



FURNISHING: Expanded Learning Opportunities Programs (ELOP)

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

**RFP No. 25.977
Expanded Learning Opportunities Programs (ELOP)**

**Stockton Unified School District
Purchasing Department
2141 Robindale Ave.
Stockton, CA 95205**

**Important: Read conditions and instructions carefully.
This bid will be opened at 2:00 PM on April 11, 2025**

NOTICE TO PROPOSERS

Notice is hereby given that the Board of Education of the Stockton Unified School District, County of San Joaquin, State of California, hereby calls for sealed proposals until 2pm, April 11, 2025.

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These bids shall be presented in accordance with specifications in the Bid packet. Bid packets are available at <https://www.stocktonusd.net/Page/18676> or at the Stockton Unified School District Purchasing Office located at 2141 Robindale Avenue, Stockton, CA. 95205.

The Board reserves the right to accept or reject any and all bids, waive any informality, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered.

By order of the Board of Education, Stockton Unified School District of San Joaquin County, State of California.

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Part 1: Introduction and Overview

Stockton Unified School District (SUSD) invites interested community-based agencies to submit proposals to provide line staff to work directly with students in our Expanded Learning Opportunities Programs (ELOP); before school, after-school, intersessions (school breaks), and during summer school. Each K-12 site is led by an SUSD staffed ELOP School Site Facilitator. The site administrator and program facilitator will work hand-in-hand with the Community Based Organization (CBO) and staff to provide a full after school program to the students of each school site.

ELO-programs run after school for a minimum of 15 hours per week, operating from school dismissal until at least 6:00 p.m. on all scheduled school days. Site schedules may vary based on dismissal times, professional development days, minimum days, and in-service days. Additionally, ELO-programs also operate during intersessions and summer school, with a minimum operation of nine hours per day for 30 non-instructional days. Program schedules align with the district's SUSD/ELOP calendar to ensure consistency and accessibility for students and families.

1.1 Purpose/Objective

The intent of this request for proposal ("RFP") is to contract with a pool of qualified after school provider(s) who will be selected to provide services, described herein, for each school site community. The District's objectives are to provide a safe, secure on-site after school environment for children and deliver an enriching, enjoyable after school program that blends childcare, homework, extracurricular activities, enrichment, music recreation, physical activities and arts intended to complement the student's regular academic program during non-school hours. Expanded Learning Opportunities Program (ELOP)/ after school program has required elements that must be offered in every funded program: nutritious snack, academic assistance, enrichment, physical fitness, social emotional learning, and restroom breaks. With the support of the program facilitator and staff support specialist, staff are expected to create weekly schedules with supporting lesson plans. Their schedule should reflect the required elements.

It is the intent of this RFP to enter into a one (1) year contract for services for each school site beginning July 1, 2025.

1.2 Background

The Expanded Learning Opportunities Program (ELOP) offers academic, enrichment and whole child services to all SUSD students. Students who are identified as having greatest safety needs, and academic needs in English Language Arts and Mathematics are strongly encouraged to attend. Using school-wide data, each site analyzes which students need the most support, based on i-Ready scores, formative and performance data, Student Support Team (SST) meetings and teacher recommendation. The Teacher Coordinator works with the Program Facilitator and site administrator to identify and invite these students into the program. Students performing below grade level in 1st-3rd grade are one of the focuses for enrollment. The reading and math diagnostic's supports the District's goal that "Every child will read and comprehend at a proficient level by the end of 3rd grade." by the end of 8th grade, students will receive foundational math skills needed to be Algebra ready. In addition, 4-8th grade English Language Learners who are CELDT level 3 and below will be targeted for intervention.

ELOP is inclusive to all SUSD students no matter their needs and we prioritize enrollment to Foster Youth and Families in Transition if space is available. ELOP is free to all students enrolled, grades TK-12.

1.2.1 Program Goals and Requirements

The Program Goals developed from the needs assessment are:

- Increase basic math skills
- Increase academic achievement in ELA
- Increase student engagement in school
- Increase student physical fitness
- Provide a safe environment for children during after school hours

To achieve the above academic goals each site will systematically analyze the students in the program using iReady scores and set up interventions based on their needs. Data is collected on student subgroups to address the achievement gap. Each school site reviews achievement data as they collaborate in data teams within their Professional Learning Communities (PLCs). The core curriculum includes summative and performance-based assessments.

Student engagement goals are met by engaging active student leadership in planning activities to better meet the needs and wants of the students. Staff is trained in implementing existing materials and creating activities that are grade level appropriate, exciting and engaging. All sites work at tapping into each staff member's passion and supporting them in transforming this passion into creative activities to engage students.

To draw in the community and support daily attendance, each year four to five "Family Nights" are planned and implemented to draw in the broader community and celebrate the students. Each event includes performance based presentations that showcase students' learning in literacy, math, science, arts, and other areas. In order to maintain attendance goals, School day and ELOP staff calls or personally meets with parents and encourages them to register students. Flyers are sent home to advertise program availability, as well as *School Messenger*, school-wide phone calls, and program postings are on the SUSD district website and ELOP webpage.

To address the importance of having a safe environment, emphasis is placed on implementing explicit positive youth development. Each site is encouraged to establish a Youth Council with staff trained in Developmental Assets. Training focuses on identifying and rewarding positive character traits in staff and students and empowering all youth. Tangible and social/emotional rewards are given for regular attendance. Staff is trained in the importance of developing a supportive, asset building relationship with all students, problem solving with difficult students and teaching appropriate social behavior so all students can be successful in the after school program. When necessary, Special Education teachers meet with staff to provide appropriate information for working with students with special needs. Bullying and associated behaviors are not tolerated and staff work with both bully and victim to develop strong personal assets.

To measure whether goals have been met, each year the needs of the community, students, parents, and school are assessed using data from student, staff and parent surveys, California Healthy Kids Survey, and academic scores. Staff meets with teachers and administrators and many attend School Site Council and/or site-based PTO/PTA meetings. District staff hold monthly meetings with partners and site facilitators.

Each site, in collaboration with the site principal, develops a required disaster plan with a yearly schedule of monthly drills. Staff is trained in the tasks for which they will be responsible in the event of a disaster. The planning, tasks and drill schedule reflects the District's emergency crisis response plan. All staff members are encouraged to obtain CPR/First Aid training.

1.2.2 Program Content and Quality

All programs include a minimum of five hours a week of academic support for all students registered in the program. Certificated teachers provide a district approved academic intervention three hours a week to students identified for Tier 2 interventions. Literacy and Math are the predominant academic focus throughout the program.

ELOP line staff are trained and provided with curriculum and materials that support ELA and math. Staff can easily choose appropriate activities to better support students in each grade level.

The educational enrichment element comprises up to at least two hours of each day's program. Staff is trained in basic positive behavior management as well as implementation of purchased materials. All enrichment activities are linked to the program goals. Enrichment activities engage learning in the areas of literacy, math, social studies, science, visual and performing arts, and civics. Each day, students participate in guided physical activities from the SPARK curriculum. Increased physical fitness is encouraged each day. A minimum of 30 minutes is spent in active physical recreation using the curriculum format of SPARK. In addition, thematic binders and resource portal filled with engaging lessons have been provided to help promote project and performance- based activities to increase student engagement.

A variety of educational supplies and activities were purchased including educational games, Lakeshore learning centers, SRA math kits, activities from Teacher Created Materials, Mind Ware, Nasco Math, Pearson Learning Group, and other resources.

Each sites ELOP program is aligned with the regular school day. Each site has a Teacher Coordinator, who is one of the regular school day teachers or Program Specialist, providing a link to the regular school day staff and administrators. Academic groups are formed using data from student records and progress in the classroom.

1.3 Scope of Project

1.3.1 Scope of Work

The District is seeking qualified CBOs and staff to work hand-in-hand with site administration to provide a full after school program to the students of each school site community to include, but not limited to, the following requirements:

1. Nutritious Snack Provided by District's Child and Nutrition Services
 - a. Staff are expected to support the distribution of a nutritious snack to every student with following responsibilities:
 - i. Distribution
 - ii. Monitoring
 - iii. Required Meal Claim Reporting
2. Academic Assistance
 - a. Staff are expected to lead hands-on and age appropriate activities that support reading and math skills
 - b. Activities include but are not limited to:
 - i. Kidzlit
 - ii. Reading with Relevance
 - iii. Kidz Math
 - iv. Dreambox (online math education)
 - v. ELA and Math Games
 - vi. Journal Writing

- vii. Thematic Units
 - viii. Resource Portal- Lessons
 - ix. Homework Help
- 3. Enrichment
 - a. Staff are expected to lead hands-on and age appropriate activities that support social and emotional learning
 - b. Activities include but are not limited to:
 - i. Career Education
 - ii. Mentors
 - iii. Service-Learning/Project Based Learning
 - iv. Fine Arts and Music
 - v. Computer and Technology Training
 - vi. Youth Development
 - vii. Recreational Activities
 - viii. Leadership and Entrepreneurial Skills Development
 - ix. Character Education Programs
 - x. School Safety, Including Violence, Drug, and Tobacco Use Prevention
- 4. Physical Fitness
 - a. Staff are expected to promote active lifestyles
 - b. Staff are expected to lead SPARK activities for a minimum of 30 minutes each day
 - i. SPARK is a researched based fitness program used throughout the country specifically designed to be used in afterschool programs
 - ii. Integrating Playworks structure and indoor and outdoor activities and SEL
- 5. Bathroom Breaks
 - a. Staff are expected to supervise student bathroom breaks

1.3.2 Qualifications

CBO's are the hiring agency and all employees must be monitored and evaluated by the CBO. All CBO applicants must ensure that staff directly supervising participating students meet the minimum requirements listed herein and understand the District has the right to audit records as needed to be in compliance with grant regulations.

1.3.2.1 Education

All after school program staff who provide direct supervision to students must meet at least the minimum qualifications for an instructional aide in the District in which the participating school are located.

Under federal statute, a paraprofessional (instructional aide) is defined as an individual who is hired by a Local Education Agency (LEA), provides instructional support, has earned a high school diploma or its equivalent, and meets one of the following three requirements:

1. Has completed at least two years of study or 48 college units at an institution of higher education.
2. Has obtained an associate's or higher degree.
3. Has met a rigorous standard of quality and can demonstrate – through a formal state or local academic assessment – knowledge of, and the ability to assist in instructing, as appropriate,
 - a. Reading/language arts, writing, and mathematics, or
 - b. Reading, writing, and mathematics readiness.

1.3.2.2 Fingerprinting Clearance & Health Screening

All employees and volunteers must pass fingerprinting, background, and health screening checks before having any contact with students. No CBOs employees, agents, or independent contractors will come into 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 Penal Code sections 1192.7(c) and 667.5(c) or of a sex or controlled substance offense. (Education Code section 45125.1(e)) In addition, California State Law, (H&SC 3454), and District Board Policy 4112.22.4 require that “any person (paid or) volunteering services in public schools must submit evidence the (s)he is free of active tuberculosis.”

The cost of fingerprinting and health screening is the responsibility of the CBO.

1.3.2.3 Child Abuse and Neglect Reporting

CBO must certify compliance with Child Abuse and Neglect Reporting guidelines for Mandated Reporters as required by California Penal Code section 11164-11174.

1.3.3 Responsibilities

The CBO is responsible for the following:

1. Assure sites are fully and appropriately staffed daily:
 - a. Assure staff attend District training prior to starting any work at a site;
 - b. Assure staff are following CBOs absence policies and procedures;
 - c. Assure staff are appropriately dressed and behaved;
 - d. Assure process for replacing absent staff members; and
 - e. Assure process for handling tardy staff.
2. Discipline process for staff should be in place for:
 - a. Inappropriately delivery of services; and
 - b. Excessive tardiness or absences;
 - i. District Program Facilitator will communicate with CBO regarding any concerns.
3. Attend quarterly advisory and monthly partner meetings.
 - a. Submit weekly recruitment reports;
 - b. Submit monthly employment reports; and
 - c. Submit quarterly reports.
4. The CBO collaborates with the District ELOP management team, ELOP Site Facilitator and the site administrator at all times throughout the year.

1.3.4 District Responsibilities

The District shall participate in the Program by providing a Program Facilitator at each District School site who will perform or assign other school staff to perform the following tasks as long as these activities do not negatively impact normal District operations:

1. Meet periodically with Offeror and the partners to discuss program effectiveness and the staff performance.
2. Include representatives of Offeror and the partners, when appropriate, in in-service training.
3. Provide an orientation to representatives of the Offeror and the partners in order to introduce them to school personnel and to explain school policies.

4. Assist in completion and verification of Time and Activity Reports provided by the Offeror.

The school staff shall be responsible to:

1. Assist with orientation of members, specific to the site.
2. Assist in the collection of evaluation data.
3. Allow members time to attend required in-service training and required Offeror meetings.
4. Assist in finding necessary school site facilities and workspace for the program and staff.

1.3.5 Costs

1.3.5.1 Budget

The amount of budget is dependent on the grant allocation for each site, the number of staff required to meet the 20:1 ration, and the number of hours each site must be staffed.

Administrative costs caps, limit the amount of funding that can be used to support indirect services to students. Administrative costs will be limited or not allowed.

1.3.5.2 Direct Service, Administrative, and Indirect Costs

California Education Code requires that a minimum of eighty-five (85) percent of the grant must be spent on direct services while no more than fifteen (15) percent can be spent on administrative costs, including indirect costs. It is the expectation that the grantee allocates fund and document expenditures to demonstrate that minimum of eighty-five (85) percent of grant funds are spent on direct services.

Direct Services are those services that are typically delivered at the school site and where the students are the direct recipients or beneficiaries of the services. Further defined as supplementary services that when delivered at the school site, the student is the direct recipient or beneficiary of the services. Expenditures for personnel and services are justified as direct services and for inclusion in the eighty-five (85) percent if:

- The personnel are providing direct, hand-on services to students;
- The services being provided are so integral to the program that not to provide the services would affect the quality of the program itself and the academic success of the students. Examples of these types of services are professional development, training, technical assistance (TA), coaching and consultation for staff as well individuals to provide direct services for student and parent involvement activities; continuous quality improvement (CQI) activities that are focused on assessing program quality;
- The funds are used to purchase materials and equipment to be used by eligible students;
- As part of a CQI process, the funds support the analysis and use of student performance data that are then used to inform programming for eligible students.

Examples of Direct Services: Expanded learning Opportunities Program (ELOP) activities including, but not limited to: academic support, enrichment activities, socio-emotional learning, and recreational activities. Provision of professional development, staff training, TA, and professional learning communities, and CQI activities such as program walkthroughs, program assessments, etc.

Administrative Costs are the costs of personnel and supplies which are administrative in nature and do not have a direct relationship to support students in the program. These costs must support the funded program.

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Examples of Administrative Costs:

- Local Educational Agency (LEA)/Chief Business Officer (CBO) administrative personnel
- LEA/CBO program evaluation
- LEA/CBO advisory councils
- General staff development not related to expanded learning
- Additional examples:
 - Equipment used for administrative duties, human resource/personnel related costs, i.e., job posting, fingerprinting/background checks, tuberculosis tests, salaries for staff that do not directly supervise students, mileage/gas/muni pass for staff/parking, rentals (excluding Professional Development-related training space), business cards, curriculum development, staffing and volunteer activities (a percentage of the time spent on discussing the evaluation results with the program staff could be direct services as part of professional development when meeting with the site coordinator to review the program), general capital outlay or deferred maintenance costs of program sites, general staff development not associated with the program.

Indirect Costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General Management costs consist of administrative activities necessary for the general operation of the agency, such as: accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing.

- Indirect costs may not exceed five (5) percent of the total grant award **OR** the CDE approved Indirect Cost Rate, whichever is less.
- Indirect costs plus direct administrative costs cannot exceed fifteen (15) percent.

1.3.5.3 Matching Funds

The after school grant is not designated to fund all anticipated costs of the services provided. Match funding of 33% is required for the ASES grant. The CBO will provide projected match at the beginning of school year and an actual final match at end of the school year. Input and resources from community partners can greatly increase the quality and sustainability of an after school program. Offerors should consider the commitments of their own staff, services, facilities, or equipment, and their roles in the delivery of services or resources, including the estimated monetary value of these contributions.

1.3.5.4 Reimbursement for Services

Payments shall be made twice monthly upon submittal of an invoice by the CBO detailing the reimbursement for the month and shall indicate the amount due for services rendered. The Offeror must be able to cover costs of operation. No start-up funds or advanced payments will be provided.

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 RFP to the contract award:

<u>Milestone Event</u>	<u>Date</u>
1. RFP Issuance	3/14/2025, 3/21/2025
2. Questions about RFP Due	3/28/2025
3. Answers posted on website	4/2/2025
4. Proposal Due Date	4/11/2025

*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 District's website, at <https://www.stocktonusd.net/Page/18676>
2. The proposals will be received and evaluated as described in this RFP. 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.

1.6 Contact

All contact to the District shall be through email to tonylopez@stocktonusd.net. Contacting District employees is expressly forbidden and may result in disqualification of a vendor from further participation in the bid process.

1.7 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 RFP.
- 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 Offerors responsibility to answer all items in the RFP 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, "RFP" means this Request for Proposals, RFP #1014.
- 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 bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Proposers, not later than 2 o'clock p.m. of the 11th of April, 2025. Bids shall be received electronically via email to tonylopez@stocktonusd.net. All blanks in the bid form must be appropriately filled in, and all prices must be stated. All bids must be submitted electronically. It is the sole responsibility of the bidder to see that his bid is received in proper time. 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 RFP 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 RFP 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 RFP.

2.1.4 Term of Offer

Each proposal/offer must be a firm irrevocable offer, and remain open and valid for one hundred eighty (180) days after RFP 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 RFP. 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 inquiries must be emailed to tonylopez@stocktonusd.net by 2P.M. on March 28, 2025. All responses will be posted on the District's website at <https://www.stocktonusd.net/Page/18676>. The District will not be responsible for any other explanation or interpretation of the proposed documents.

2.1.8 Amendments/Addenda to RFP

Offerors are advised that the District reserves the right to amend this RFP at any time, prior to the RFP closing date. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. 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 website at <https://www.stocktonusd.net/Page/18676>

- a. Offerors must acknowledge receipt of any and all RFP 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 and modifications will NOT be considered. All proposals must be submitted via email.

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 RFP, and all applicable local, state, and federal laws, codes, and regulations.

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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 RFP.

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 effect 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 RFP;
- 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 RFP 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 RFP process at any time.

2.1.13 Clarification of Offers

In order to determine if an Offer is reasonable 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 RFP or in response to request 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 RFP process, by any entity intending to submit a response to this RFP. 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 RFP rest solely with the District's Governing Board.

RFP No. 25.977 Expanded Learning Opportunities Programs (ELOP)

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 Additional Terms and Conditions

2.3.1 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 15th, January 15th, April

15th, and July 15th. 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.

2.3.2 Tuberculosis Certification

Offeror shall certify that all of its employees, agents, contractors, and subcontractors providing services to students pursuant to this RFP have submitted evidence of freedom of tuberculosis within 60 days prior to commencement of services.

2.3.3 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 RFP, 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.

2.3.4 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 RFP. 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 RFP.

2.3.5 ASES Financial Reports

Offeror shall submit to the District an ASES Quarterly Financial Report in the format designated by the District on or before October 15th, January 15th, April 15th, and July 15th. Failure to provide a timely ASES Quarterly Financial Report, or a determination by the District that the Offeror cannot meet its financial obligations as related to the ASES program are sufficient reasons for termination of contract.

2.3.6 ESEA Compliance Certificates

Offeror shall submit to the District a Certificate of Compliance with Elementary and Secondary Education Act ("ESEA") quarterly on or before October 15th, January 15th, April 15th, and July 15th. Such certification shall include the name of all Offeror's employees, agents, contractors, and subcontractors certified for that quarter. Failure to provide a timely

Certificate of Compliance with ESEA, or a determination by the District that the Offeror has not met its obligation as related to ESEA are sufficient reasons for termination of contract.

2.3.5 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 RFP, 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 RFP. 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 RFP 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 RFP.

Offeror shall, at their expense, maintain in effect at all times during the performance of work under the RFP 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 RFP. 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 RFP.

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 RFP. 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 RFP 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 RFP; 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 RFP.

(END OF SECTION)

Part 3: Bid Submission

3.1 Proposed 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 bidder shall provide a brief background of the company, its approach to administering an after school program, company references, and identify any unique or distinctive features of their program that the Offeror wishes to be given particular attention by the evaluation committee.

Include responses to the following:

- Number of sites Offeror has the capacity to serve
- Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in this RFP. Describe your organization structure. Provide your organizational chart.
- Describe your organization's qualifications and experience providing services in after school settings.
- A listing of five (5) references where similar services were performed. The client reference shall include the name of the organization, contact person, address, and telephone numbers.

2. Plan for Delivery of Services

- a. Describe how you will ensure that all staff will prepare lesson plans and schedules in advance
- b. Describe how you will collaborate and communicate with school site administrators, program facilitators and STEP Up management about the program.
- c. Describe how you will ensure that your staff will provide a well supervised and safe environment.
- d. Describe how you will observe and ensure that staff members are actively involved in implementing the program as described by their daily job expectations. **Refer to Staff Expectations**
- e. Describe how you will ensure that staff members are following directions regarding professionalism related to code of conduct, dress code, language, behavior, cell phone usage, etc.
- f. Describe your process for ensuring that sites are full staffed on the first day of school.
- g. Describe how you will account for and track the whereabouts of each staff.
- h. Provide all relevance insurance verification, including a dollar value to which your company is covered.
- i. Describe how you will deescalate disputes and resolve differences and conflicts between students and adults.
- j. Describe how you will collect and manage timesheets and manage payroll documentation.

3. Description of Program

- a. Offeror shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule.
- b. Offerors shall describe how their organization can meet the requirements of this RFP.

4. Staffing Plan

- a. Describe how you will recruit, hire and develop staff who reflect the diversity and cultures of the student population.
- b. Provide a staffing plan your process for covering absences and tardy of staff.
- c. Describe how you will handle staff issues and discipline.
- d. Please note that payments shall be made twice monthly upon receipt of invoice for services rendered, within 60 days of receipt of invoice. Please describe how payroll demands will be met with reimbursement of services.

5. Matching Funds

Input and resources from community partners can greatly increase the quality and sustainability of an after school program. Offerors should consider the commitments of their own staff, services, facilities, or equipment and their roles in the delivery of services or resources, including the estimated monetary value of these contributions. Please provide your projected match of funds for the after school program.

6. Financials

Please share how you will meet your payroll demands for your staff if there is a delay in payment reimbursement. Payments shall be made twice monthly upon submittal of an invoice by the Offeror. Please note, no start-up funds or advance payments will be provided.

7. Price Proposal

Please complete Price Proposal Bid Table.

3.2 Evaluation Criteria

Offers will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation.

Selection Factors:

1. Organization Experience and Qualification – 20 Points

Including number of years providing After School Youth Program services. The District reserves the right to contact any party that the Offeror has worked for in the past and to reject a proposer based on past poor performance. Training, experience, and longevity of staff; training programs; quality of operating policies and personnel procedures.

2. Program Description and Outcomes – 15 Points

The proposed program addresses unmet needs and is not duplicative of other services; there is evidence of collaboration with existing programs and services, and evidence of sustainability for future program years. The proposed program outcomes address the scope of work and serve the youth population, the program has results orientated, measurable outcomes, and objectives which are challenging yet realistic; and the number of participants to benefit from the program in relation to amount funds and type of service is realistic.

3. Staffing and Financials – 25 Points

The plan proposed is strategic to ensure sites are fully staffed daily. In the event of absent staff, there is a process for supporting those absences. The proposed plan addresses staff issues and discipline. The plan proposed addressed reimbursement of services and program solvency during invoice/payment process.

4. Cost – 40 Points

The Offeror's cost to perform the services as specified in the scope of work. Costs will be weighted based upon lowest price.

(END OF SECTION)

Staff Expectations

DUTIES AS A GROUP LEADER

- Report to the Program Facilitator at assigned time each day and sign into Procure.
 - Call your agency and the Program Facilitator in advance if you will be late or absent.
 - Greet office staff, school workers and others with a friendly smile and respectfully.
 - Finish all food, drink and personal business prior to work day beginning; store all personal supplies in safe place, arrive appropriately dressed and ready to work when your shift begins.
 - Wear your uniform every day and follow your agency's dress code policy
 - Before the program begins:
 - o Locate and collect all the supplies you will need for the day's activities.
 - o Check out your Walkie – talkie and assure it is working.
 - o Prepare the area for snack.
 - o Have your attendance list ready, know what students were absent from school.
 - Greet ALL the students with a smile and positive comments and/or questions.
 - Learn all the students' names, in all the groups.
 - Behave in a professional manner: no cell phones, no side conversations with other staff.
 - Set the tone with your group for an orderly, quiet, safe and fun program with positively stated rules, consistent enforcement, enthusiasm and a respectful demeanor.
 - At all times maintain and respect student confidentiality. At no time discuss students' progress, problems or concerns outside of ELOP staff meetings.
 - Expect your students to follow the positively stated rules and expectations for the students' behavior at all times.
 - Follow the ELOP/PBIS process for teaching behavior norms and when supporting students. Tell your students how you expect them to behave, what you want them to do and be consistent.
 - Take attendance carefully.
 - Be in constant eye contact with your group. Students must be supervised at all times by a qualified staff person.
 - Assist in the distribution of snack, according to SUSL guidelines.
 - Teach and expect your students to sit down during snack time, use a quiet tone of voice and clean up after themselves.
 - Praise students when they are 'doing the right thing'!
 - Line your students up quietly each time they move to a different activity by defining, teaching and enforcing the procedure at all times.
 - Always be aware of what your students are doing-intervene whenever a student is inappropriate.
- Prepare each lessons using preplanned lesson plans, lesson portal, created blank lesson sheets
- Know what you will be doing before the students arrive.
 - Engage your students in the activities you have planned, with enthusiasm.
 - Participate in the activity as a model, do not sit and observe the activity.
 - Assure that your group always cleans up before moving to another activity.
 - When interacting with students use a quiet tone of voice, maintain close, active proximity to students, and give explicit feedback and directions. When necessary remove student from the group and notify the Program Facilitator. Make sure your students know the rules and how to behave. Practice daily until the students are able to maintain a safe and orderly program.

DUTIES AS A TEAM MEMBER

- Meet weekly with the PF and your team, take an active role in planning the schedule, and provide program activity ideas.
- When needed, work with your PF, SSS, Field Supervisor, and S.C. to increase and improve your skills.

- Create a schedule for your group that meets the requirements of providing active physical recreation (SPARKS), academic focus, social enrichment and scheduled bathroom breaks.
 - Discuss problems or ideas you have related to the ELOP program with your team.
 - Review and become familiar with all program supplies and curriculum that are stored at your site. Each staff person should have prep time during the end of the day at least one day a week.
 - At the end of each day prepare equipment or supplies for tomorrow's activities.
- Make a list of what is needed, gather supplies, prepare supplies (cutting, sharpen pencils, etc.), and equipment for physical activity (put air in balls, gather supplies for activities).
- Maintain program supplies in a neat and orderly manner.
 - Attend your site's staff meetings and trainings, and your agency staff meetings and trainings when offered.
 - Learn and use new activities and skills on site.
 - Support the school day teachers in the classroom and/or provide the academic and enrichment learning practice as directed by the Program Facilitator.
 - Oversee the Parent Sign-out sheets as directed. Ask for identification if you are not familiar with the person signing the student out. Learn all the parent's names.
 - Assure that all areas are clean and in 'school hour' orderliness. Teach students how to help with this process.
 - Maintain positive communication with parents, school staff and co-workers.

Enjoy your students, your site team and your job!
 You are positively affecting the lives of all the children you work with.

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 RFP 1006 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 RFP 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 RFP, 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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn
deposes and says that he or she is _____ of _____
_____, 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:

Sample Agreement

THIS AGREEMENT, made and entered into this 1st day of July, 2019, by and between the Stockton Unified School District, San Joaquin County, California, herein after called the District, and (Contractor Name) hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometime hereinafter referred to as the Contract Documents, or the Contract.
2. **THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the District. It is understood by the Contractor that all items or service will be promptly delivered to the District.
3. **PAYMENTS:** By the fifth day of each month, contractor shall submit an itemized invoice in duplicate of materials delivered through the previous month. The District shall pay contractor the full amount of each invoice within sixty (60) days of receipt.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
5. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
6. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specification or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.

b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
8. HOLD HARMLESS: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
9. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.
10. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
11. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
13. ATTORNEY'S FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorney's fees, court costs, expert witness fees and investigation expenses.
14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

15. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Bidders. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be made in accordance with the law.

16. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

By _____

Title _____

Date: _____

DISTRICT:

Stockton Unified School District

By _____

Title _____

Date: _____

Governing Board Date: _____

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 _____

EXHIBIT B

CERTIFICATION OF FINGERPRINTING & FREEDOM OF TUBERCULOSIS

To the Governing Board and the District Administrator in charge of the following services:

I. Identification of Parties

I, _____, am the Custodian of Records for (Contractor Name) ("entity") and I am an authorized representative in that capacity. My entity seeks to contract with the District, which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq. and freedom of tuberculosis requirements.

II. Certifications

I make the following certifications, under penalty of perjury:

- A. Entity shall not begin to provide services to the District nor shall it permit any of its employees, agents or independent contractors 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 Penal Code sections 1192.7(c) and 667.5(c) or of a sex or controlled substance offense. (Education Code § 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of our employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)
- D. I certify that all of Entity's employees, agents, contractors and subcontractors to come in contact with pupils have submitted evidence of freedom of tuberculosis.

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of _____, 20____, at __, California.

CONTRACTOR:

By _____

Title _____

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

I am aware of the Stockton Unified School District's paraprofessional requirements. The After School Education and Safety (ASES) grant require all after school staff who directly supervise children to meet the same qualifications as a SUSD paraprofessional.

All paraprofessionals shall have:

- (a) high school diploma or GED, and
- (b) completed at least 2 years of college (minimum 48 semester units), or
- (c) obtained an Associates (or higher) degree, or
- (d) met a rigorous standard of quality and can demonstrate, through a formal local academic assessment and proof of certification through the San Joaquin County of Education.

I will comply with these requirements and only place after school staff employees at SUSD sites who are ESEA compliant. I will attach the names of all compliant staff with each monthly invoice.

CONTRACTOR:

By _____

Title _____