



Empowering Partnerships For Education

**Morton Education Service Center
200 Yale Avenue, Morton, PA 19070-1918**

Phone: 610-938-9000

**Maria Edelberg, Ed.D
Executive Director**

Request for Educational Services

**All Proposals Must be Returned in a Sealed Envelope Marked:
Request for Educational Services**

Submission of Proposal Due 3:00 PM on **November 9, 2021**

1. Introduction

The Delaware County IU is soliciting proposals for Educational Services as detailed in The Scope of Services and Specification of this Request for Educational Services (RES).

2. This RES Consists of the Following:

- RES as herein described:
- Exhibit A – Term of the Contract
- Exhibit B – Price for the Non-Public Services
- Exhibit C – Award Criteria
- Exhibit D – ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The above listed documents are incorporated herein by reference and must be read in their entirety as they define the scope for the services, the rights and obligations of the parties and other terms and conditions of the RES.

3. Timeline and Requirements for Submission of Proposal

Questions regarding this RES are due no later than 3:00PM on **November 2nd**. Anything time stamped after 3:00pm on **November 2nd** will not be answered. Written questions about the RES should be sent electronically to the attention of: Dr. Kevin Kane, Assistant to the Executive Director for Student Services at ssproposals@dciu.org

Reponses to the questions will be provided electronically to all Applicants by 3:00PM on **November 4th**.

Proposals should be submitted by 3:00PM on **November 9th**. Proposals shall be submitted in person at:

Delaware County Intermediate Unit
Attention: Dr. Kevin Kane, Assistant to the Executive Director for Student Services (Proposal)
200 Yale Avenue
Morton, PA 19070

Electronic or faxed proposals will not be considered.

Proposals will be opened immediately following the submission deadline on **November 9th** at 3:00PM and a formal public opening will not be held. Confidential information contained in the proposals shall not generally be open for public inspection, but Delaware County IU records are subject to the Pennsylvania Office of Open Records Right to Know Law Requirements.

The Delaware County IU reserves the right to accept the proposal(s) it considers to be the best value for the Delaware County IU. Further, the Board reserves the right to reject any or all proposals, in whole or in part, and to waive informalities permitted by law.

4. 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 RES, shall be construed according to such peculiar and appropriate meaning or definition.

- a. Applicant – a person or group of persons who provide educational services.

- b. Board – Delaware County Intermediate Unit Board of School Directors
- c. 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 Delaware County IU and the Applicant and an agreed upon price as set forth in Exhibits “B”, “C” and “D”.
- d. Proposal – response by the Applicant to the RES.
- e. Components of Proposal – (1) Applicant’s Comprehensive Plan for Performing Services; (2) Staffing Proposal; (3) Price Proposal, and (4) Addendum for Contract Funded with Federal Funds.
- f. Staffing Proposal - Part of the Proposal that identifies the appropriately certified/licensed staffing of the applicant who are designated as providing the services, to include the staff person’s name if possible.
 - a. The following three background checks are required to be provided to DCIU, 10 days prior to beginning work.:
 - i. Department of Human Services Child Abuse History Clearance
 - ii. Pennsylvania State Police Request for Criminal Records Check
 - iii. Federal Criminal History Record Information (CHRI)

All clearances shall be within one of year of issuance.

5. Scope of Work for Non-Public Services

The Applicant will provide appropriate Pennsylvania state qualified teachers and instructional support staff to perform one or more of the services, full or part- time, during the terms(s) as defined below. The Applicant and any identified staff must be independent of, and not controlled or employed in any way by the Non-Public schools.

6. Components of the Proposal

The Proposal submitted shall include the following components:

- a. Applicant’s Comprehensive Plan for Performing Services:
Include a comprehensive description of your experience as it relates to Non- Public Schools, Public School, and Remedial Academic Services. Include a list of references with names and other contact information in the event the Delaware County IU elects to communicate with your references. Include at least three (3) institutional references who currently utilize your services.
- b. Staffing Proposal
The staff assigned to perform the services must possess adequate professional proficiency for the services and/or tasks required and that which is required by the Commonwealth of Pennsylvania for a certified teacher or appropriately state certified instructional assistant. Staff must be independent of the non-public schools or any public school to which he/she would be assigned.

The Delaware County IU requests that the Applicant provide a Staffing Proposal as 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 Delaware County IU may request documentation on the certification of the staff.

Documentation may consist of resumes, certificates/licenses, documented experience and held degrees.

- c. Price Proposal
The Applicant shall submit a Price Proposal pursuant to the RES attached hereto and identified as Exhibit “B”.

- d. Addendum for Contract Funded with Federal Funds
- e. The Applicant shall execute and submit the Addendum for Contract Funded with Federal Funds pursuant to the RES attached hereto and identified as Exhibit “D”.

The Delaware County IU’s RES seeks staff who will deliver services to schools in Delaware County as assigned. The services requested are listed in Figure 1.

Figure 1:

Staffing/Services Requested (Various Locations in Delaware County)	Required Credentials
STEM Instructor/Coach	PA Certified Teacher The primary responsibilities of this position are teaching, designing and developing curriculum, for Science, Technology, Engineering, and Math (STEAM) curricular activities in the context of the school's academic program.
School Counselor	PDE Active School Counselor Certificate
Mental Health Counselor	PA Active License: Counselor or Social Worker, Master’s Degree
Instructional Technology Specialist	PA Certified Teacher and/or Bachelor’s degree with 2 years’ experience in Educational Technology, including general knowledge of curriculum, curriculum development and instructional best practices. The primary responsibilities of this position are to provide leadership in the development of strategic approaches for the integration of technology into the curriculum as well as provide information on current best practices, innovations, and emerging trends. This professional will maintain awareness of best practices, emerging technologies and new potentials in educational technology while supporting users in a multi-platform environment.
Special Education Teacher	PDE Active Special Education Certificate
Licensed Practical Nurse (LPN)	PA Licensed Practical Nurses
Registered Nurse (RN)	PA Registered Nurses
Learning Support/Special Education Assistant	Associates Degree and/or the Credential of Competency for Special Education Paraeducators in Pennsylvania

7. Evaluation Process

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

The Review Committee will screen all proposals and thereafter, at 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 Delaware County IU's request.

The Proposals will be evaluated by a committee (the Selection Review Committee) chaired by the Assistant to the Executive Director for Student Services. Information provided by the Applicant in its Proposal must address the provisions of this RES, 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).

8. Basis of Award

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

Any award of Contract for services by The Delaware County IU will be to the Applicant whose proposal is determined to be the most advantageous to the Delaware County IU based on the provisions of this RES. All factors will be considered (see Exhibit "C"). Upon receipt of the Proposals the Delaware County IU 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", and Exhibit D shall constitute the Contract between the Delaware County IU and the Applicant.

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

A protest must include:

- a. The name, address, and telephone number of the protestor
- b. The original signature of the protestor or its representative
- c. Identification of the solicitation
- d. 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 Services

The descriptions of services are in Figure 1.

Personnel and Qualifications

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. Staff Member/Consultant must be independent from and not controlled or employed by the non-public or public schools to which he/she is to be assigned.

Additional Services

Please list any additional service not covered by this RES. Services added following the award of the RES shall be subject to negotiation and agreed upon through an amendment to this Contract.

Term and Termination of Contract

The contract shall begin on **December 2, 2021** and conclude at the end of the **2022-2023** school year or by **June 30, 2023**

The contract shall automatically terminate at the end of the initial term. The Applicant may terminate this Contract in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the Delaware County IU that remains uncured one-hundred and twenty (120) days after written notice of such breach.

Compensation

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

Insurance and Indemnification

Applicant shall be required to obtain and maintain a policy of General Liability insurance, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage. Applicant agrees to submit a current Certificate of Insurance evidencing the required insurance by **12/2/21** and any renewal Certificate of Insurance (if applicable).

The Applicant shall indemnify, defend and hold harmless the Delaware County IU 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 Delaware County IU 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 Delaware County IU, its agents or its employees, but only to the extent that the Delaware County IU shall be statutorily responsible for such claims, damages and expenses.

Compliance with Laws

The parties recognize that this Contract 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 Contract 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

The Applicant agrees that if the Contract is awarded, the Applicant will not assign in whole or in part any rights or privileges which may accrue to it under the terms of the contract. The Applicant agrees it will not subcontract any of the duties or responsibilities thereunder.

Miscellaneous

Employees of the Applicant shall in no way be deemed to be an employee of the Delaware County IU. In the performance of the services, duties and obligations required of each part under this Contract, 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 Delaware County IU. Nothing contained in this Agreement shall create a partnership or joint venture between the Delaware County IU and the Applicant for the Services provided.

The selected Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff, in the reasonable opinion of the DCIU, has an actual conflict, or a potential conflict of interest, between the Contractor and the duties owed to the non-public or public school.

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):

Delaware County Intermediate Unit
Attn: Dr. Kevin Kane, Assistant to the Executive Director for Student Services
200 Yale Avenue
Morton, PA 19070

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.

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 Delaware County.

Exhibit "B"

**Price Proposal for Non-Public and Public-School Services
Definitions in Figure 1.**

Staffing/ Services Requested	Unit Cost (Hourly, Based on 7 Hour Day)	Unit Cost (Daily Rate Based on 7 Hour Day)	Total Cost based on 190 School Calendar
STEM Instructor/Coach			
School Counselor			
Mental Health Counselor			
Instructional Technology Specialist			
Special Education Teacher			
Licensed Practical Nurse (LPN)			
Registered Nurse (RN)			
Learning Support/Special Education Assistant			

Exhibit “C” Proposal Award Criteria

Using the One Step Scoring Method, each member of the evaluation committee must evaluate all Proposals independently. The scoring criteria are as follows:

Cost	10%
Staff Qualifications	15%
Experience and References	15%
Project Management Expertise	15%
Adherence to Research-Based Practices	15%
Availability	30%

	Maximum	
	Points	Score
Cost		
All Educational Services s contain a projected budget based on the total staffing requested.	10	
Comments:		
Staff Qualifications		
What are the processes and considerations for developing a schedule for embedded classroom support?	15	
Comments:		
Experience and References		
Outline experience in providing the service and provide three (3) references who can attest to the work the applicant is seeking.	15	
Comments:		

Project Management Expertise		
What experience does the Applicant have in adapting plans to meet the needs of students, teachers, and non-public and public schools' administrators in Delaware County?	15	
Comments:		
Adherence to Research-Based Practices		
Does the Applicant adhere to scientifically-research based practices in core instruction?	15	
Comments:		
Availability		
Is the Applicant available to provide the teaching and support staff requested by December 2, 2021?	30	
Comments:		

Exhibit “D”

ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when the Delaware County Intermediate Unit (referred to as DCIU) spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.**

1. Vendor Violation or Breach of Contract Terms

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.

In addition to other terms stated in the Contract, Vendor at no cost to the DCIU shall promptly correct any errors, omissions or defects in any product, services, or other items Vendor is required to deliver. The DCIU reserves the right to reject any item reasonably determined by the DCIU 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, DCIU 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 DCIU for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to DCIU 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. ***This term shall apply without regard to the Contract amount.***

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

2. DCIU Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the DCIU, including the manner by which it will be effected and the basis for settlement.

In addition to other terms stated in the Contract, DCIU 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 DCIU 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. ***This term shall apply without regard to the Contract amount.***

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

3. Equal Employment Opportunity

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, 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 DCIU has determined that the Contract [is] [is not] a federally assisted construction contract.

If the DCIU has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms?

YES _____ Initials of Authorized Representative of Vendor

4. Prevailing Wage Requirement for Construction Contracts

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, 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 DCIU has determined that these requirements [are] [are not] applicable to the Contract.

If the DCIU has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES _____ Initials of Authorized Representative of Vendor

5. Contract Work Hours and Safety Standards

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance 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 DCIU has determined that these requirements [are] [are not] applicable to the Contract.

If the DCIU has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES _____ Initials of Authorized Representative of Vendor

6. Rights to Inventions Made Under Agreement

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, 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 DCIU has determined that these requirements are not applicable to the Contract.

Clean Air Act and Federal Water Pollution Control Act

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor 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, 33 U.S.C. 1251- 1387.

The DCIU has determined that these requirements [are] [are not] applicable to the Contract.

If the DCIU has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES _____ Initials of Authorized Representative of Vendor

7. Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide 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 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.

YES _____ Initials of Authorized Representative of Vendor

8. Byrd Anti-Lobbying Amendment

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

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

The DCIU has determined that these requirements [are] [are not] applicable to the Contract.

If the DCIU has determined that these requirements are applicable, does the Vendor agree to the requirements?

YES _____ Initials of Authorized Representative of Vendor

9. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Under 2 CFR Part 200, and specifically § 200.321, the DCIU 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

10. Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the DCIU 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

11. Procurement of Recovered Materials

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 DCIU 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 DCIU has determined that these requirements [are] [are not] applicable to the contract.

If the DCIU has determined that these requirements are applicable, does Vendor agree to follow the requirements?

YES _____ Initials of Authorized Representative of Vendor

12. Bonding Requirements

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 DCIU has determined that these requirements [are] [are not] applicable to the contract.

If the DCIU has determined that these requirements are applicable, does Vendor agree to follow the requirements?

YES _____ Initials of Authorized Representative of Vendor

13. General Compliance and Cooperation

Vendor shall make a good faith effort to provide DCIU such information and to satisfy DCIU requirements applicable to the Contract under applicable federal regulations, including but not limited to record keeping requirements, contract cost, and price analyses required.

Does Vendor agree?

YES _____ Initials of Authorized Representative of Vendor