



(Allentown, PA)

REQUEST FOR PROPOSALS (RFP)

E-Learning Online Courses and Program Partner

for the

Allentown School District

Virtual Learning Programs

Proposals Due by 5:00 p.m., Friday, May, 16, 2025



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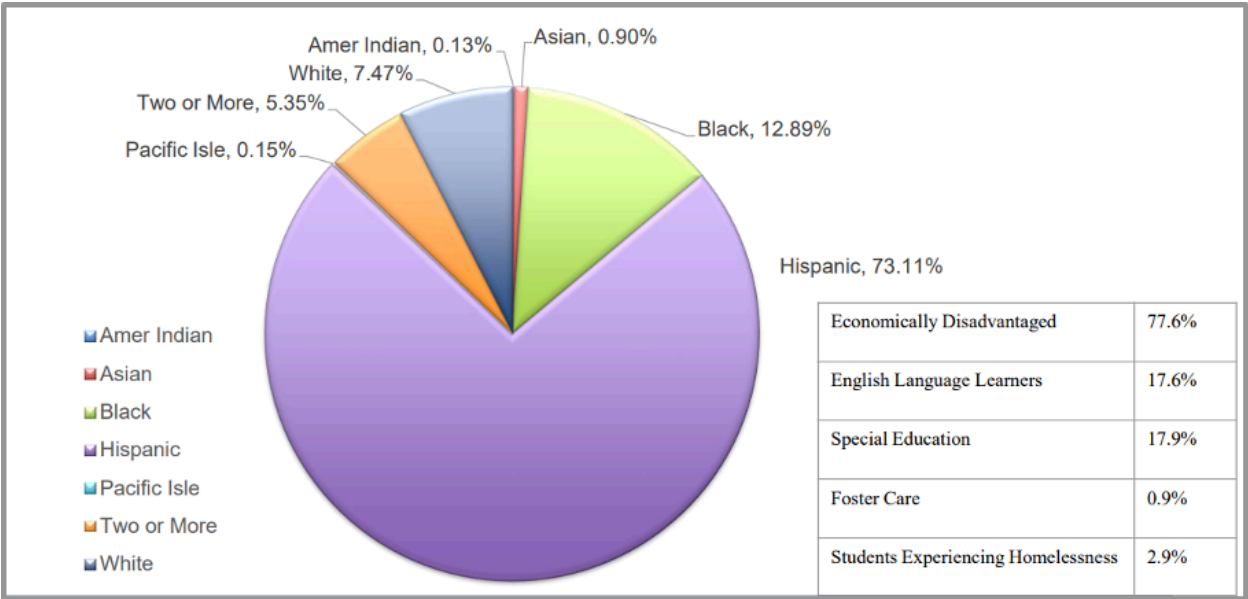
ALLENTOWN SCHOOL DISTRICT INFORMATION

Demographics

Allentown School District (ASD) serves approximately 17,000 pre-Kindergarten through Grade 12 students in 23 schools and 1 program site. Allentown School District Virtual Campus services approximately 1000 full-time on-line students and its Virtual Academy services another approximately 1000 students through credit recovery.

ASD has 3 high schools with approximate student enrollments of 3000, 1900, and 400. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 16 elementary schools with about 8000 students total, two are early childhood centers with pre-k and kindergarten only and approximately 270 students each and one is a dual language immersion academy. The remaining elementary schools range from 270 to 800 students enrolled with an average student population of 600. We have an alternative education program with a variable population of students in grades 6-12. This alternative education site also houses our Virtual Campus staff for full-time on-line students, while two of the high schools house part-time credit recovery programs.

The Allentown School District student population is:



Mission

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

Vision

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



Beliefs

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

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

Theory of Action

If we create a shared vision of excellent learning and teaching and provide adequate and differentiated resources including partnerships responsive to the identified needs of students and adults; build our own muscle to monitor for consistent implementation; and model best practices in professional development/capacity building through onsite professional learning and coaching, THEN we will reduce variability in learning outcomes, accelerate progress, and increase academic performance for all students.

REQUEST FOR PROPOSAL

Description of Project

1. Introduction

The Allentown School District (ASD) seeks a seasoned E-Learning Online Provider to deliver exceptional virtual learning experiences for students enrolled in our Virtual Learning Programs. This partnership will offer students in Kindergarten through Grade 12 an innovative, technology-powered curriculum. Ideal solutions will emphasize student-centered learning aligning with the ASD's mission, vision, and strategic plan priorities.

The E-Learning Online Provider must present a proven track record of delivering high-quality online courses that meet or exceed rigorous Pennsylvania state standards in all core content and related arts areas. The online curriculum should promote student engagement through diverse assignments, projects, and assessments, fostering a passion for learning. The curriculum platform and instruction must provide the flexibility to support special education learners, English Language Learners, and students with varied learning styles. ASD is inviting proposals from qualified companies for development and implementation of E-Learning Online Courses and Program Partner at all 23 schools and 1 program site.

ASD envisions a partnership emphasizing continuous improvement. The successful E-Learning Online Provider will collaborate closely with ASD staff to tailor the curriculum; provide appropriate professional learning for our teachers, counselors, administrators; provide e-learning overviews of best practices and skills for students and families; and integrate with our existing technology infrastructure to ensure a seamless and positive learning environment for all students.

2. Scope of Work

The Allentown School District (ASD) seeks a seasoned E-Learning Online Provider to partner with our Virtual Learning Programs. This service provider will deliver engaging, student-focused learning experiences for students in Kindergarten through Grade 12. The selected vendor(s) will provide goods or services that include, but are not limited to:

- Student digital resources K-12 and supplementary support text-based materials K-5
- Embedded assessment tools, including formative and summative assessments
- Authentic materials and cultural components
- Interactive and multimedia resources
- Materials supporting differentiation for diverse learners, such as translation services, adaptive and responsive measures based upon student performance, and Artificial Intelligence use that aligns to Allentown School District Policy 815.1
- Professional development for educators on implementation
- Materials should be aligned to PA Core or Common Core standards when appropriate

ASD is seeking proposals for two potential service models. Vendors may propose for one or both models:

- **Option A: E-Learning Course Content Only**

- Innovative, Technology-Driven Curriculum: Present a robust curriculum platform aligned with rigorous Pennsylvania state standards in all core content and related arts areas, offering diverse assignments and assessments to promote academic growth for all learners. The curriculum should be suitable for full-time online programs and targeted support/part-time programs (credit recovery, credit acquisition, enrichment, extended summer learning). Incorporate culturally relevant materials and experiences aligned with the demographics of ASD to nurture student engagement and connection. Courses will be taught by experienced Pennsylvania-certified instructors provided by the ASD.
- Differentiated Learning Support: Outline your approach to supporting learners with a range of needs, including special education students, English Language Learners, students challenged by grade level expectations, and students requiring varied instructional approaches. Emphasize inclusive learning environments and strategies with a commitment to equity. Describe how the content platform supports accommodations aligned with IEPs and individual student needs.
- Partnership and Continuous Improvement: Demonstrate a commitment to ongoing collaboration with ASD staff for tailoring the curriculum and integrating smoothly with current district technology, including Google Classroom, PowerSchool, and Clever. Actively align with and support ASD's vision for an equitable and inclusive learning environment. Provide professional development as needed for ASD teachers, counselors, and administrators on effectively utilizing the curriculum and platform.

- **Option B: E-Learning Course Content with Certified Teachers**

- Innovative, Technology-Driven Curriculum: Present a robust curriculum platform aligned with rigorous Pennsylvania state standards in all core content and related arts areas, offering diverse assignments and assessments to promote academic growth for all learners. The curriculum should be suitable for full-time online programs and targeted support/part-time programs (credit recovery, credit acquisition, enrichment, extended summer learning). Incorporate culturally relevant materials and experiences aligned with the demographics of ASD to nurture student engagement and connection. The proposing entity will provide experienced teachers fully certified by the Commonwealth of Pennsylvania and who possess all applicable clearances.
- Differentiated Learning Support: Outline your approach to supporting learners with a range of needs, including special education students, English Language Learners, students challenged by grade level expectations, and students requiring varied instructional approaches. Emphasize inclusive learning environments and strategies with a commitment to equity. Describe how instruction and the content platform support accommodations aligned with IEPs and individual student needs, emphasizing inclusive learning practices.
- Partnership and Continuous Improvement: Demonstrate a commitment to ongoing collaboration with ASD staff for tailoring the curriculum and integrating smoothly with current district technology,

including Google Classroom, PowerSchool, and Clever. Actively align with and support ASD's vision for an equitable and inclusive learning environment. Provide effective professional development for ASD teachers, counselors, and administrators on integrating and maximizing the E-Learning services, as needed.

- **Shared Components (Applicable to both Option A and Option B)**

- Project Management: Provide dedicated project management services ensuring timely execution, communication, and ongoing evaluation of the E-Learning program's implementation.
- Data Analytics and Reporting: Deliver comprehensive reporting on student academic progress, including time on task, log-ins, attendance, and early warning indicators. Disaggregate data and reporting to identify and address any potential equity gaps. Seamless integration with Clever and with PowerSchool.
- Professional Development: Present a plan for sustained, job-embedded training for ASD teachers, counselors, and administrators to maximize effective integration of the E-Learning services. Include strategies for best practices overview for students and families, with a focus on accessibility and cultural responsiveness. This is particularly crucial for Option A, supporting ASD's instructors. For Option B, training for ASD staff should focus on managing the partnership and platform integration.
- Collaboration and Communication: Outline your communication plan with ASD personnel to ensure a seamless partnership, including timelines, implementation, and ongoing evaluation.

3. Proposal Submission Requirements

Proposals should include the following sections and provide responses tailored to the Option(s) (Option A and/or Option B) for which the vendor is submitting a proposal. Vendors may submit separate proposals specifically tailored to each option or a combined proposal with clear differentiation of services.

- **Vendor Information:** Company background, experience, and relevant expertise. Describe your proven success providing online learning services in comparable urban school districts. Present evidence of increased student achievement stemming from your curriculum and instructional support, with a focus on closing gaps.
- **Program Overview:** Detail how your online courses will cater to the diverse needs of ASD students, aligning with ASD's strategic plan goals along with Common Core or Pennsylvania Core Academic Standards. Describe how you'll provide effective instruction and support for English Language Learners and students with exceptionalities. Outline accommodation strategies aligned with IEPs and individual student needs, emphasizing inclusive learning practices. Specify how these strategies are supported by the content and/or instruction provided under the proposed Option(s). Discuss your platform specifications, ADA compliance, system compatibility with ASD's existing infrastructure (including Google Classroom, PowerSchool, and Clever), and technical support for students, families, and staff.

- **Samples:** Access to sample materials, products, and services (physical and digital) for evaluation. Share access to materials and methods for student engagement, highlighting your commitment to culturally relevant instruction.
- **Implementation Support:** Present a plan for sustained, job-embedded professional learning for ASD teachers, counselors, and administrators to maximize effective integration of the E-Learning services. Include strategies for best practice overviews for students and families, with a focus on accessibility and cultural responsiveness. Outline your communication plan with ASD personnel to ensure a seamless partnership, including timelines, implementation, and ongoing evaluation. This plan should address the specific training needs depending on whether the vendor is proposing Option A and/or Option B.
 - If proposing for Option A (Content Only), detail how you will support ASD instructors who will deliver the curriculum.
 - If proposing for Option B (Content + Teachers), detail how your Pennsylvania-certified instructors will deliver the curriculum and meet the learning goals of students.
- **Cost Proposal:** Itemized pricing, licensing options, and subscription models.
- **References:** At least three school districts or institutions.

The Office of Procurement is the only contact for this project. Contacting other administrators, School Board Members, Science Center or ASD staff members as part of this process is unacceptable and grounds for potential elimination from consideration.

DELIVERABLES

Successful proposals will include:

1. **Letter of Transmittal** summarizing key points and signed by an authorized representative.
2. **Proposal Narrative** outlining your company's qualifications, methods, and how you'll fulfill the scope of services in the Request for Proposal for the specified Option(s).
3. Comprehensive **Project Work Plan(s)** with a three-year timetable. Target full deployment of E-Learning platforms by August of 2025.
4. **Fee Proposal** detailing overall costs, hourly or daily rates, travel costs (if applicable), and any associated expenses. Provide separate fee breakdowns if proposing for both Option A and Option B.
5. **Project Lead and Staff Biographies and Resumes**, illustrating relevant experience.
6. **Three references with contact details.** Include references specifically related to providing e-learning content (Option A) and/or e-learning content with certified instructors (Option B), if possible. Include references with diverse staff experience and a diverse student population.



SUBMISSION

Proposals should be submitted following the instructions detailed below. The Allentown School District reserves the right to select a proposal in its entirety or some portion(s) thereof. Furthermore, ASD reserves the right to choose portions from multiple vendors if that is determined to be the most advantageous to the school district. The Allentown School District reserves the right to reject any and all proposals and waive irregularities.

Proposals must be submitted by **5:00 pm, Friday, May, 16, 2025**. All proposals should be sent electronically in PDF format by email to **RFP@allentownsd.org** with the subject line "E-Learning Services Proposal".

Or by mail or hand delivered to: Allentown School District Attn: Ali Nastah 31 S. Penn Street Allentown, PA 18102

Proposals must be received **no later than 5:00 p.m., Friday, May 16, 2025**. The Allentown School District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions prior to the submission of the RFP are to be directed to: **Ali Nastah, Director of Procurement, at RFP@allentownsd.org**

Mr. Nastah is the only contact for this project. Contacting other administrators, School Board Members, Science Center or ASD staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All questions must be submitted via email and will be publicly shared along with the response to all those invited to submit a proposal.

Select respondents may be invited for a remote or in-person presentation.

GENERAL TERMS AND CONDITIONS

CHARACTER. It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the Vendor must have a stable personality and the highest moral character.

Any persons working on school grounds shall obtain the following clearances: Federal Criminal History Record, FBI Clearance Check, PA State Criminal Record Check, and PA Child Abuse History Clearance. The vendor who is awarded the contract shall bear the cost of obtaining these clearances. Copies of the clearances shall be given to ASD upon their request.

COMPLIANCE WITH LAWS. The proposal shall at all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee, applicant, or any member of the public, because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.

CONTRACTOR NOT AN AGENT. Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of ASD, but rather an independent contractor furnishing professional services to ASD.



INDEMNIFICATION. The Vendor shall indemnify, save, and hold ASD and PDE and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or because of, the Vendor's noncompliance with any agreements, warranties or undertakings contained in or made under this Agreement.

TERMINATION. Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, ASD, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

COLLUSIVE PROPOSALS. By submitting a Proposal, Proposer certifies that it has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with ASD. By submitting its Proposal, the Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

EVALUATION CRITERIA AND SCORING

The ASD evaluation committee will assess proposals based on the following criteria, each carrying equal weight in the scoring process. ASD reserves the right to select proposals in their entirety, components thereof, or combine elements from multiple vendors for the best outcome. Selections may be made independently for Option A and Option B if that best meets the District's needs.

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

The Allentown School District will evaluate all proposals based on the following criteria:

- **Experience and Qualifications:** Demonstrated track record of success in providing online learning services to comparable urban school districts with diverse student populations. Evidence of improved student achievement and closing equity gaps as a direct result of the provider's services. The ideal vendor shows a significant client base including Pennsylvania School Districts. The ideal firm has stability, including history as a firm of at least five years in its present organization.
- **Curriculum Alignment and Instructional Quality:** Rigorous alignment with Pennsylvania state standards, engaging instructional design, diverse assignments and assessments, and a commitment to culturally relevant instruction tailored to ASD's demographics. Evidence of how the curriculum and, if applicable (Option B), Pennsylvania-certified instructors will effectively deliver the curriculum to meet the learning goals of students.
- **Differentiated Learning Support:** Comprehensive strategies for supporting English Language Learners, students with exceptionalities, and those with diverse learning needs. Emphasis on inclusive practices and equitable access to learning.

- **Technological Integration and Support:** Robust, user-friendly platform that aligns with ADA requirements and seamlessly integrates with ASD's existing technology infrastructure. Includes comprehensive technical support plans for students, families, and staff members.
- **Professional Development and Collaboration Plan:** Sustainable plan for training and supporting ASD teachers, counselors, and administrators to effectively integrate and maximize the E-Learning services. Includes strategies for best practice overviews focused on accessibility and cultural responsiveness for students and families. Emphasizes a proactive approach to collaboration and communication.
- **Data Analytics and Reporting Approach:** Detailed methods for providing timely and informative reports on student academic progress, including attendance, assessments, time on task, early warning indicators, and other relevant metrics. Clear plan for using disaggregated data to analyze and address potential equity gaps in student outcomes.
- **Cost-Effectiveness:** Presents a competitive pricing model with a comprehensive breakdown of costs. Demonstrates clear value considering the scope of services offered. The ideal form has clearly articulated a fee structure and fees are competitive with other proposals.
- **Quality & Content of written proposal:** The ideal firm is devoted to quality and excellence in everything that it does. The proposal is personalized to demonstrate care, thoughtfulness, and genuine interest to work for the ASD.
- **Qualification of staff:** The ideal firm has a large staff of professionals with a diversity that demonstrates expertise associated with the scope of work outlined in this RFP. The credentials of the individuals in the firm are outstanding. Individual resumes show professional credentials, affiliations, and awards. Individuals on staff have extensive experience inline with the scope of work in this RFP.

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

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

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



APPENDIX

THIS APPENDIX INCLUDES THE FOLLOWING DOCUMENTS:

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

1. TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

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

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

Termination for Cause and for Convenience

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

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

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

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

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

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

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

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

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

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



include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

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

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

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

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

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

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

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

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

N. Profit as a Separate Element of Price (2 CFR 200.324(b))—For purchases using federal funds in excess of \$250,000, the District is required to negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. *See*, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for particular services. However, Vendor agrees



that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing.

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

178967.2

O. Equivalent Products/Description of Technical Requirements—Comparable (Alternate)

Products: Where the District’s specification states a named product followed by “or equal,” an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meet or exceeds the District’s specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Substitutions for Cause: Vendor may only propose substitutions pursuant to a purchase order submitted by District in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. Vendor must notify the District of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The District must approve all substitutions. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

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

P. General Compliance and Cooperation—Vendor shall make a good faith effort to work with the District and provide such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

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

3. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be



imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.