

# **REQUEST FOR PROPOSALS**

*focusing on*

## **Management and Operation of an AI-Theme Based High School**

**Proposals Due:**

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

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## Request for Proposal

# Professional Learning Management System (PLMS)

### Allentown School District

The Allentown School District seeks proposals from qualified education management, universities, or other education-focused organizations to assume the operation and management of a non-selective competency-based high school in the Allentown School District to develop a theme-based approach to Artificial Intelligence embedded in academic, career, and service-based pathways. The school uses a secondary model that facilitates authentic learning experiences, addressing the unique social and educational needs of all our approximately 450 students in grades 9-12. Our vision centers on empowering students to build agency and impact their world, sparked by their passions and aware of their power. By adopting a proactive, strategic, and collaborative approach to the management and operation of the high school, school leaders, teachers, and staff can successfully navigate challenges and create innovative educational models that prepare students for the future.

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

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

Or by mail or hand-delivered to:

Allentown School District

*Attn: Amy Simmons*

31 S. Penn Street

Allentown, PA 18102

**Proposals must be received 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](mailto:RFP@allentownsd.org).*

Amy Simmons is the only contact for this project. Contacting other administrators, School Board Members, or staff members as part of this process is unacceptable and grounds for potential elimination from consideration. All questions must be submitted via email.

## Introduction

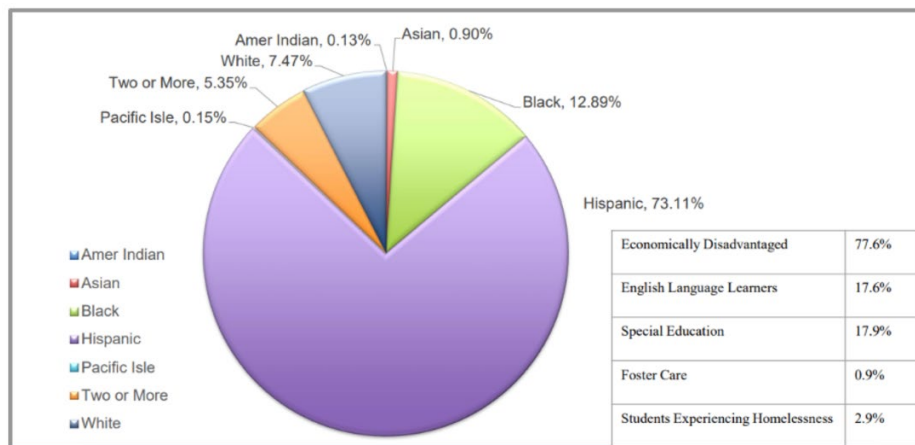
### Purpose:

The Allentown School District seeks proposals from qualified education management, universities, or other education-focused organizations to assume the operation and management of a non-selective competency-based high school in the Allentown School District to develop a theme-based approach to Artificial Intelligence embedded in academic, career, and service-based pathways. The school uses a secondary model that facilitates authentic learning experiences, addressing the unique social and educational needs of all our approximately 450 students in grades 9-12. Our vision centers on empowering students to build agency and impact their world, sparked by their passions and aware of their power. By adopting a proactive, strategic, and collaborative approach to the management and operation of the high school, school leaders, teachers, and staff can successfully navigate challenges and create innovative educational models that prepare students for the future.

### 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 Allentown community.

### **Allentown School District Theory of Action**

Allentown School District's Theory of Action is rooted in understanding our schools' current strengths, areas of improvement, challenges, and assets 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 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 always 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. The vendor, as an employer, shall not discriminate against any worker, employee applicant, or any 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 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 or undertakings contained in or made pursuant to this agreement.

**Termination.** Failure by the successful vendor to comply with the terms and conditions of this RFP or to deliver the services identified in this RFP or the contract at the quoted price 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

The selected partner will be responsible for the comprehensive management of the school, upholding our mission and vision, including but not limited to:

**Leadership and Management:** Providing strong leadership and effective management of all school operations, aligning with the high school's philosophy of student empowerment and personalized learning.

**Coaching and Professional Development:** Supporting teachers as guides, fostering a nurturing advisory network, and facilitating ongoing professional development to ensure high-quality, personalized instruction.

**Software Coordination:** Integrating and managing educational software systems that support competency-based learning and ensuring seamless coordination with student information systems.

**Family Engagement:** Developing and implementing strategies that sustain ongoing relationships with families and engage them in their children's education.

**Community Engagement:** Developing and implementing strategies that seek out, engage, and build the capacity for partnerships with community organizations and businesses.

**Educational Model:** Advancing the school's competency-based model and personalized learning pathways, empowering students to exercise choice within academic, career, and service-focused pathways to success with an emphasis on Artificial Intelligence and emerging technologies.

**School Governance Council:** Developing and supporting through continuous learning and improvement efforts a School Governance Council comprising family, business partners, school leadership, teachers, and students.

## RFP Requirements

Proposals should address the following, demonstrating alignment with The High School's unique vision and mission:

- **Organization Overview:** Provide a detailed overview of your organization, highlighting experience managing schools with a competency-based focus, Artificial Intelligence and emerging technology themes, and commitment to student-centered learning through pathway development. Include the names and resumes of crucial individuals in your organization who will be directly engaged in supporting the high school.
- **Leadership and Management Plan:** Outline your approach to school leadership and management, emphasizing collaboration, teacher empowerment, and support for personalized learning pathways. Identify the research and theories that underpin your approaches.
- **Educational Model:** Describe your vision for advancing the high school's competency-based model, empowering students to exercise choice and voice in their learning journey. Include specific strategies for curriculum development, assessment, and personalized student support. Identify the research and theories that underpin your proposed model.
- **Technology Integration:** Detail your experience with educational software that supports competency-based learning and student information systems. Explain how you will leverage technology to facilitate personalized learning through a theme of Artificial Intelligence and facilitate school operations and programs. Share examples of where you have supported technology integration.
- **Professional Development:** Describe your plan for providing ongoing professional development to school leaders, support staff, and teachers, including coaching and mentoring, focusing on their role as guides in a student-centered environment. Provide your theory of action in relation to professional development.
- **Family Engagement:** Outline your strategies for building and sustaining strong relationships with families, ensuring their active involvement in their children's education.
- **Community Engagement:** Outline your approaches and strategies for building and sustaining solid relationships with community organizations and businesses, resulting in material and resource support, student internships, and shadowing opportunities aligned to pathways established.
- **Data and Accountability:** Explain how you will collect, analyze, and use data to inform decision-making, support personalized learning, and ensure continuous improvement.

- **Restorative Practices:** Detail your approach to implementing and upholding restorative practices, creating a supportive and accountable school community.
- **Budget and Financial Management:** Provide a detailed proposal, including projected revenues and expenses.

**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 supporting 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 of how the proposer will provide the services and meet the program requirements. The proposal should demonstrate a clear understanding of the scope of work and the district's goals and objectives 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, 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 cost-effectively and efficiently. This committee will consider each measure included in the Scope of Services and Requirements and award the work based on this evaluation at their sole discretion. 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.

Proposals will be evaluated based on the following criteria:

- **Alignment with the High School's Vision and Mission:** Demonstrated understanding and commitment to The High School's philosophy of student empowerment, personalized learning, and restorative practices.
- **Experience and Expertise:** Proven track record in managing schools with a competency-based focus and commitment to student-centered learning.
- **Leadership and Management:** Strong leadership team with the capacity to effectively manage all aspects of school operations, fostering collaboration and teacher empowerment.
- **Educational Model:** Clear and compelling vision for advancing The High School's competency-based model, empowering students to exercise choice and voice in their learning.
- **Technology Integration:** Demonstrated success in developing thematic approaches to Artificial Intelligence and technology integration into curriculum, teaching, and learning. Expertise in utilizing educational software that supports competency-based learning and student information systems to facilitate personalized learning and school operations.
- **Professional Development:** Comprehensive plan for providing ongoing professional development to teachers, emphasizing their role as guides in a student-centered environment.
- **Family Engagement:** Commitment to building and sustaining strong relationships with families, ensuring their active involvement in their children's education.
- **Community Engagement:** Proven track record of engaging businesses and organizations at the micro and macro levels to support educational efforts in a secondary setting.
- **Data and Accountability:** Robust plan for collecting, analyzing, and using data to inform decision-making, support personalized learning, and drive continuous improvement.
- **Restorative Practices:** Clear understanding and commitment to implementing and upholding restorative practices within the school community.
- **Budget and Financial Management:** Sound financial management practices and a detailed budget proposal.

## Evaluation Rubric

### Criteria

#### Alignment with the High School's Vision and Mission

There is no evidence of understanding or alignment with the school's philosophy.

A vague or superficial understanding of the school's philosophy.

Basic understanding of the school's philosophy but limited evidence of commitment.

A clear understanding of the school's philosophy and some evidence of commitment.

Strong understanding and clear commitment to the school's philosophy, with evidence of alignment in proposed plans.

Deep understanding and unwavering commitment to the school's philosophy seamlessly integrated into all aspects of the proposal.

### **Experience and Expertise**

No relevant experience or expertise was demonstrated.

Limited or irrelevant experience in managing schools or competency-based learning.

Some relevant experience, but need more depth or evidence of success.

Moderate experience managing schools and implementing competency-based learning, with some evidence of success.

Significant experience and demonstrated success in managing schools with a competency-based focus and commitment to student-centered learning.

Extensive experience and a proven track record of exceptional success in managing schools, implementing competency-based learning, and fostering student-centered environments.

### **Leadership and Management**

Needs a clear leadership structure or plan.

The leadership plan needs to be more clear and complete, with no clear demonstration of capacity.

The leadership plan is adequate but needs more depth and a focus on collaboration and empowerment.

The leadership plan is well-structured and demonstrates some capacity for effective management and fostering collaboration.

The comprehensive leadership plan demonstrates the strong capacity for effective management and emphasizes collaboration and teacher empowerment.

The leadership plan is exemplary, showcasing exceptional vision, strategic thinking, and a deep understanding of effective school management, with a strong focus on collaboration and empowerment.

### **Educational Model**

No transparent educational model was presented.

The educational model is vague or lacks connection to the school's vision and competency-based approach.

The educational model is present but needs more depth, innovation, and a focus on student empowerment and choice.

The educational model is well-defined, demonstrates some innovation, and aligns with the school's vision and competency-based approach.

The educational model is comprehensive, innovative, and fully embraces the school's vision, empowering students to exercise choice and voice in their learning.

The educational model is exemplary, showcasing a transformative vision for advancing the competency-based model and empowering students within that framework.

### **Technology Integration**

There is no plan for technology integration or AI utilization.

The technology integration plan is vague or lacks focus on AI or thematic approaches.

A technology integration plan is present but needs more depth, innovation, or connection to personalized learning.

The technology integration plan is well-structured, demonstrates thoughtful AI integration, and shows some understanding of personalized learning.

The technology integration plan is comprehensive and innovative and seamlessly weaves AI and technology into the curriculum, teaching, and learning to facilitate personalized learning.

The technology integration plan is exemplary, showcasing a cutting-edge vision for AI and technology integration and demonstrating expertise in utilizing educational software to support competency-based learning and personalized learning.

### **Professional Development**

No professional development plan was provided.

The professional development plan needs to be more specific and complete.

Professional development plan is adequate but needs more depth and a focus on the teacher's role as a guide.

The professional development plan is well-structured and focuses on the teacher's role as a guide in a student-centered environment.

A comprehensive Professional development plan emphasizes the teacher's role as a guide in a student-centered environment.

Professional development plan is exemplary, demonstrating a deep commitment to teacher growth and development, with a strong focus on their role as guides in a student-centered environment.

### **Family Engagement**

There is no plan for family engagement.

The family engagement plan is vague or lacks specific strategies.

A family engagement plan is present but needs more depth and a focus on sustained involvement.

The family engagement plan is well-structured and includes strategies for building and sustaining relationships with families.

The family engagement plan is comprehensive and demonstrates a solid commitment to ensuring the active involvement of families in their children's education.

The family engagement plan is exemplary, showcasing innovative and effective strategies for building and sustaining strong relationships with families, ensuring their deep and meaningful involvement in their children's education.

### **Community Engagement**

No plan for community engagement.

A community engagement plan is vague or lacks specific strategies.

A community engagement plan is present but needs more depth and a focus on engaging businesses and organizations at both micro and macro levels.

The well-structured community engagement plan includes strategies for engaging businesses and organizations to support educational efforts.

The comprehensive community engagement plan demonstrates a solid commitment to engaging businesses and organizations at both micro and macro levels to support educational efforts in a secondary setting.

The community engagement plan is exemplary, showcasing innovative and effective strategies for building and sustaining strong relationships with diverse community partners, resulting in significant and impactful support for the school's educational efforts.

### **Data and Accountability**

There is no plan for data collection or accountability.

The data and accountability plan needs to be more specific and complete.

A data and accountability plan is present but needs more specificity and a focus on using data to inform decision-making and support personalized learning.

The data and accountability plan is well-structured and focuses on using data to inform decision-making and support personalized learning.

The comprehensive data and accountability plan demonstrates a solid commitment to using data to inform decision-making, support personalized learning, and drive continuous improvement.

The data and accountability plan is exemplary, showcasing a sophisticated understanding of data analysis and its potential to transform learning and school culture. It clearly focuses on using data to inform decision-making, support personalized learning, and drive continuous improvement.

### **Restorative Practices**

No mention of restorative practices.

A vague or superficial understanding of restorative practices.

Basic understanding of restorative practices but limited evidence of commitment to implementation and upholding them.

A clear understanding of restorative practices and some evidence of commitment to implementation and upholding them within the school community.

Strong understanding and clear commitment to restorative practices, with evidence of thoughtful implementation strategies and a focus on creating a supportive and accountable school community.

Deep understanding and unwavering commitment to restorative practices, seamlessly integrated into all aspects of the school culture and discipline policies, clearly focusing on creating a supportive and accountable school community.

### **Budget and Financial Management**

No budget is provided, or the budget is unrealistic.

The budget is incomplete or lacks detail.

The budget is adequate but needs more clarity and justification for some expenses.

The budget is well-structured and detailed and demonstrates sound financial management practices.

The budget is comprehensive, meticulously detailed, and reflects a deep understanding of the school's financial needs and resource allocation.

The budget is exemplary, showcasing exceptional financial acumen, strategic planning, and a commitment to fiscal responsibility and sustainability, aligning clearly with the school's vision and goals.

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](mailto:rfp@allentownsd.org), with the **Management and Operation of an AI-Theme Based High School** 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 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 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 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**

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**