

# Lebanon School District

1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

## 2023 – 2024 ELA Resources for Grades K-8

### Bid Summary

Lebanon School District is requesting bids for ELA Resources for Grades K-8, with an alternate bid for grades K-6, per the enclosed specifications. Bidders will be expected to meet all bid requirements, so please review all documents and instructions carefully.

**Bids must be received by 1:00pm on Friday, May 3, 2024**, at which time they will be publicly opened and read.

Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8<sup>th</sup> St., Lebanon, PA 17042, AND must be clearly marked “ELA Resources for Grades K-8 Bid.”

**Questions must be submitted in writing via email to Sarah Garrett, at [sgarrett@lebanon.k12.pa.us](mailto:sgarrett@lebanon.k12.pa.us) by 4:00 pm on Tuesday, April 30, 2024.** Written responses to those questions deemed appropriate will be posted on the District website by the close of business on **Wednesday, May 1, 2024.**

Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on **Monday, May 13, 2024.**

# Lebanon School District

1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

## 2023 – 2024 ELA Resources for Grades K-8/ K-6

### I. GENERAL INFORMATION:

Lebanon School District (“District”) is requesting bids for ELA Resources for grades K-8, **with an alternate bid for grades K-6** per the enclosed Bid Specifications (Appendix A). To assure that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to:

1. **Any brand/trade names or model numbers used within this document are for the purposes of describing and establishing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.**
2. Vendors may submit proposals for equivalent products. The model number and brand names used are to indicate a minimum of acceptable quality; and if not stated, **“or equal”** shall be implied. However, if a bidder bids an item other than what is specified, he/she/they shall so indicate, and the responsibility of providing a substituted item as an equal to that specified shall be the duty of the bidder and not the District. Proof of an item as being equal, to include the manufacturer’s name, model number, technical information, and complete manufacturer specifications, shall accompany the bid and be indexed to the item(s) as contained in our specifications. When no reference or change is indicated on the Bid Submission Form, it is understood that the specific item(s) in the bid Specifications will be furnished.
3. Lebanon School District will be the sole arbitrator in the decision to determine if the submitted bid item(s) is/are equal to the specification requested.
4. Bidders shall bid in strict accordance with the specifications as set forth. Under no circumstances shall these specifications be altered. Any deviations of specifications may be considered sufficient cause for rejection of bid.
5. A vendor must bid on all items contained in the Specifications.
6. Lebanon School District is exempt from all federal, state, and local sales and excise taxes, therefore **the bid price shall be net of any taxes**. Exemption certificates, if required, will be furnished on forms provided by the bidder.
7. Bid items and/or services shall comply with all applicable Federal, State and Local laws and regulations.
8. Bids will be awarded within ninety (90) days after the date established for opening of bids. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the District.
9. **The District will accept the bid of the lowest responsible bidder complying with all the requirements of the Specifications. The District reserves the right to accept or reject any or all bids or any part thereof and may waive any or all technicalities or informalities. The District may select one or more items from any bid or may order more or less than the quantity specified at the unit price stated in the bid, as may best serve the interest of the District.**

10. It is agreed the bidder will hold the price and permit the District to order increased quantities of the same item as bid over and above those specified at the price included in the bid as long as it is done prior to the time of completion stated in the Specifications.
11. Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on **Monday, May 13, 2024**.

## **II. INSTRUCTIONS TO BIDDERS:**

1. **Bids must be received by 1:00pm on Friday, May 3, 2024**, at which time they will be publicly opened and read. Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8<sup>th</sup> St., Lebanon, PA 17042, AND **must be clearly marked “Bid for ELA Resources for Grades K-8/ K-6.”**
2. **Questions must be submitted in writing via email to Sarah Garrett, at [sgarrett@lebanon.k12.pa.us](mailto:sgarrett@lebanon.k12.pa.us) by 4:00 pm on Tuesday, April 30, 2024.** Written responses to those questions deemed appropriate will be posted on the District website by the close of business on **Wednesday, May 1, 2024**.
3. All bids shall be submitted on the enclosed District forms and must be typewritten or legibly written in ink and signed by an authorized company representative. Bids altered in any way will not be accepted (i.e. white out, erasures, etc.). **The sealed bid package must include:**
  - a. Bid Bond or Certified Check for 5% of the total bid price. As per Federal guidelines, the awarded vendor will replace the bid bond with a performance bond in the amount of 50% of the awarded contract. Bid Bonds/ Certified Checks will be returned to the vendors who are not awarded.
  - b. Appendix A – Bid Cover Sheet, printed and signed in ink
  - c. Appendix B – Bid Cost Submission Sheet, printed, and signed in ink
    - i. **Provide two separate Bid Cost Submission Sheets. One for grades K-8 and the other for grades K-6**
  - d. Appendix C - Core Resource Evidence Form, outlining the proposed ELA program, printed, and signed in ink
  - e. Appendix D – Non-Collusion Affidavit, completed and notarized
  - f. Three (3) References
  - g. Evidence of successful implementations in similar settings
  - h. Three (3) signed copies of the bid package (one original and two photocopies)
4. The bidder shall insert the price per stated unit and the total cost extension against each item in the Bid Cost Submission Sheet hereto attached, which the bidder has proposed to furnish and deliver. **The unit price inserted must be net and are to be f.o.b. destination, including charges for inside delivery and placement (as applicable) – No Exceptions.** Prices bid shall also include all discounts. There are to be NO MINIMUM dollar amounts specified by the vendor before an order is to be generated. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
5. The bidder must show a successful track record in the performance of like work or supply of like product. Three (3) references including business name, address, phone number, contact person and scope of product or service provided are to be submitted with the bid package.

6. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within five (5) days after such request is made. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the bid submission sheets. Samples may be returned at the expense of the bidder. The District assumes no responsibility for any damage incurred in testing samples.
7. Before any award is made, the District may require satisfactory evidence to show that the bidder is fully prepared in every way to deliver and service the item(s) promptly and that they have been regularly engaged in such business.
8. **Delivery of all teacher manuals must be completed by Monday, June 3, 2024. All other items must be delivered no later than Thursday, June 27, 2024. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid. Materials are to be delivered directly to each school (6 separate locations).**

### **III. GENERAL CONDITIONS:**

1. **A portion of this contract is being funded through the Federal American Rescue Plan (ARP) – Elementary and Secondary School Emergency Relief (ESSER) Program, using COVID-Relief Funds. Accordingly, the terms listed in The Addendum for Contracts Using Federal Funds, hereto attached, are applicable.**
2. Unless otherwise requested on the Specifications, all items shall be guaranteed by the vendor against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the District or the manufacturer's stated warranty, whichever is longer. If applicable, installation shall also be guaranteed by the installer for a period of one (1) year from the date of installation or the installer's stated warranty, whichever is longer. During this period the vendor and/or installer shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with Specifications.
3. A purchase order issued by the District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the District.
4. All items listed on the purchase order(s) must be delivered as soon as possible. Delivery locations are to be as stipulated on the purchase order(s). Deliveries are to be made inside buildings within the District as detailed on the purchase order(s). Each carton and /or package shall be clearly marked, showing the purchase order number. Each building order shall be packaged separately.
5. Items shipped **DIRECT FROM THE FACTORY** must show Lebanon School District purchase order numbers on the cartons.
6. Invoices must be submitted covering each shipment. They should show Lebanon School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
7. The bidder agrees to repair any damage to the District's buildings and/or premises, caused in the delivery of bid items and/or services, and further agrees to remove all dirt and debris resulting from delivery.

8. The bidder agrees to hold the Board of School Directors, officers, members, and employees of the District harmless and to indemnify them from any and all expenses incurred for all claims arising from the liability for bodily injury and property damage due the vendor's negligence.
9. The District reserves the right to cancel for cause, any contract awarded as a result of this Bid subject to notice of no less than fifteen (15) days. Examples of such cause would be, but are not limited to, delays in delivery, improper billing or product substitution, or failure to perform as outlined in the bid Specifications. The contract may also be canceled with thirty (30) days notice if, at the sole discretion of the District, its interest would be better served by implementing modified or advanced technologies or adopting more current state-of-the-art programs or procedures.
10. If the Lebanon School Board does not allocate funds needed to make payments beyond the District's then-current fiscal period, the District shall not be required to make such payments, and the purchase order shall be considered terminated.
11. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as specified, and that all of the articles shall be subject to the inspection and approval of the District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the District. In the event that any articles are rejected as damaged, or not in conformance with these specifications, such articles shall be removed immediately, and other articles of proper quality as set forth in these specifications shall be furnished in place thereof, all at the expense of the successful bidder.
12. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the District is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the District.
13. The District is an equal opportunity employer.
14. Bidder shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap or disability.
15. Bidder shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Bidder, the District shall notify Bidder of the request and Bidder shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Laws.

**Lebanon School District**  
1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

**2023 – 2024 ELA Resources for Grades K-8/ K-6**

**Bid Specifications**

**I. OVERVIEW:**

The Lebanon School District is issuing this Request for Proposal (RFP) to solicit qualified vendors to provide a **comprehensive** K-8 English Language Arts (ELA) core program, with an alternate bid for grades K-6. The awarded contract will be for a 6-year term. The district has a K-8 grade student enrollment of approximately 4,051 students, with about **450 in each grade level**. Breakouts of requested amounts for students and teacher materials are below:

		Teacher Manuals									
		K5	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	
Harding	Classroom Teachers	4	4	4	4	4	4				
	Itinerant	1	1	1	1	1	1				
	Supplemental	1	1	1	1	1	1				
	Emotional Support				1	1	1				
	ELD	1	1	1	1	1	1				
Henry Houck	Classroom Teachers	2	2	2	2	2	2				
	Itinerant	1	1	1	1	1	1				
	Supplemental	1	1	1	1	1	1				
	Life Skills	2	2	2	2	2	2				
	ELD	1	1	1	1	1	1				
Northwest	Classroom Teachers	4	4	4	4	4	4				
	Itinerant	1	1	1	1	1	1				
	Supplemental	1	1	1	1	1	1				
	Autistic Support	4	4	4	4	4	4				
Southeast	Classroom Teachers	3	3	3	3	3	3				
	Itinerant	1	1	1	1	1	1				
	ELD	1	1	1	1	1	1				
Southwest	Classroom Teachers	3	3	3	3	3	3				
	Itinerant	1	1	1	1	1	1				
	Emotional Support	1	1	1							
	ELD	1	1	1	1	1	1				
Middle School	Classroom Teachers								4	4	4
	Itinerant								1	1	1
	Supplemental								1	1	1
	Emotional Support								2	2	2
	Autistic Support						1	1	1	1	1
	Life Skills								1		
<b>Total</b>		<b>35</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>36</b>	<b>36</b>	<b>10</b>	<b>9</b>	<b>9</b>	

The resource must provide up-to-date, research-based, relevant, and appropriate materials that will effectively support teaching and learning practices in our K–8 English Language Arts (ELA) classrooms. Emphasis of the evaluation will be placed on:

- a. Alignment to the ELA PA Core Standards.
- b. Research/evidence base for instructional strategies/resources.
- c. Alignment to the Science of Reading.
- d. Quality of supporting texts.
- e. Support for improved literacy practices.
- f. Complimentary digital resources, data privacy, set-up costs.
- g. Initial training, and ongoing support.

### **Requirements:**

#### **As requirements, the curricula and materials for ELA must:**

1. Provide a comprehensive, independent external evaluation. The district prefers evaluations conducted by EdReports ([www.edreports.org](http://www.edreports.org)), an independent nonprofit designed to improve K-12 education that offers reviews of K-12 instructional materials that focus on alignment to college and career-ready standards and other indicators of high quality by educators. Lebanon School District (LSD) reserves the right to consider other external independent evaluations comparable to EdReports in scale, depth, and methodology.

For materials that have EdReport ratings through Gateways on EdReport.com, LSD reserves the right to reject products that:

- a. Do not meet expectations for Usability.
- b. Do not meet expectations for Foundational Skills or Rigor and Building Knowledge in ELA.

2. Provide up-to-date, research-based, relevant, and appropriate materials that will effectively support teaching and learning practices in our K – 8 English Language Arts (ELA) classrooms. The proposed program should include:

- User-friendly interface for both students and teachers.
- Differentiated instruction to address diverse learning needs.
- Assessment tools for progress tracking.
- Integration of multimedia resources to enhance student engagement.
- Future updates during the six-year contract must be communicated and included in the original quote.

3. Allow for flexibility in meeting the needs of a wide range of students and include accommodations for special populations such as English Language Learners, students with disabilities, and students identified as gifted and talented.

- Include evidence-based resources for tiered interventions for students not meeting the learning standards or achieving below grade level, supplemental to the core curricula.
- Embed opportunities for deeper grade level complexity and understanding.
- Include resources that support the teaching and learning of students requiring enrichment and acceleration.
- Integrate explicit instruction and resources to support the teaching and learning of English Language Learners.

4. Interested vendors must provide the following:

- Proven experience in developing and implementing K-8 ELA programs.
  - Demonstrated success in improving literacy outcomes in diverse educational settings.
5. The ELA program aligns with PA Core state educational standards and the Science of Reading.
- Decoding, spelling, fluency
  - Reading comprehension
  - Text complexity
  - Writing skills
  - Vocabulary development
  - Critical thinking and analysis
  - Speaking, Listening, and Language Development
6. Include greater access for teachers and students to relevant digital resources/tools including electronic textbooks, and digital resources that must work effectively on Apple products. The program must:
- Be compatible with the school's existing technology infrastructure.
    - Students use iPads
    - teachers use MacBooks and iPads
  - Information system includes PowerSchool and Clever
  - Support the latest versions of macOS and iPad OS.
  - Be compatible with the SIS either directly or through Clever.
    - Provide secure access controls for student data.
    - Include technical support and troubleshooting services.
7. The vendor must provide the following in person professional development with no additional cost:
- Comprehensive training for teachers on program implementation.
  - Ongoing professional development opportunities.
  - Resources for educators to support individualized instruction.
8. Include digital and hard-bound print formats.
9. **Delivery of all teacher manuals must be completed by Monday, June 3, 2024. All other items must be delivered no later than Thursday, June 27, 2024. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid. Deliveries will be made to 6 separate locations.**

## II. Evaluation Criteria:

A. Proposals will be evaluated based on a uniform set of criteria, consisting of the following categories:

Total Cost as detailed on the Bid Submission Sheet	30 points
Core Resource Evaluation Form:	
Core Instruction	25 points
Differentiation	15 points
Assessments	10 points
Professional Development	10 points
Additional Supports	5 points
Delivery of Materials	5 points
<b>Total</b>	<b>100 points</b>



**Lebanon School District**

1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

**2023 – 2024 ELA Resources for Grades K-8/ K-6**

**Appendix A: Bid Cover Sheet**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Web Site Address \_\_\_\_\_

FIRST, the undersigned has carefully examined all bid documents and specifications for ELA resources for Grades K-8/K-6 and agree to furnish and perform the specified services for the Lebanon School District.

SECOND, the quoted prices are listed as firm for a period of ninety (90) days after the due date of this Bid.

THIRD, the undersigned agrees that **delivery of teacher manuals must be fully completed by Monday, June 3, 2024.** All other items must be delivered no later than **Thursday, June 27, 2024.**

FOURTH, the company agrees to furnish the bid items for the amount quoted in the attached Bid Submission Sheets.

FIFTH, the company agrees to the terms as stated in the ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS.

\_\_\_\_\_ Years company has been in business of distributing bid items herein.

I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this bid package are accurate.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**Lebanon School District**  
1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

**2023 – 2024 ELA Resources for Grades K-8**

**Appendix B: Bid Cost Submission Sheet**  
**30 Points**

**See Electronic Spreadsheet: Bid Cost Submission Sheet**

**Please complete separate forms for K-8 and alternate K-6**

**Lebanon School District**  
1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

**2023 – 2024 ELA Resources for Grades K-8/ K-6**

**Appendix C: Core Resource Evidence Form**

**See Electronic Spreadsheet: Core Resource Evidence Form**

**Please complete one form for K-8**

# **Lebanon School District**

1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

## **2023 – 2024 ELA Resources for Grades K-8/ K-6**

### **Appendix D: Non-Collusion Affidavit**

#### **Instructions:**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

## NON-COLUSION AFFIDAVIT

State of \_\_\_\_\_ : Contract/Bid Title: \_\_\_\_\_

County of \_\_\_\_\_

I \_\_\_\_\_ state that I am \_\_\_\_\_ of \_\_\_\_\_  
(name) (Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not  
(Name of firm)

under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of firm)

representations are material and important, and will be relied on by **Lebanon School District** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Lebanon School District** of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**Lebanon School District**  
1000 S. 8<sup>th</sup> St, Lebanon, PA 17042

**2023 – 2024 ELA Resources for Grades K-8/K-6**

**Appendix E: Newspaper Advertisement**

The Lebanon School District will receive sealed bids for **2023 – 2024 ELA Resources for Grades K-8 with an alternate bid for grades K-6.**

The bids, addressed to Kelly E. Herr, Business Manager, will be received at the Lebanon School District, 1000 South Eighth Street, Lebanon, PA 17042 until **1:00 pm** local time, **Friday, May 3, 2024**, at which time they will be publicly opened and read in the District Board Room.

All information concerning specifications may be obtained from the district website at [www.lebanonsd.org](http://www.lebanonsd.org).

The Lebanon School District reserves the right to reject any and all bids and to make the award in the best interest of the School District.

Kathryn Minnich  
School Board Secretary

**To be published in and provide proof of publication:**

**Lebanon Daily News: 4/16/24, 4/21/24, 4/28/24**  
**Lancaster Newspapers: 4/16/24, 4/21/24, 4/28/24**

## **ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS**

The following provisions are required when Lebanon School District (“District”) spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the ELA Resource for Grades K-8/K-6 Contract (“Contract”) because it is expected the Successful Bidder (“Vendor”) will be paid with such funds.**

### **(A) 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 of 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 effected whether or not final payment has been made.

### **(B) 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.

### **(C) Equal Employment Opportunity**

For a federally assisted construction contract, Vendor must comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.

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

### **(D) Prevailing Wage Requirement for Construction Contracts**

Prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

**The District has determined that the Contract is not a prime construction contract.**

**(E) Contract Work Hours and Safety Standards**

For construction contracts of more than \$100,000, Vendor must comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

**The District has determined that this requirement is not applicable to the Contract.**

**(F) Rights to Inventions Made Under Agreement**

Certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

**The District has determined that this requirement is not applicable to the Contract.**

**(G) Clean Air Act and Federal Water Pollution Control Act**

For contracts of more than \$150,000, Vendor agrees 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, 33 U.S.C. 1251- 1387.

**The District has determined that this requirement is applicable to the Contract.**

**(H) Debarment and Suspension**

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

**(I) Byrd Anti-Lobbying Amendment**

For contracts of more than \$100,000, Vendor certifies that it is in compliance with all provisions of the Burd Anti-Lobbying Amendment 31 U.S.C. 1352 and that it has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

**The District has determined that this requirement is applicable to the Contract.**

**(J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

In accordance with 2 CFR Part 200, and specifically § 200.321, Vendor is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible: placing qualified small and minority businesses and women's business enterprises on solicitation lists and assuring they are solicited whenever they are potential sources; dividing total requirements into smaller tasks or quantities to maximize participation; by small and minority businesses, and women's business enterprises; establish delivery schedules, to encourage participation; use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and require any subcontractor to take affirmative steps.



**(K) Domestic Preferences**

Vendor shall, to the greatest extent practicable, purchase, acquire, or use 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.

**(L) Procurement of Recovered Materials**

For contracts of more than \$10,000, Vendor must comply 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 applicable to the contract.**

**(M) Bonding Requirements**

For construction contracts, the 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.**

For all other contracts, the 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) The awarded vendor will replace the bid bond with a performance bond in the amount of 50% of the awarded contract.

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

**(N) General Compliance and Cooperation**

Vendor shall make a good faith effort to provide District 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.