

137. Ability to differentiate between District employees and groups

138. Allow site administrators to add, delete, expire, or modify business rules according to the collective bargaining agreements

139. Allow administrators and instructors to change multiple user course statuses simultaneously

L. Calendar
140. Solution provides a calendar that links directly to other course areas and portals
141. Calendar visually shows current course offerings, limited by those the employee has access to

M. Scalability
141. Solution allows for modification and/or expansion as additional employees or functionality is added
142. Solution demonstrates capability to support scalable content hosting and can undergo any necessary upgrades as the District's learning requirements shift to match organizational needs
143. Solution demonstrates capability to handle increased demand or spikes in usage should they occur

II. SECURITY

The contractor shall provide a secure environment that ensures that all computerized files, information, human resources information and data are developed, used, and maintained in a secure manner that will protect the confidentiality of all materials, records, and files. The security environment must be approved by the ASD. The security system for all information stored, transmitted or processed by the Contractor must comply with all applicable District information security policies, which are available in the District's policy manual.

III. PLATFORM CONFIGURATION, USER MANAGEMENT AND DATA SECURITY

A. **Platform Configuration:** Contractor will develop any Platform Configurations and submit for approval by the District in accordance with this Statement of Work, which approval will not be unreasonably withheld or delayed; provided, however, that it will not be unreasonable for the District to refuse to approve any Platform Configuration that (1) fails to provide the Contractor Platform in compliance with all District standards for the security and confidentiality of District Confidential Information and District Protected Information, or (2) fails to provide for platform

configuration of the Contractor Platform without material disruption in the use or utility of the Contractor Platform to the District or its users.

B. User ID Management: The parties will manage user identification (or "ID") information by a collaborative process.

C. Use of District's Internet Authorization System. Contractor shall provide the District with a written implementation plan. The implementation plan must be approved by the District's Executive Director of Technology prior to implementation.

D. Hierarchical Security Levels: Contractor shall provide a hierarchical username management utility to which only those individuals designated by the District shall have access. The security levels must be approved by the District's Executive Director of Technology.

IV. CUSTOMER SUPPORT / TRAINING UPDATES

A. System updates (hardware and software) are the responsibility of the firm and must be scheduled and deployed in a manner consistent with best practices.

B. System updates, patches, enhancements and bug fixes are to be scheduled, tested, validated and communicated in a timely and transparent manner consistent with industry standard best practices.

C. Training and/or training resources are to be provided for each group involved with the system

D. Training materials such as 24/7 access to online training resources—video vignettes, live and pre-recorded webinars, documentation, FAQs, etc. are expected.

E. Emergency support for system down, report malfunctions, etc. is required.

F. A dedicated Account Manager, telephone and email support, live tech support, online chat, and online system to create, manage, and track cases; access to Knowledge Articles, troubleshooting resources, user community to exchange best practices

G. Online training and/or in-person training

H. Annually, or as requested by the District, on-site and/or virtual meetings to plan for upcoming features, etc.

I. Live tech support in addition to telephone and email support.

RFP Requirements

Proposals should be submitted following the instructions detailed below.

The Allentown School District reserves the right to select a proposal in its entirety or some portion(s) thereof. Furthermore, The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

DELIVERABLES:

Letter of Transmittal: Each proposal should be accompanied by a letter of transmittal that summarizes the proposal's key points and is signed by an authorized officer.

Experience and Qualifications:

1) Provide brief biographies for the partners and employees that would support the Allentown School District including any relevant experience for each person.
2) An organizational chart for the firm
3) Include only those individuals who will work on the ASD account and specify their role in the project.
4) Describe relevant experience, including previous work with other medium to large urban school districts.
5) Please provide at least three references.

Project Work Plan: Submit a detailed work plan for performed services. This plan should list all services to be rendered with an explanation in detail on how the proposer will provide the services and/or meet the program requirements. The proposal should demonstrate a clear understanding of the scope of work and of the goals and objectives of the district with reference to the RFP. A timeline for the completion of specific work products should also be included.

Fee Proposal: Please provide a fee structure that your company would propose to provide strategic planning services for the Office of the Superintendent, given the scope of services in your detailed work plan. Proposals must include the overall cost of all work, any hourly or daily rates, and cost estimates for travel and time associated with communicating with the ASD staff.

Evaluation Criteria and Scoring

The District will evaluate all Proposals submitted in response to this RFP through a 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 a presentation 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:
- Background and experience
- Background and experience in working with urban school districts
- Cost-effectiveness of proposal

Each item in the Scope of Services and the RFP Requirements included in this evaluation 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

The School District will select the Proposer for recommended award of a Contract for the work, based on the School District's evaluation and discretion as to the best qualified Proposer whose Proposal best meet the needs of the School District as set forth in this RFP, and which constitute the best value to the School District, as determined in the School District's sole discretion.

SUBMISSION

Proposals must be submitted by <mark>Friday, October 4, 2024</mark>, at 4:00 pm EST. All proposals must be submitted electronically to rfp@allentownsd.org, with ***Professional Learning Management System (PLMS)*** as the subject line. Proposals, including any/all attachments and cover letters, should be submitted as a single PDF document. Proposals should be submitted in accordance with the proposal guidelines outlined in this RFP. Allentown School District reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is determined to be the most advantageous to the school district. Late proposals will not be accepted.

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 0MB 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