



**QUAKERTOWN COMMUNITY  
SCHOOL DISTRICT**

100 COMMERCE DR

QUAKERTOWN PA 18951

**Request for Proposals (RFP)**

**Behavior Technicians**

**All proposals Must Be Returned in a Sealed Envelope Clearly  
Marked:**

**Behavioral Services**

**This RFP issued on April 10, 2024**

**Submission of Proposals Due on May 1, 2024**

## **I. Introduction :**

The Quakertown Community School District (“District”) is soliciting proposals for Behavioral Technicians as more fully set out in The Scope of Services and specifications sections of this Request for Proposal (“RFP”).

## **II. The RFP shall consist of the following**

1. Request for Proposal as herein described
2. Exhibit A – Terms of Contract
3. Exhibit B - Price Proposal for Behavioral Services
4. Exhibit C - Award Criteria and Federal Clauses

The above listed documents must be read in their entirety as they define the scope of services, the rights and obligations of the parties and other terms and conditions of the RFP.

## **III. Timeline and other Requirements for Submission of Proposal in response to RFP**

**No later than 1:00 p.m. on Wednesday, May 1, 2024** all written questions about the RFP should be electronically sent to the following:

**Carolyn Staffieri, Director of Pupil Services, [cstaffieri@qcsd.org](mailto:cstaffieri@qcsd.org)**

**Each Applicant submitting a Proposal in response to this RFP must deliver a hard copy to:**

Quakertown Community School District

Attn: Brian King

100 Commerce Dr.

Quakertown PA 18951

**No later than 1:00 p.m May 1, 2024.** Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration. **Proposals received after 1:00 p.m. on May 1, 2024, will also not be considered.** The Quakertown Community School District is not liable for any costs incurred by those submitting proposals. ***Bids will be publicly opened on 5/1/24 at 1:00 PM at the Quakertown Community School District Service Center located at 100 Commerce Drive, Quakertown, PA 18951.***

Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of the proposal will remain confidential during the negotiation process.

**Opening Proposals:** All proposals will be opened at the exact hour and date specified in the deadline. Confidential information contained in proposals shall not generally be open for public inspection, but QCSD's records are subject to the Pennsylvania Office of Open Records Right to Know Law requirements.

**Submittal of Proposals:**

**Proposals are to be submitted in a sealed envelope bearing the name of the vendor and plainly marked with the bid category and due date.**

**Proposal Checklist –**

**Completed Proposal Package**

- § Anti- Discrimination Clause
- § Non-Collusion Affidavit
- § Public School Code Criminal Offences Agreement
- § Price Proposal “Exhibit B”
- § EDGAR Certification Clauses

**Reservation of Rights:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**IV. Definitions of Words and Phrases**

Words and phrases shall be construed according to the rules of grammar and according to their common and approved usage. Any technical words and phrases and such others as have acquired a peculiar and appropriate meaning or are defined in this Section IV of the RFP, shall be construed according to such peculiar and appropriate meaning or definition.

1. **Applicant** – A person or group of persons who provide professional development services
2. **Quakertown Community School District/Quakertown Community School Board** – School District or District or School Board or Board.
3. **Contract or Agreement** – shall consist of a document substantially containing the terms and conditions as set forth on Exhibit A attached hereto and any modifications mutually agreed upon between the District and the Applicant and an agreed upon price as set forth in Exhibit B and C.
4. **Proposal** – the response by the Applicant to the RFP.

5. **Components of Proposal-** (1) Applicant's experience in providing services to Pennsylvania public school districts; (2) Staffing proposal; and (3) Price Proposal
6. **Services - RBT-** Registered Behavior Technician as set forth in Exhibit A

## **V. Purpose of Proposal**

The Quakertown Community School District seeks behavioral services through a registered behavior technician in order to support the implementation of behavior support plans and tiered behavioral interventions. The need for this position will facilitate inclusive opportunities for students demonstrating behavior challenges and to serve as a model of implementation for district teachers and staff. The registered behavior technician will also participate in pertinent data collection and review of data to drive behavior plan development and revision.

## **VI. Scope of Work and Qualifications- Registered Behavioral Technician (RBT)**

*The district anticipates a need for an RBTs* to carry out a behavioral health plan on a daily basis, which includes the following: Interviewing students, performing follow-ups, and collecting data. RBTs must communicate directly with BCBAs, individuals with Autism, and engage with teachers and staff. **Must hold RBT Certification.**

**VII .Components of Proposal** - The Proposal submitted shall address and include the following components:

### **A. Applicant's Comprehensive Plan for Performing the Service(s)**

Include a comprehensive description of your experience as it relates to Behavioral Analysis and/or Behavior Technician.

### **B. References**

Include a list of references with names and other contact information in the event the District elects to communicate with your references. Include at least three (3) institutional references who currently utilize your services.

### **C. Staffing Proposal:**

The District requests that the Applicant provide a Staffing Proposal, as applicable, and defined herein that includes identification of any person(s) who will perform the Services and their qualifications. If a vendor is chosen for an interview, the district may request documentation on the certification of the staff. Documentation may consist of resumes, certificates/licenses, documented experience and held degrees.

### **D. Price Proposal:**

The applicant shall submit a Price Proposal pursuant to the attached Request for Proposal attached hereto and identified as Exhibit "B."

**E. Anti-Discrimination Certification**

**ANTI-DISCRIMINATION CLAUSE**

1. In accordance with the provisions of the Pennsylvania School Code, the Contractor agrees:
  - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason or race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
  - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
  - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
  - d. That this contract may be canceled or terminated by the Quakertown Community School District and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

Initial \_\_\_\_\_

## F. Non-Collusion Affidavit

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S. §§ 1611 et seq., 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 statements 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/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 preparation, 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 noncompetitive 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 will result in disqualification of the bid.**

**NON-COLLUSION AFFIDAVIT**

Bid Name \_\_\_\_\_

State of \_\_\_\_\_

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

I state that I am \_\_\_\_\_

of \_\_\_\_\_  
(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 the 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 the 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 an 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,  
(Name of Firm)

Officers, directors and employees are not currently 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  
(Name of Firm)

Above representations are material and important, and will be relied on by the **Quakertown Community School District** when recommending for award the items 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 the **Quakertown Community School District** of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Print Name of Authorized Person & Company Position

\_\_\_\_\_  
Signature of Authorized Person

Sworn to and subscribed before me This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

**G. Public School Code Criminal Offences Agreement**

**PUBLIC SCHOOL CODE CRIMINAL OFFENSES AGREEMENT**

1. This agreement is part of the agreement between the undersigned businessperson or entity and Quakertown Community School District, for the sale of goods or the provision of services as an independent vendor or contractor.

2. The undersigned understands that vendors and independent contractors and their employees and their subcontractors' employees hired after that date shall comply with Section 111 of the Public School Code, Act 34, Act 114, Act 151, 168 or similar legislation in the future, which provides, among other things, that a RESPONSE FOR CRIMINAL HISTORY RECORD CHECK, PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE and FBI FINGERPRINTING REPORT, ARREST/CONVICTION REPORTING AND DISCLOSURE RELEASE must be obtained for each employee who could come into contact with school children, showing that such employees have not been arrested/convicted of certain crimes. A copy of the law is available upon request.

a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall comply upon request with requirements of Section 1-111(e) regarding reporting of arrest/conviction of offense as described therein;

b. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall comply upon request with requirements of Act 168 sexual misconduct/abuse disclosure releases for offenses as described therein;

3. The undersigned agrees to submit a copy for Quakertown Community School District's records of the Response for Criminal History Record Check, Pennsylvania Child Abuse History Clearance, and FBI Fingerprint Report for all its employees and its subcontractors' employees, if any, who will have direct contact with children, and further agrees to produce the originals of each of the above for the Quakertown Community School District's review prior to employment of any such individual.

4. It is agreed that Quakertown Community School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents, or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the Local Education Agencies represented by the Quakertown Community School District , hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expenses incident thereto.

5. It is agreed that the foregoing obligation applies to employees and subcontractors of the undersigned who are assigned to this project at its beginning and to employees and subcontractors who are added at a later date, as well as any other person that the undersigned shall cause to perform any work or provide any service as part of the contract referred to above.

Dated: \_\_\_\_\_ 20 \_\_\_\_

By: \_\_\_\_\_(Seal)

(Corporate Seal, If applicable)

(Proprietor, Authorized Officer or Partner)

Witness or Attest:

\_\_\_\_\_

Business Name and Address of

\_\_\_\_\_

Vendor/Independent Contractor

\_\_\_\_\_

\_\_\_\_\_



## **VIII. Evaluation Process:**

The Applicant's Proposal will be reviewed initially by the District's Selection Review Committee to determine responsiveness to the RFP. Non-responsive submissions may be rejected without evaluation.

The Review Committee will screen all proposals and thereafter, in their discretion, may select one or more Applicant(s) for an interview. The Applicant(s) selected for an interview must be available for interview at the District's request.

The Proposals will be evaluated by a committee (the Selection Review Committee) chaired by the Director of Pupil Services. The evaluation will be based upon the information provided by the Applicant in its Proposal that addresses the provisions of this RFP, the interview (if one is conducted), references, and any necessary verification of information submitted in the Proposal or at the interview (if one is conducted).

## **IX. Basis of Award:**

The District will not base its selection solely on the lowest responsible bid as would be the case if the School Code applied and public bidding was required. Therefore, the District is under no obligation to accept and make an award based on the lowest responsible Price Proposal. The District may also reject any or all Proposals for any reason and/or terminate the selection process at any time.

The District will award a Contract for Services to the Applicant whose Proposal is determined to be the most advantageous to the District based on the provisions of this RFP. All factors including price will be considered (see Exhibit "B"). Upon receipt of the Proposals the District will negotiate with one or more Applicants the terms and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract substantially in the form as set forth in Exhibit A and the Price Proposal set forth in Exhibit B shall constitute the Contract between the District and the Applicant.

Protests shall be filed with the District and shall be resolved following applicable law. A protest must be in writing and must be filed with the District. A protest of solicitation must be received at the District before the proposal opening date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

**Exhibit “A”**  
**Terms and Conditions of Contract for Services**

**General Description of the RBT Responsibilities**

Responsibilities include but not limited to:

- Follow Behavioral health plans developed by a BCBA to provide beneficial and effective care to patients
- Participate in counseling and meeting sessions
- Answer questions from children and their teachers
- Assist children with day-to-day tasks
- Observe child behaviors to collect data
- Teach specific skills required for skill acquisition and maladaptive behavior reduction
- Nurture a child’s social abilities
- Inform teachers and other staff about behavioral intervention findings

**Personnel and Qualifications**

A. In addition to the relevant experience and qualifications, each Staff Member/Consultant providing the Services shall meet PA statutory requirements for background checks and school policies.

**Additional Services**

Any additional services not covered by this Contract shall be subject to negotiation and agreed upon through an amendment to this Contract.

**Term and Termination of Contract**

**1. Initial Term**

The contract shall be for a 12 month period: July 1, 2024- June 30, 2025.

**2. Termination**

The Contract shall automatically terminate at the end of the Initial term.

The Applicant may terminate this Agreement in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the District that remains uncured sixty (60) days after written notice of such breach.

**3. Compensation**

Payment to the Applicant will be made in accordance with the terms and service costs set forth in the Contract.

## **Insurance and Indemnification**

### 1. Insurance

The Applicant shall maintain Workers Compensation, Professional Liability, Employers Liability and comprehensive Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations and property damage) with a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate while providing the Services hereunder.

The Applicant shall provide School District with a certificate of insurance evidencing such coverage, naming School District as an additional insured, prior to commencement of services. The certificate of insurance must contain a provision whereby no modification, non-renewal, termination, or cancellation of such insurance shall become effective except upon at least thirty (30) days' prior written notice to the School District. The requirements of this Paragraph shall remain in effect during the term of this Agreement. The original certificate shall be submitted to the person and address listed below:

Quakertown Community School District  
Brian King - Finance Director  
100 Commerce Dr  
Quakertown PA 18951

### 2. Indemnification

The Applicant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts or omissions of the Applicant and its employees and other agents.

The District shall indemnify, defend and hold harmless the Applicant and other officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts of the District, its agents or its employees, but only to the extent that the District shall be statutorily responsible for such claims, damages and expenses.

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

**Compliance with Laws**

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation.

**Successors and Assigns**

Subject to the provisions regarding assignment, the Contract shall be binding on the heirs, executors, administrators, representatives, successors, and assigns of the respective parties.

**Miscellaneous**

1. Independent Contractor Status

Each Consultant shall at all times remain an employee of the Applicant and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that each party shall at all times be acting as an independent contractor and that Applicant and its employees shall not be, for any purposes, employees, agents or joint ventures with the District. Nothing contained in this Agreement shall create a partnership or joint venture between the District and the Applicant for the Services provided.

2. Notice

All notices required to be given under this Agreement shall be given by personal delivery, via nationally-recognized overnight courier or by certified mail or registered mail, return receipt requested addressed as follows (or, with respect to either party, to such other address as communicated by such party to the other pursuant to this notice procedure):

To District:  
Quakertown Community School District  
100 Commerce Dr  
Quakertown PA 18951  
Attn: Carolyn Staffieri

To Applicant:  
  
(Fill in Position or Name and address)

**Assignment**

This Agreement may not be assigned by the Applicant without the written consent of the District.

**Entire Agreement and Amendment**

The Contract shall (including all Exhibits attached thereto) constitute the entire agreement between the parties and shall supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

**Governing Law**

The Contract shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the Court of Common Pleas of Bucks County.

**“ Exhibit B”**

**2024-2025 Proposal Form**

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal.

**Name of Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<u>Services:</u>	<u>Price/Hour</u>
Behavior Technician	\$ _____

**Address:** \_\_\_\_\_

**State + Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Authorized Agent:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Yrs in Business:** \_\_\_\_\_ **Number of Employees:** \_\_\_\_\_

**Experience in Public Schools:** \_\_\_\_\_ Years.

I hereby certify that the information contained in this proposal is correct and accurate to my personal knowledge.

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Exhibit “C”

Bid Proposal Award Criteria

Each member of the evaluation committee must evaluate all bid proposals independently. The scoring criteria are as follows:

<b>Cost</b>	<b>30%</b>
<b>Personnel Expertise and Qualifications</b>	<b>15%</b>
<b>Experience and References</b>	<b>15%</b>
<b>Project Management Expertise</b>	<b>15%</b>
<b>Adherence to Research-Based Practices</b>	<b>15%</b>
<b>Availability</b>	<b>10%</b>

	<b>Maximum Points Allowed</b>	<b>Score</b>
<b>Cost: <i>This will be your primary factor in evaluation.</i></b>		
<b>All proposals contain a projected budget based on their program design and implementation. The goal is to evaluate the best financial guarantee to the School District.</b>	<b>30</b>	
<b>Comment:</b>		
<b>Personnel Expertise and Qualifications</b>		
<b>What are the processes and considerations for developing a schedule for professional development and embedded classroom support?</b>	<b>15</b>	

**Comment:**

**Experience and References**

**Does the bidder have a proven track record of success in other large, suburban school districts? Does the bidder include references from other successful district implementations?**

**15**

**Comment:**

**Project Management Expertise**

**What experience does the bidder have in adapting the plan to meet the needs of students and staff as professional learning reveals new strengths and needs?**

**15**

**Comment:**

**Adherence to Research-Based Practices**

**Does the bidder adhere to scientifically-research based practices in reading instruction?**

**15**



**Comment:**

**Availability**

**Is the bidder able to meet the needs of the students and staff throughout the entirety of the Quakertown Community School District's 2024-25 school year**

**10**

**Comment:**

**“ All clauses must be initialed for the Submission to be valid”**

**EDGAR CERTIFICATIONS  
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply when Quakertown Community School District (“QCSD”) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:**

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

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**(A) Applicant Violation or Breach of Contract terms**

Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the District. The District reserves the right to reject any services reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the District for any difference that may remain. If the District prefers to accept services which are not in accordance with the requirements of the contract documents, the District may do so instead of requiring its removal and 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.

Duties and obligations imposed by the contract documents 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 or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, 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.

**(B) 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 (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when QCSD expends federal funds, QCSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(C) Termination for cause and for convenience** by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule (B) above, when QCSD expends federal funds, QCSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. QCSD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if QCSD believes, in its sole discretion, that it is in the best interest of QCSD to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s).

Any award under this procurement process is not exclusive and QCSD reserves the right to purchase goods and services from other vendors when it is in QCSD's best interest.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) 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 nonFederal 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by QCSD, Vendor certifies that during the term of an award for all contracts by QCSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by QCSD, Vendor certifies that during the term of an award for all contracts by QCSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant 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**

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by QCSD, Vendor certifies that during the term and after the awarded term of an award for all contracts by QCSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

The Applicant shall 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:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 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
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

**(H) Domestic Preferences**

The Applicant should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the District.

**(I) General Compliance and Cooperation with District**

The Applicant agrees it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to the District's purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**