



**FURNISHING:**

SUSD is seeking to secure a collection of service providers that will provide extended learning opportunities through before school, after school and summer school learning opportunities for students requiring additional support and/or enrichment opportunities that will promote a stronger connection to educational experiences not typically made available during the school day.

**TO THE  
STOCKTON UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY**

**RFQ/P No. 24.100  
Expanded Learning Opportunities**

**Stockton Unified School District**

**Important: Read conditions and instructions carefully.  
RFQ/P's will be received until 10:00am on June 12, 2024**

## **NOTICE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS**

### **RFQ/P FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELO-P")**

#### **RFQ/P NO. 24.100**

**NOTICE IS HEREBY GIVEN** that Stockton Unified School District ("District") is requesting qualifications and proposals to form a prequalified pool of childcare service providers to provide Expanded Learning Opportunities Program ("ELO-P") services for the District's "Expanded Learning Opportunities Program," in accordance with Education Code section 46120, by offering a diverse array of activities tailored to engage at multiple District school sites.

RFQ/P documents will be posted on the District's website at [www.stocktonusd.net/Domain/155](http://www.stocktonusd.net/Domain/155)

Respondents to this RFQ/P should submit an electronic copy of their proposal in PDF format and all other documents required by this RFQ/P ("Proposal") via email with the subject "ELO-P Services RFQ/P No. 24.100 - [Respondent's Name] Proposal" to:

**Tony Lopez, Purchasing & Warehouse Manager**  
**TonyLopez@stocktonusd.net**

**RESPONDENTS ARE RESPONSIBLE FOR READING THIS RFQ/P IN ITS ENTIRETY.** Each Proposal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in received Proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to the RFQ/P. All Respondents will be responsible for obtaining any addendums to the RFQ/P which will be posted in the same manner as the RFQ/P documents. No Proposal shall be withdrawn for a period of sixty (60) days after it is submitted to the District.

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## Part 1: Introduction and Overview

### 1.1 Introduction

The Stockton Unified School District (herein after referred to as “SUSD” or the “District”) is seeking proposals from firms qualified and experienced in providing a safe space for students to have opportunities to accelerate their academic skills, recover lost instructional time, experience enrichment opportunities linked to future educational pathways, lead students through various extracurricular activities, while building deeper relationships with students and staff. Additionally, this program may also serve as a partner with adults working to provide for their families, knowing their children are safe, cared for, nourished, and supported outside of regular school day calendar and bell schedules.

SUSD educates approximately 38,000 students and embraces 53 diverse school communities. In partnership with parents and our community, SUSD’s is to graduate every student college, career, and community ready. In doing so we lift all youth out of circumstances of poverty and scarcity. We partner with world-class universities, innovative businesses and nonprofit organizations and engaged community leaders to prepare our students for college, career and life.

The District intends to form a pool of qualified suppliers to establish a catalog of acceptable providers of academic support, social emotional support, enrichment activities that expand students’ exposure to career pathways, and extracurricular activities that promote movement and a healthy lifestyle. The catalog of expanded learning opportunities will establish the approved providers, along with their contact information, available services, specialties, subject areas, and student populations served. For multiple award.

Any agreement issued as a result of this RFQ/P does not guarantee any minimum amount of service or payment. A provider shall not perform services for SUSD without the issuance of a Purchase Order. A provider will be compensated by SUSD for services satisfactory performed in accordance with contract requirements.

The District and selected provider(s) will enter into a signed Agreement, included in this RFQ/P agreement, pending approved by the SUSD Governing Board. Schools and departments will request individual Scope of Work Statements and financial proposals that address the unique needs for each program. No work shall commence and SUSD will not be obligated for any cost of goods and/or services, which may result in advance of a purchase order being issued.

The District will award this RFQ/P to one or more supplier(s) based upon the evaluation of proposals received.

### 1.2 Mission and Goals

#### **Mission**

Our Mission is to graduate every student college, career, and community ready. In doing so we lift all youth out of circumstances of poverty and scarcity.

#### **Goals for Students**

1. Every child by the end of the 3rd grade will read and comprehend at the proficient level.
2. Every child by the end of the 9th grade will demonstrate mastery of Algebra concepts and application.
3. Every child by the end of the 12th grade will graduate and be college or career ready.

## 1.3 Scope of Project

### 1.3.1 Scope of Work

The desire to create opportunities for students to learn, grow and be supported may be done through various efforts, targeting a menu of options for students to select from. The opportunity to explore topics during the extended learning program may include any individual, or combination of the following areas of focus:

- Social Emotional Learning
- Credit Recovery
- Enrichment Activities/Opportunities
- Sports Activities
- Relationship Building Skills
- 21<sup>st</sup> Century Skills
- English Language Development Instruction
- Migrant Education Support
- Project Based Learning
- STEAM
- Positive Behavior Intervention Support
- Test Prep
- Reading and math intervention
- Address Absenteeism
- Improve School Climate
- Offer Targeted Interventions
- Accelerate Academics

## 1.4 Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFQ/P to the contract award:

<u>Milestone Event</u>	<u>Date</u>
1. RFQ/P Issuance	<b>5/23/24</b>
2. Questions about RFQ/P Due	<b>6/5/24</b>
3. Answers to Questions Posted	<b>6/6/24</b>
4. Proposal Due Date	<b>6/12/24</b>
5. Board Approval	<b>6/25/24</b>

**\*\*SUSD Reserves the right to change or alter these dates.**

## 1.5 Bid Process

Stockton Unified School District will conduct the selection and contract award process in the following manner:

1. This document will be available on the Purchasing web page:  
<https://www.stocktonusd.net/Domain/155>
2. Bidders will prepare responses to the RFQ/P. All questions must be submitted via email with "ELO-P Services RFQ/P No. 24.100 - [Respondent's Name] Proposal" in the Subject Line to [tonylopez@stocktonusd.net](mailto:tonylopez@stocktonusd.net) All questions and responses will be posted on the Purchasing web page. District will not be responsible for any

other explanation or interpretation of the proposed documents.

3. The proposals to be submitted to : **Purchasing Dept. 2141 Robindale Ave, Stockton, CA 95205**  
No later than **10:00am June 12, 2024.**
4. Proposals will be received and evaluated as described in this RFQ/P. If deemed necessary, Stockton Unified School District will ask one or more selected bidders questions about their proposals, either in writing or by oral presentation. Demonstrations of the system at Stockton Unified School District may be requested.
5. Selected bidders will be chosen for contract negotiations.

## 1.1 Contact

All contact to the District shall be through via email to designated Staff listed on RFQ/P for questions. Contacting District employees not listed for accepting questions is expressly forbidden and may result in disqualification of a vendor from further participation in the bid process.

## 1.2 Examination of Bid Proposal Documents

Submission of a bid proposal shall be deemed a representation and certification by the Offeror that they:

- a. Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of this Offer.
- b. Have the capability to successfully undertake and complete the responsibilities and obligations of the Offer being submitted.
- c. Represent that all information contained in the Offer is true and correct.
- d. Did not, in any way, collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Offeror regarding the amount, terms or conditions of this Offer.
- e. Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Offeror, and Offeror hereby grants the District permission to make these inquiries, and to provide any and all related documentation in a timely manner.

### PROPOSAL EVALUATION:

- a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFQ/P.
- b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize the data provided by the Offeror in the chart below to rank Offerors submissions. It is the Offeror's responsibility to answer all items in the RFQ/P submission. During the evaluation, the District may request proposal clarifications, explanations and answers from an Offeror. The District may request an Offeror presentation and interview.

(END OF SECTION)

## Part 2: Instructions, Terms and Conditions

### 2.1 Instructions

#### 2.1.1 Definitions

- a. As used herein, "RFQ/P" means this Request for Proposals, RFQ/P #24.100.
- b. As used herein, "District" or "SUSD" means the Stockton Unified School District.
- c. As used herein, "Offeror" means the Firm or Vendor submitting a Proposal.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated Agreement with the District.
- f. As used herein, "Vendor" means the firm or Vendor that is awarded the contract with the District

#### 2.1.2 Preparation of Proposals

- a. The District invites proposals on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice of Request for Qualifications and Proposals, not later than 10:00 o'clock a.m. of the 12th day of June 2024. It is the sole responsibility of the bidder to see that his bid is received in proper time and at the designated location. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- b. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.
- c. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein.
- d. The DISTRICT may request a meeting with the Offerors representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- e. All proposals and materials submitted in response to this RFQ/P shall become the property of the District and shall be considered a part of the Public Record.
- f. After acceptance of the proposal by the District, a contract between the successful firm and the District will be executed and will consist of the terms and conditions of this RFQ/P and the Scope of Work and Requirements.

#### 2.1.3 Authorized Signatures

All Offers must be signed by an individual authorized to bind the Offeror to the provisions of the RFQ/P.

#### 2.1.4 Term of Offer

Each proposal/offer must be a firm irrevocable offer, and remain open and valid for **60 days** after RFQ/P closing date.



### 2.1.5 Incurred Costs

The District is not obligated to pay costs incurred by Offeror in the preparation of an Offer in response to this RFQ/P. Offerors agree that all costs incurred in developing an Offer are the Offeror's responsibility.

### 2.1.6 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material.

### 2.1.7 Interpretation of Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specification, he may submit to the Purchasing Manager of the District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. All questions must be submitted via email with "RFQ/P #24.100 Question" in the Subject Line to [tonylopez@stocktonusd.net](mailto:tonylopez@stocktonusd.net). All questions and responses will be posted on the Purchasing web page. District will not be responsible for any other explanation or interpretation of the proposed documents.

### 2.1.8 Amendments/Addenda to RFQ/P

Offerors are advised that the District reserves the right to amend this RFQ/P at any time, prior to the RFQ/P closing date. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFQ/P. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date. All addendums will be posted on the District's Bonfire E-Bid website.

- a. Offerors must acknowledge receipt of any and all RFQ/P amendments.
- b. Failure to acknowledge the receipt of any amendments may result in proposal rejection.

### 2.1.9 Submitting Proposals

Hard copies, telegraphic or facsimile offers or modifications will NOT be considered. All Respondents to this RFQ/P should submit an electronic copy of their proposal in PDF format and all other documents required by this RFQ/P ("Proposal") via email with the subject "ELO-P Services RFQ/P No. 24.100 - [Respondent's Name] Proposal" to [tonylopez@stocktonusd.net](mailto:tonylopez@stocktonusd.net). No later than **10:00am June 12, 2024**.

### 2.1.10 Modification or Withdrawal of Proposal

An Offeror may modify or withdraw a proposal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

### 2.1.11 Late Proposals

No proposal or proposal modification received after the due date deadline will be considered.

### 2.1.12 Right of Rejection

Offers must comply with all terms of the RFQ/P, and all applicable local, state, and federal laws, codes, and regulations. The District may reject as non-responsive any Offer that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFQ/P.

Offerors may not qualify the Offer nor restrict the rights of the District. If Offeror does so, the Offer may be determined to be a non-responsive counter-offer and the Offer may be rejected.

No Offer shall be rejected, however, if it contains a minor irregularity, defect of variation and if the irregularity, defect or variation is considered by the District to be immaterial or inconsequential, the District may choose to accept the Offer.

Minor informalities may be waived by the District when they:

- a. Do not affect responsiveness;
- b. Are merely a matter of form or format;
- c. Do not change the relative standing or otherwise prejudice other offers;
- d. Do not change the meaning or scope of the RFQ/P;
- e. Are trivial, negligible, or immaterial in nature;
- f. Do not reflect a material change in the work; or
- g. Do not constitute a substantial reservation against a requirement or provision;

In such cases the Offeror will be notified of the deficiency in the Offer and given an opportunity to correct the irregularity, defect, or variation the District may elect to waive the deficiency and accept the Offer.

This RFQ/P does not commit the District to award a contract. The District reserves the right to reject any or all Offers if it is in the best interest of the District to do so. The District also reserves the right to terminate this RFQ/P process at any time.

### 2.1.13 Clarification of Offers

In order to determine if an Offer is reasonably acceptable for award, communication by the Facilitator for the Evaluation Panel are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in material or substantive change to the Offer. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

## 2.2 Terms and Conditions

### 2.2.1 Public Record

All information submitted in the RFQ/P or in response to requests for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Offerors should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

#### NOTICE

The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the

margin with a vertical line, contains information which are trade secrets. We request that such data be used only for evaluation of our response, but understand disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Offer in order to facilitate eventual public inspection of the non-confidential portion of the Offer.

The District assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Offeror will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, or local law. The District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

### **2.2.2 Disclosure of Criminal and Civil Proceedings**

The District reserves the right to request the information described herein from the Offeror selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Offeror. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Offeror also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Offeror may be asked to disclose whether the firm, or any of its partners, principals, member, associates, or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates, or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Offeror will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Offeror may also be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Offeror will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

### **2.2.3 Board and Staff Communications**

Under no circumstances may any member of the District or any staff member, other than the contact permitted in Section 1.6, be contacted during this RFQ/P process, by any entity intending to submit a response to this RFQ/P. Failure to comply with this request will result in disqualification.

#### **2.2.4 Final Authority to Award**

The final authority to award contracts as a result of this RFQ/P rest solely with the District's Governing Board.

#### **2.2.5 Offer Agreement to Terms and Conditions**

Submission of a signed Offer will be interpreted to mean Offeror has agreed to all the terms and conditions set forth in the pages of this solicitation.

#### **2.2.6 Laws Governing Contract**

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of San Joaquin, in the State of California. The parties further stipulate that the County of San Joaquin, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

#### **2.2.7 Non-Discrimination**

It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Offeror agrees to comply with Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code Section 1735 and District policy. In addition, Offeror agrees to require like compliance by all its subcontractor(s). Offeror shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

#### **2.2.8 Tobacco-Free District**

The District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

### **2.3 Terms and Conditions for Use of Federal Funds**

#### **2.3.1 Breach of Contract**

Pursuant to 41 U.S.C. §1908, the District reserves all rights and privileges under applicable laws and regulations in the event of breach of contract.

#### **2.3.2 Termination for Cause and Convenience**

Pursuant 7 CFR §1780.75, the District 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 Offeror, in the event Offeror 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 procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

### **2.3.3 Clean Air Act and Federal Pollution Control Act**

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), Offeror shall comply with all applicable requirements as referenced in the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

### **2.3.4 Debarment and Suspension**

Offeror shall certify that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and 12689.

### **2.3.5 Anti-Lobbying**

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when federal funds are expended by the District, the Offeror comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Offeror shall further comply:

- (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 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 sub recipients shall certify and disclose accordingly.

### **2.3.6 Iran Contracting Act**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the

Department of General Services.

### **2.3.7 Record Retention**

Pursuant to 2 CFR §200.333, the Offeror shall comply with the record retention requirement detailed in 2 CFR §200.333. The vendor shall retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### **2.3.8 Energy Policy and Conservation Act**

Pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871), Offeror shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

## **2.4 Additional Terms and Conditions**

### **2.4.1 Term of Agreement**

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Governing Board, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. Additionally, prospective proposers are advised that the District reserves the right to terminate, without cause, any agreement resultant from this RFQ/P at any time effective upon thirty-day written notice to the Offeror. Also, the District's obligation under any anticipated contract is subject to the availability of authorized funds.

### **2.4.2 Fingerprinting**

Under Education Code section 45125.1, specified entities seeking to contract with school districts must certify the following:

1. Services will not be provided to the District nor shall any employee or independent contractors be permitted to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in the Penal Code sections 1192.7(c) and 667.5(c) and any other applicable laws regarding sex and controlled substances offenses.
2. Results of the fingerprinting information ascertained by the Department of Justice have been reviewed and no employees or independent contractors may come in contact with pupils who have been convicted of a felony as noted in paragraph 1, above.
3. A list of the names of the employees or independent contractors who may come in contact with pupils is provided to the District.

Offeror shall submit to the District a Certificate of Fingerprinting quarterly on or before October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>. Such certification shall include the names of all employees, agents, contractors, and subcontractors certified for that quarter. Failure to provide a timely Certificate of Fingerprinting, or a determination by the District that the Offeror has not met its obligations as related to fingerprinting of employees are sufficient reason for the District to exercise termination of contract.

Contract is contingent upon the receipt of a signed certification in the form provided by the District, which declares Offeror and the partners have complied with all of the above requirements. Offeror shall not commence providing services to the District unless and until such a certification has been received by the District. Offeror will provide the District with such certification within 30 days after execution of a contract. The District may extend this timeline within its sole discretion.

If a signed certification is not provided to the District in the form provided with the timeline stated above, the District may terminate the agreement by providing written notice to Offeror within ten (10) days after the timeline has passed. If the District terminates the contract due to Offeror's failure to follow the timeline described above, the District will not be liable for any costs, expenses, or fees incurred by Offeror prior to termination.

### **2.4.3 Confidentiality of Student Information**

Offeror, and its employees, agents, contractors, and subcontractors shall maintain the confidentiality of all information received in the course of performing work under this RFQ/P, particularly as it relates to personally identifiable information regarding students and their families. This requirement to maintain confidentiality of student information shall extend beyond the termination of all contracted work.

### **2.4.4 Records**

Offeror shall maintain and make available for inspection by the District and its auditors accurate record of all of its costs, disbursements, and receipts with respect to any work under this RFQ/P. Such inspections may be made during regular office hours at any time for period of three (3) years after the conclusion of work performed under this RFQ/P.

### **2.4.5 Insurance**

Offeror shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of contracted resulting from RFQ/P, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A.

Prior to commencement of any work, the Offeror shall furnish the District with original endorsements effecting coverage for all policies required by RFQ/P. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. As an alternative to the District's forms, Offeror's insurer may, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Offeror shall furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the Offeror. Approval of the insurance by the District shall not relieve or decrease any liability of the Offeror.

In addition to any other remedy the District may have, if Offeror fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Offeror.

Each insurance policy required by this RFQ/P shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Any deductibles must be declared to, and approved by, the District.

The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Offeror are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Offeror under the RFQ/P.

Offeror shall, at their expense, maintain in effect at all times during the performance of work under the RFQ/P not less than \$1,000,000 per occurrence of comprehensive general liability insurance coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by the Offeror of the following coverage and limits of insurance is a material element of this RFQ/P. The failure of the Offeror to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this RFQ/P.

1. Workers' Compensation and Employer's Liability Insurance.

Offeror shall obtain and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the work under this RFQ/P. In accordance with provisions of section 3700 of the California Labor Code, Offeror shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the work under this RFQ/P are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the work.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the RFQ/P; liability arising out of activities performed by or on behalf of Offeror; premises owned, occupied or used by Offeror; or automobiles owned, leased, hired or borrowed by Offeror. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
- b. Provision or endorsement stating that for any claims related to this project, Offeror's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its



officers, officials, employees or volunteers shall be in excess of Offeror's insurance and shall not contribute with it.

- c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
- d. Provision or endorsement stating that Offeror's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Offeror under the RFQ/P.

(END OF SECTION)

## Part 3: Bid Submission

### 3.1 Proposal Format

It is the intent of the District to solicit proposals that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each Offer, Offerors shall utilize the following proposal format.

1. Introduction

The Offeror shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact and contact information.

2. Summary of Experience

This section shall contain the full name and address of the Vendor submitting the proposal and a brief summary of the Vendor's corporate experience and individual experience for personnel who will provide this product or service.

3. Proposal Response to Scope of Service and Performance Requirements

The Offeror shall provide a description of services and capabilities as outlined in the Scope of Work section of this RFQ/P. Clearly state any exceptions taken to the specifications of this RFQ/P, or any conditions of the proposal. The answers shall be clear and concise, and not lengthy. If the Offeror does not have a response, the Offeror shall state 'not applicable' or 'unable to perform'.

4. Cost Summary

The Offeror shall provide information on any costs that SUSD may incur. The Offeror must specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing services required herein. Offeror will provide a complete fee and cost detail supporting all elements of its Offer. The cost detail must include a narrative for each fee or cost element. If the Offeror does not expect SUSD to incur any costs, the Offeror shall state 'No cost to SUSD'.

**Price shall remain firm/fixed for the term of the annual contract.**

Additionally, any cost not provided in the proposal will be assumed as no charge to the District. Supplier shall provide a 30-day written notice of any price changes prior to the annual renewal period and provide supporting manufacturer and/or distributor documentation to support such price adjustments.

5. References

- The Offeror shall submit a minimum of four (4) verifiable references. It is desired that if the Offeror has performed this service previously, those references be listed. It is recommended that the Offeror provide references that are similar or as closely related to this unique agreement, if possible.
- Each Reference shall include:
  - Reference's Name
  - Contact Person
  - Address, City, State, and Zip Code
  - Contact Person Phone Number
  - Contact Person Email Address
  - Brief Project Scope
  - Time Frame

6. Required Forms

Offeror shall execute the following required forms (located within this RFQ/P) and return with the

proposal:

- Firm Proposal/Offer Form
- Noncollusion Affidavit
- Federal Certifications
- W-9

### 3.2 Evaluation Criteria

The committee evaluating the Offers submitted in response to this RFQ/P may require any or all vendors to clarify or elaborate on their proposal as well as to provide a presentation.

SUSD reserves the right to add, remove, modify or establish additional evaluation point for each criterion. If the District determines that additional evaluation steps are required to determine the best value, the District reserves the right to consider any or all of the following additional criteria; Offeror's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine best value.

SUSD reserves the right to make an award without discussion with any Offeror, after Offers are received. Offeror responses should therefore be submitted on the most favorable terms.

In making the determination which Offers are deemed acceptable and may be reviewed further, the District shall consider the following criteria during the evaluation process:

#### **Selection Factors:**

1. Proposed Plan – 30 Points  
The adequacy and completeness of the plan offered addressing the Scope of Services (Attachment A and B – Vendor Response Forms)
2. Vendor Capabilities and Organizational Capacity – 30 Points  
The demonstrated ability of the vendor to provide the services, including references. (Attachment B- Vendor Response Form)
3. Financial Proposal – 40 Points  
The cost is reasonable and appropriate given the scope of proposed plan.

Offerors must score a minimum of 75 points to be considered for award.

(END OF SECTION)

## Firm Proposal/Offer Form

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to SUSU.

The Offeror hereby agrees that its proposal/offer is subject to all RFQ/P 24.100 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFQ/P provisions, terms and conditions, and secure a performance bond within five (5) days of the Districts intent to award the contract.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by SUSU for the period ninety (90) days after closing. The Offeror hereby agrees that if its proposal/offer is accepted by SUSU that it shall provide all of the services in accordance with the RFQ/P, as it may be amended.

Name of Person Duly Authorized to Execute this Proposal/Offer: \_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date of this Proposal/Offer: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Offeror Telephone: \_\_\_\_\_

Offeror Email: \_\_\_\_\_

# Noncollusion Affidavit

## Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[illegible]

deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ being first duly sworn  
\_\_\_\_\_, the Bidder making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and  
not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put  
in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any  
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in  
any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the  
Bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of  
that of any other bidder, or to secure any advantage against the District of anyone interested in the proposed  
Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or  
indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company  
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham  
bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:

## FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchases of goods and services.

### PROPOSER/VENDOR CERTIFICATION FORMS

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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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**The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.**

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

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

Pursuant to Federal Rule (A) above, when federal funds are expended by Stockton Unified School District, Stockton Unified School District 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

*(B) 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 7 CFR 1780.75, when federal funds are expended by the District, the District 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 procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does the vendor agree to abide by the above? Yes \_\_\_\_\_ Initials of Authorized Representative

*(C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42*

*U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

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

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

***(D) Debarment and Suspension (Executive Order 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 contain 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 (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

***(E) 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 (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District 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 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. **See Disclosure of Lobbying Activities.**

(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



### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b>  _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b>  _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  _____ Prime      _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:    <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ/P) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ/P-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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**RECORD RETENTION REQUIREMENT FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**  
**2 CFR § 200.333**

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirement detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

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*CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT*

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

\_\_\_\_\_  
\_\_\_\_\_  
*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: \_\_\_\_\_

Company Registered on SAM.gov? Yes \_\_\_\_\_ No \_\_\_\_\_

Address City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

**EXHIBIT A**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_