

REQUEST FOR PROPOSALS

focusing on

Mass Communication System

Proposals Due:

**No later than 4:00 p.m. EST on Friday, October 11,
2024**

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Request for Proposal

Mass Communications System

Allentown School District

Allentown School District (“the District”) is inviting proposals from qualified service providers to provide a mass communication and notification platform that can seamlessly connect the district to parents & guardians, teachers, students, and staff.

The district’s objective of this RFP is to find a unified solution that meets the needs of the various buildings and departments. Replacing and streamlining multiple communications platforms with one integrated system will be more efficient. An easy-to-implement, multi-purpose unified system also holds the promise of a more engaged relationship between schools and their families, where everyone works together to accelerate student achievement.

The selected solution provider will have a track record in service delivery, focused on improving equity, building positive relationships between school and home, and a grounding in products and services based in research.

This RFP is designed to provide interested parties with sufficient information to submit qualified proposals in which the district can determine which solution(s) to consider for implementation.

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 before 4:00 p.m. EST on **Friday, October 11, 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 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 unacceptable and grounds for potential elimination from consideration. All questions must be submitted via email.

Introduction

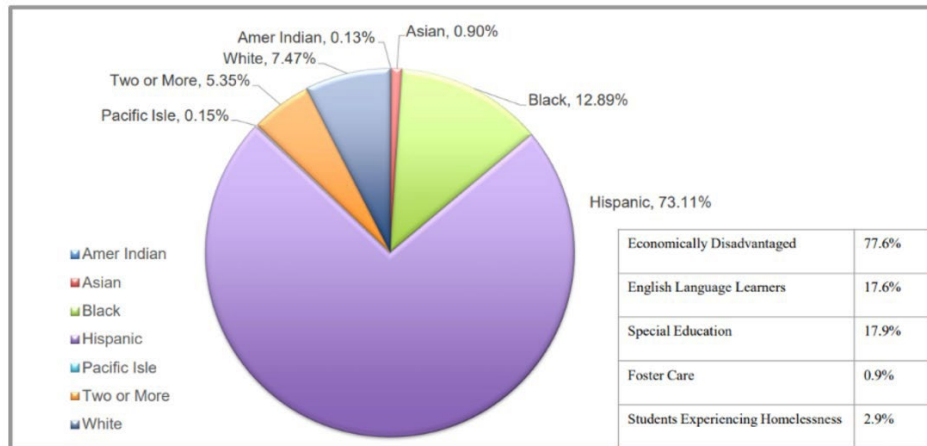
Purpose:

The Allentown School District, hereafter referred to as the “District” or “ASD,” is seeking proposals from qualified vendors to provide a Mass Communications System to be used by the District per the required and desired features listed in the Scope of Services.

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 centers with pre-K and kindergarten only and approximately 300 students. One is a dual language immersion academy with approximately 120 students, and another is a 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:



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 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 our strengths are needed.
- **Empowerment** - Equipping stakeholders to help students reach their full potential by providing 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 Allentown School District's mission is to serve each student's diverse educational needs 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 empowering the community.

Allentown School District Theory of Action

Allentown School District's Theory of Action is rooted in understanding the current strengths, areas of improvement, challenges, and assets in our schools to improve district and school improvement efforts. Our responsibility is to leverage the assets and 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 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 have a 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 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 affect the contract's performance. As an employer, the vendor shall not discriminate against any worker, employee applicant, or public member because of race, creed, color, age, sex, or nationality, 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, demands, suits, or other forms of liability that may arise out of, or because 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 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.

Scope of Services

STATEMENT OF WORK

Allentown School District (ASD) strives to lead school district communications, providing meaningful two-way communication streams with all stakeholders.

The scope of services required also entails providing the district with a mass communication and notification system that can be used in the event of an emergency. It also allows routine communication between the district, schools, and individual teachers and families.

Different stakeholder groups have their preferred method of communicating with staff and students' families. Teachers, principals, and the district utilize a variety and combination of free and paid systems. This often results in conflicting priorities and a coherent approach to how messages are sent or who sends them, leaving families with questions and concerns about what they do not know.

DISTRICT DATA OVERVIEW

Description	Data Point
School Buildings + Program Sites	25
Staff	2,200
Student Count	16,600
Student Information System	Sapphire

RFP REQUIREMENTS

Administrative Capabilities

- Intuitive user interface
- Secure user access
- Customizable (granular) user access levels to allow for controlled levels of access for district users
 - i.e., teachers and coaches only have access to their students, admins only their building, etc.

Functional

Capabilities Overall

System

- Voice, Email, and communications can be managed within the selected platform
- Ability for the district/building leaders to be able to manage sending/receiving messages from a computer and/or mobile device
 - Administrative mobile application preferred

- Scheduled (advanced) messaging
 - Scheduled messages must be editable at any time before sending
- Prepopulated recipient groups that are
 - Automatically updated through the SIS
 - Easy to use and update when student information
- Multi-language interface capabilities
 - Reliable auto-translation features
- Ability to connect to district or school social media platforms (ex - Facebook, Twitter, Instagram) for further sharing of information

Voice Calls

- Voice communications should be sent from a pre-determined phone number (NO USE OF PERSONAL PHONE NUMBERS)

Email Messages

- Mobile-friendly email format
- Messages can include images, attachments, and forms
- Templates for newsletters / branded communications from the district and/or buildings

SMS/Text Messages

- SMS communications should be sent from a pre-determined phone number (NO USE OF PERSONAL PHONE NUMBERS)
 - IDEALLY – each site would have its own SMS “phone number” so families could identify the message as being from the district
 - Two-way “texting” capabilities
 - Generous or no character limit for SMS communications
- Email Messages
 - Mobile-friendly email format
 - Messages can include images, attachments, and forms

Audience interaction

- Mobile application or mobile-friendly portal for students, parents, and families to:
 - Access and view all messages from their child’s teacher, school, and district in one place
 - Manage:
 - Personal Contact information
 - Communication preferences
 - Language preferences

Support and Training

- Provide a timeline for training and onboarding before the start of the 2025-2026 SY
- Provide or facilitate training to ASD staff at all levels (teachers, staff, administrators, and families)
- Easy to access and understand “Help” database / training videos
- Live technical support
- Templates that allow schools / the district to create branded communication newsletters, etc.
- User intuitive and mobile-friendly

EVALUATION CRITERIA

For District Administrators and Communications Staff:

1. Does the tool offer one unified platform for all school-to-home messaging that can be managed from a PC and/or mobile phone?
2. Does it involve all stakeholders, from district administrators to building leaders/ teachers and parents?
3. Do the functions work together seamlessly?
4. Does the system provide secure document delivery?
5. Does the system provide customizable user permissions?
6. Does it offer voice, text, app, and email communication tools?
7. Does it support equity by providing two-way instant translation and language preferences?
8. Does the platform embed interactive services like forms, conferences, attendance records, and progress reports?
9. Does it provide complete administrative oversight, security, and reporting?
10. Does it consolidate all parent contact information and preferences — voice, email, text, and app — into one login for contact data management, verification, and updates?
11. Can the district send emergency alerts to all contacts simultaneously?
12. Will all communications maintain consistent district branding?
13. Does the solution provide insight into how individual schools communicate with stakeholders?
14. Does it report metrics on parent response and engagement?
15. Does it provide information on who is not receiving messages so contact information errors can be fixed?
16. Does it streamline the number of communication solutions the district has to manage and support?

For Parents/Guardians

1. Will parents/guardians be notified of updates only relevant to their child?

2. Are the platform functions easy to navigate?
3. Does it allow parents/guardians to select their preferred mode and frequency of communication?
4. Are real-time translations available for families who don't speak English?
5. Does the platform allow parents/guardians to securely verify their preferred contact details and easily update their school information if needed?
6. Does the platform also incorporate a web-based online presence, such as a website where people can engage with/manage the system, instead of just the mobile-friendly end?

For Principals

1. Does the platform allow building administrators to address all stakeholders?
2. Does it include internal communication so the principal can communicate directly with various staff groups?
3. Can school administrators monitor and oversee communications from the district, school, teachers, and parents?
4. Can administrators delegate tasks by assigning special permissions?
5. Does it provide teachers / the school with accurate contact information by class, student, and grade that is automatically maintained through a connection with the SIS?

For Teachers:

1. Does the solution provide classroom communication for teachers?
2. Will it free up teachers' time in their day-to-day schedules?
3. Is it more accessible for communication-based tasks, such as asking for classroom supplies and organizing parent-teacher conferences?
4. Can teachers communicate with families about classroom needs, particularly with parents who do not understand English?

For Students:

1. Does the platform provide secure communications between students and teachers?
2. Does it allow students to receive push communications, text messages, emails, and alerts?
3. Can teachers reach students directly with messages or posts?
4. Can students engage with communications by commenting on posts?
5. Does the platform allow the creation of custom student groups – for example, student-athletes, after-school clubs or groups, or students who ride a specific bus?

6. Can coaches create custom lists for student-athletes to communicate directly with their teams?

For Data Privacy and Security:

1. Does the platform streamline IT support?
2. Does it offer Single Sign On Google Workspace, Microsoft Azure, and ADFS Based SSO (SAML) Enterprise Integration capabilities?
3. Does it reduce time-wasting manual account merges and password resets?
4. Does it adhere to student privacy principles and education privacy agreements?
5. Does the platform allow “SFTP” style (such as CSV or XLS) imports from SIS currently in use in ASD (Sapphire and PowerSchool)?

SCORING

Awarding this proposal will be based on a combined score consisting of ratings on all RFP requirements, evaluation criteria, and total cost of services, all parts being equal and nothing weighted. All proposals must include a proposed cost to complete each service involved in the support for Mass Communications/ Notifications. Costs should be quoted as one-time or non-recurring costs (NRC) or monthly recurring costs (MRC) and include an explanation. Each requirement and criteria listed in this RFP will be scored individually.

The School District will select the Proposer for the 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 meets the needs of the School District as outlined 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 **Friday, October 11, 2024**, at 4:00 pm EST. All proposals must be submitted electronically to rfp@allentownsd.org, with the **Mass Communication System** Allentown School District (“the District”) is inviting proposals from qualified service providers to provide a mass communication and notification platform that can seamlessly connect the district to parents & guardians, teachers, students, and staff.

The district’s objective of this RFP is to find a unified solution that meets the needs of the various buildings and departments. Replacing and streamlining multiple communications platforms with one integrated system will be more efficient. An easy-to-implement, multi-purpose unified system also holds the promise of a more engaged relationship between schools and their families, where everyone works together to accelerate student achievement.

The selected solution provider will have a track record in service delivery, focused on improving equity, building positive relationships between school and home, and a grounding in products and services based in research.

This RFP is designed to provide interested parties with sufficient information to submit qualified proposals in which the district can determine which solution(s) to consider for implementation.

as the subject line. Proposals, including any/all attachments and cover letters, should be submitted as a single PDF document. Proposals should be submitted according to the proposal guidelines outlined in this RFP. Allentown School District reserves the right to reject any proposals, waive irregularities, and 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, 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 over 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 by 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 the 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 responsibilities, 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 expressly agreed in writing. ***This term shall apply without regard to the Contract amount.***

Does the Vendor agree? YES_

Initials of Authorized Representative of Vendor

District Termination for Cause and Convenience

In addition to other terms stated in the Contract, the 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 a 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 the Vendor must deliver that has been satisfactorily delivered before termination. If the District has paid the Vendor for goods or services yet to be provided as of the termination date, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

Does the 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 over \$10,000 must address Termination for Cause or for Convenience by the District, including how 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 a "federally assisted construction contract" means any agreement for construction work that 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 at this moment incorporated by reference. The Vendor agrees that such provision applies to any District purchase or contract that meets the "federally assisted construction contract" definition 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 over \$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"). By the statute, contractors must 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 pay wages at least 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 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 they are 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 do not apply 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 of more than \$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 requires each contractor to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work over 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 introductory pay rate for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

The District has determined that these requirements do not apply 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 apply to the Contract.

If the District has determined 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 over \$150,000 must contain provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under 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 do not apply 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) by 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 and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The 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. The vendor further agrees to immediately notify the District during the term of the contract if the Vendor is later listed on the government- 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 the 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 in connection with obtaining any Federal award.

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

The District has determined that these requirements apply to the Contract.

If the District has determined 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 the 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