

SAN JACINTO UNIFIED SCHOOL DISTRICT

**2045 S. San Jacinto Avenue
San Jacinto, CA 92583**

Phone (951) 929-7700 | Fax (951) 487-7771



**Request for Proposal #015-26 for
Expanded Learning Opportunities Programs**

RFP #015-26 Expanded Learning Programs

Notice is hereby given that The San Jacinto Unified School District (“District”) is requesting proposals from a qualified Community Partner, hereinafter referred to as Vendor to provide and operate high quality before and after school programs at multiple District locations.

Project Description:

District is seeking a vendor to provide high-quality Expanded learning programs, hereinafter referred to as ELOP, before-school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. These programs must offer safe, supportive, and engaging environments that align with the regular school day and include academic support, enrichment, and physical activity. Selected vendor must meet all program compliance requirements, maintain required staffing ratios, collaborate with school sites, and actively support district-wide events. Programs must operate in person and demonstrate capacity for continuous improvement, strong oversight, and fiscal responsibility.

Vendor understands it is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities during the regular school day and school year.

Vendor understands District seeks to provide equity and access to expanded learning opportunities for each and every scholar to support the regular school day in creating scholars who can learn at high levels, are culturally responsive, and promote social responsibility.

District intends to retain a Provider that has the background, strength, management and expertise who can provide District’s Transitional Kindergarten (TK) to 12th Grade students with expanded learning programming during the 2026-2027 school year for up to 30 additional 9-hour days outside of the school year. Districts school year calendar can be found here https://www.sanjacinto.k12.ca.us/apps/pages/index.jsp?uREC_ID=330922&type=d&pREC_ID=739316

Expanded Learning Opportunities will target thirty (30) non-instructional calendar days with direct student services for up to nine (9) hours a day. The non-instructional days may include but are not limited to summer break, intersessions, Saturdays, and before/after school hours.

No Vendor may withdraw its submission for a period of ninety (90) days after the date set for receiving them. The Board of Trustees reserves the right to reject any and all Proposal submissions and to waive any irregularity or informalities in the proposals, and to sit and act as sole judge of the merit and qualifications of the services offered therein.

Vendors are invited to submit their Proposals via online using District’s online bidding portal <https://www.colbiseurebids.com/o/sanjacinto/015-26> on or before 1:00 p.m. on Thursday, June 25, 2026. Submissions must be signed by an authorized representative. Hard copy submissions will be returned to the vendor unopened.. Each submission must conform, be responsive to the RFP documents and be complete. RFP document copies will be posted to the District’s web site at: <https://www.sanjacinto.k12.ca.us/bids/>

Dated this 28th day of May, 2026

Deven Skibinski, Purchasing Agent
San Jacinto Unified School District
2045 S. San Jacinto Avenue
San Jacinto, California 92583
Riverside County
Publish (May 28 and June 4, 2026)

I. GENERAL INSTRUCTIONS

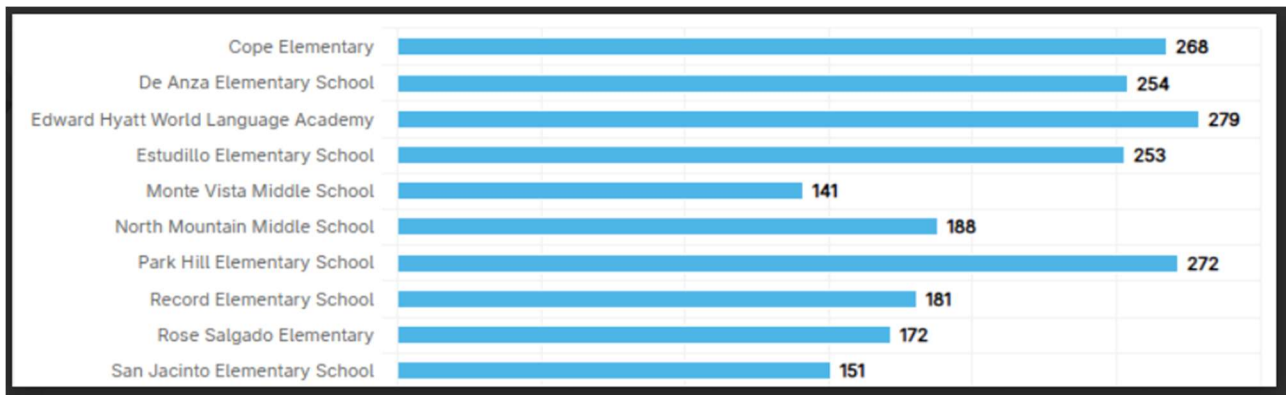
BACKGROUND

A team of 1,402 classified and certificated employees work together to provide a quality education to students in the city of San Jacinto, County of Riverside, California. Currently the District has three administration sites, six (6) elementary schools, two (2) middle schools, three (3) magnet schools, two (2) K-8 schools, four (4) high schools, alternative education programs and Head Start/State Preschool programs. The District has an approximate enrollment of 10,276 students.

CURRENT PROGRAM LOCATIONS AND ENROLLMENT NUMBERS

District provides ELO Programs at eleven (11) District School sites in support of 1,200 students:

Juan Bautista DeAnza Elementary School 1089 DeAnza Drive
Edward Hyatt World Language Academy 400 E Shaver Street
Jose Antonio Estudillo Elementary School 900 Las Rosas Drive
Megan Cope Elementary 2550 Via La Sierra Lane
Park Hill Elementary 1157 E Commonwealth Avenue
Clayton A Record Jr. Elementary 1600 Malaga Drive
San Jacinto Elementary School 136 N Ramona Blvd
Monte Vista Middle School 425 North Lyon Avenue
North Mountain Middle School 1202 E 7th Street



II. INFORMATION

Deadline

Interested Vendors are invited to submit their RFP's electronically through the District's official online bidding portal on or before 1:00 p.m. on Thursday, June 25, 2026. Hard copy submissions will be returned to the vendor unopened. Submission must be signed by an authorized representative.

It is the Vendor's sole responsibility to ensure their submission is received prior to the deadline. Any submittal received after the time and date stated above, shall not be considered.

All submittals should be verified before submission. **Vendors to ensure all forms are signed and dated by an authorized representative of your firm.** Adjustments will not be permitted after submission to the District. The District will not be held responsible for any errors or omissions on the part of the vendor in the preparation of the submittal. The District reserves the right to reject any and all submittals or to waive any irregularities or information in the submittals in accordance with the California Public Contract Code 20111 et seq., and applicable laws.

No corrected or resubmitted Request for Proposals (RFP) will be accepted after the deadline.

All requirements must be addressed in your Proposals. Non-responsive Proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District.

Timeline Release

Request for Proposal Documents	May 28, 2026
Deadline for Questions	June 11, 2026 1:00 p.m.
Final Addendum	June 17, 2026
Receive Statement of Proposal	June 25, 2026 1:00 p.m.
Statement of Proposal Evaluation Completed	June 25, 2026
Board Approval of Selected Vendor & Execute Agreement	Upon Completed Evaluation

Withdrawal of RFP

Vendors may withdraw their submittal, either personally or by written request, at any time prior to the closing time for the receipt of submittals.

Rights of the District

This Request for a Proposal does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any responses or to cancel in part or in its entirety this RFP. The District further reserves the right to accept the response that it considers to be in the best interest of the District.

RFP Addenda

Vendors are responsible for checking the website periodically for any updates or revisions to the Request for Proposals at: <https://www.sanjacinto.k12.ca.us/bids/>

Questions regarding RFP

Vendors interested in responding to this RFP are directed not to make personal contact with members of the District's Board of Trustees or Cabinet. Any contact will constitute grounds for disqualification of consideration. Questions regarding the RFP should be directed to Deven Skibinski, Purchasing Agent at ds kibinski@sanjacinto.k12.ca.us

Evaluation Criteria and Proposal Guidelines

The evaluation criteria outlined in this document will be utilized to identify the proposal that offers the highest quality for the District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive any technicalities, and select the proposal deemed most advantageous to the District. Acknowledging that factors beyond price are critical, the District is not obligated to award the contract to the lowest bidder. The District also reserves the right to request clarifications on any or all proposals. Proposals must remain valid for sixty (60) days following the submission deadline.

Covenant Against Contingent Fees

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Vendor and, in its sole discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Public Records

The names of all Vendors submitting Proposals and the names, if any, selected for interview shall be public information. After award, final ranking, committee comments and evaluation scores as well as the contents of all Proposals become public information.

III. SPECIFICATIONS

District is seeking qualified agencies to manage and staff high-quality before and/or after school Expanded Learning programs. These programs are funded through the After School Education and Safety (ASES) program and the Expanded Learning Opportunities Program (ELOP). Programs must provide safe, supportive, and engaging environments that align with the regular school day. Additionally, all programming must meet ASES and ELOP compliance requirements, including but not limited to:

A) Program Components

- a. Programs must include, but are not limited to:
 - i. Academic Support: Tutoring, homework help, test preparation, and college/career readiness
 - ii. Enrichment: Arts, STEM, writing, and career exploration
 - iii. Physical Activity: Recreation, sports, and other active play opportunities

B) Staffing Requirements

- a. Maintain a 10:1 student-to-staff ratio for TK and Kindergarten
- b. Maintain a 20:1 student-to-staff ratio for grades 1 and above
- c. Site Leads and Coordinators may not be counted in the student-to-staff ratio
- d. Staff must collaborate with school site leaders to align programming with the school day
- e. All program operations must be conducted in person

C) Staff Calendar

- a. 180 school/program days
- b. Up to 40 additional hours of professional development for all staff
- c. Monthly Professional Learning Community (PLC) sessions for Program Managers/Coordinators
- d. Thirty (30) Non -Instructional days outside of Regular school year

D) District-Wide Event Participation

- a. Qualified vendor must prepare and coach students to participate in annual ELOP and ASSETs district-wide events to ensure school site representation. Events include, but are not limited to:
 - i. Battle of the Bookworms
 - ii. Intramural Sports

IV. PROPOSAL AND SUBMISSION GUIDELINES:

To ensure uniformity and to facilitate the review process, all proposals must adhere to the following format and submission guidelines:

1. **Page Numbers:** Number all pages consecutively
2. **Table of Contents:** Include a table of contents with section titles and corresponding page numbers.
3. **Section Tabs:** Organize your proposal into clearly marked sections with tabs separating each section.
4. **Cover Page:** Include the RFP number and title, the name of your firm, and the contact information of the person authorized to negotiate on behalf of the firm.
5. **Proposal Responses:** Maximum 15 pages: Each Vendor shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered. Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Emphasis should be placed on brevity, selection criteria of the RFP and completeness and clarity of content.

Site and Program Selection: Indicate the school site(s) and program type(s) (Before School, After School, or Both) you are proposing to operate.

Organizational Experience and Capacity:

1. Describe your organization's experience managing before and after school programs, including those funded through ASES and ELOP.
2. Provide an overview of your organizational structure and how it will support successful program implementation
3. Explain how you ensure quality and consistency across multiple sites

Program Design and Approach:

1. Describe how your program will align with the required components of academic support, enrichment, and physical activity
2. Explain how your program will support students with diverse learning needs and required accommodations.
3. Outline strategies to maintain high student engagement
4. Detail how ASES and ELOP compliance requirements will be embedded in your operations.

Staffing and Professional Development:

1. Describe your approach to staffing, including how you will maintain required student-to-staff ratios
2. Explain your recruitment, hiring, and onboarding processes, and staff qualifications
3. Share your strategies for recruiting and retaining high-quality staff
4. Describe how staff will be trained and prepared to deliver compliant, high-quality programming.

Program Management and Oversight:

1. Describe how you will ensure collaboration and alignment with school site administrators and the regular school day
2. Explain the systems you will use to monitor program quality, track student participation, and measure student progress

Event Participation and Community Engagement:

1. Provide a plan for ensuring students for participation in district-wide ELOP and ASSETs events
2. Describe strategies to engage families and the broader community in program activities
3. Explain how your program will support student leadership and community service

Budget and Cost Proposal:

1. Provide a detailed budget, including staffing, supplies, and other relevant costs.
2. Explain how your organization will ensure funds are used efficiently and in compliance with ASES and ELOP requirements.
3. Describe how you will ensure compliance with the 85/15 rule, limiting administrative costs to no more than 15%.
4. Identify any matching funds or in-kind services your organization will contribute or procure to support program implementation and sustainability.

Compliance and Accountability:

1. Explain how your organization will comply with all applicable regulations and district-specific policies
2. Describe your approach to tracking and reporting program performance, including attendance, staffing, and student outcomes
3. Share how you will address performance issues, including noncompliance with student-to-staff ratios or other contractual requirements

Program Evaluation and Continuous Improvement

1. Describe how you will evaluate the success of your program on an ongoing basis
2. Identify the methods you will use to collect feedback from students, families, and school staff
3. Explain how data will be used to drive program improvements and ensure continuous quality.

V. SUBMISSION REQUIREMENTS

Each Vendor shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered. Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Emphasis should be placed on brevity, selection criteria of the RFP and completeness and clarity of content. The proposal shall not be more than 15 pages total, excluding the Table of Contents and appendices. The content and sequence of the proposals will be as follows:

SUBMISSION FORMAT

Cover Letter

Provide a cover letter that references this RFP and includes the Vendor's or individual's understanding of the project and their ability to service San Jacinto Unified School District needs.

Signature

Submittal must be signed by a representative with authorization to bind the organization by contract.

I. TABLE OF CONTENTS

II. VENDOR INFORMATION: (5 points)

1. Include name, address, telephone number, fax number, type of firm (i.e., corporation, partnership, etc.) and name of principal contact. Provide a brief history of the organization, including:
 - Number of years in business
 - Nature of work performed
 - Professional certifications
 - Services provided by firm
2. Describe your company's internal equity practices.

III. LICENSING AND CERTIFICATION PROCEDURES (25 points)

1. Describe your organizations certification procedures.
2. Describe your organizations hiring/screening procedures .
3. Discuss the qualifications of the staff you propose to use at District sites.

IV. REFERENCES: (5 points)

Provide three (3) School District, County Office of Education or Public Agency client references with names, addresses and telephone numbers of appropriate contacts where you have performed similar work. Additional public entities may be listed as well.

V. EXPERIENCE (25 points)

Describe any similar projects you have facilitated in the last five years. Priority will be given to experience working with School Districts or Public Agencies. Include: scope of work, duration, overall outcome, contact names and telephone numbers.

VI. DESCRIPTION OF PROPOSED SERVICES: (35 points)

1. Discuss your customer service policy in regards to complaints, discrepancies, the handling of billing and/or reporting disputes and interaction with District staff.
2. Describe any optional services that are available.

VII. REQUIRED DOCUMENTS (5 points)

1. Proposal Form/Signature Page
2. Non-Collusion Declaration
3. Workers' Compensation Certification
4. Sample invoice
5. Sample report

CRITERIA FOR SELECTION

Each submission will be evaluated, on a potential total point value of 100, based on but not limited to the following criteria:

<u>Criteria</u>	<u>Weight</u>
Fee Schedule, Costs, Best Value Pricing Structure	30
Meeting RFP requirements; Responses to Scope of Services	20
Firm's expertise and background, personnel qualifications, experience with similar clients, acceptance of District's T&C's	15
Proposal offering "Best Value" to student success	15
Services previously provided to the District	15
Proposal format, organization and clarity	5
Financial Stability P/F	

GENERAL TERMS AND CONDITIONS

- 1. INDEPENDENT CONTRACTOR:** If the District enters into an agreement, the successful bidder shall act as an independent contractor in the performance of the services. The successful bidder and its employees will not be considered employees of the District and will not be entitled to benefits typically provided to District employees, including State Unemployment Compensation or Workers' Compensation. The successful bidder assumes full responsibility for the actions and/or omissions of its employees or agents in performing the services. The successful bidder will have no authority to bind the District in any manner or to incur any obligation, debt, or liability on behalf of the District. The successful bidder agrees to defend, indemnify, and hold harmless the District from any loss, damage, or sums claimed against the District due to the successful bidder's breach or failure to perform as specified.
- 2. CONTRACTOR QUALIFICATIONS, LICENSING, AND STANDARDS OF CARE:** The District will require that the successful bidder, along with its employees and agents, possess all necessary licenses, credentials, permits, and other legally required qualifications to perform the services without the advice, control, or supervision of the District. Services provided by the successful bidder must adhere to generally and currently accepted principles and practices of their profession and comply with applicable laws, rules, and regulations. The successful bidder will be responsible for the professional quality, technical accuracy, completeness, and coordination of the services. The District will rely on this professional quality, accuracy, completeness, and coordination in the performance of the services.
- 3. USE OF AGENTS AND ASSISTANTS/REMOVAL OF EMPLOYEES OR AGENTS:** To provide the services, the successful bidder may engage agents or assistants at their own expense. Any agent or assistant hired by the successful bidder will not be employed by the District. If the District determines that any of the successful bidder's officers, employees, agents, or subcontractors are uncooperative, incompetent, a threat to the performance of the assigned tasks or a threat to persons or property, or if they fail or refuse to perform the work in a manner acceptable to the District, the District reserves the right to require the successful bidder to remove such individuals from performing the services.
- 4. ORIGINALITY OF SERVICES:** The District will require that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions submitted in connection with the agreement be wholly original to the successful bidder and not copied from any third-party source, except for standard generic details.
- 5. INTELLECTUAL PROPERTY:** The District acknowledges that the successful bidder may use previously developed proprietary materials and resources in fulfilling the agreement. All such prior developed material will remain under the exclusive ownership of the successful bidder.

6. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by the successful bidder under the agreement will be the sole and exclusive property of the District. No Work Product produced, in whole or in part, under the agreement shall be subject to private use, copyright, or patent by the successful bidder without the prior written consent of the District. The District will have all rights, titles, and interests in the Work Product, including the right to secure and maintain copyright, trademark, and/or patent rights in the name of the District, excluding any underlying pre-existing intellectual property. The District may use the successful bidder's name in conjunction with the sale, use, performance, and distribution of the Work Product for any purpose and in any medium.
7. **EQUIPMENT AND FACILITIES:** The successful bidder will furnish, at their own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services. The District will provide the successful bidder access to all needed records and materials held by the District, deemed pertinent and necessary for the completion of the services unless such materials are confidential and not subject to disclosure.
8. **DEVOTION OF TIME:** The successful bidder shall devote the necessary time and energy to perform its duties under the agreement satisfactorily. Should the District require services not included in the agreement, the successful bidder will make reasonable efforts to accommodate the District's additional requirements without decreasing the effectiveness of their performance.
9. **INSURANCE:** During the term of the agreement, the successful bidder, at their sole cost and expense, will procure and maintain the following insurance:
 - **Commercial General Liability Insurance:** Coverage at least as broad as ISO form CG 00 01, with a minimum of \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage, including blanket contractual liability. The successful bidder's general liability policies will be primary and not seek contribution from the District's coverage, endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to include the District and its officers, officials, employees, and volunteers as additional insureds.
 - **Sexual Abuse-Molestation Coverage:** For services involving hired/volunteer adults working with students, the successful bidder will provide coverage with a limit of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
 - **Business Automobile Liability Coverage:** For services involving vehicle operation, the successful bidder will provide coverage for owned, non-owned, and hired autos with a minimum of \$2,000,000 per accident.
 - **Professional Liability Coverage:** For professional services from licensed professionals, the successful bidder will provide coverage for professional errors and omissions with a minimum of \$1,000,000 per claim and in the aggregate.
 - **Workers' Compensation Insurance:** For contractors with employees, the successful bidder will maintain Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease, including a waiver of subrogation endorsement in favor of the District.
 - **Cyber Liability Insurance:** For technology-related services involving access to the District's personally identifiable information, the successful bidder will maintain Cyber Liability Insurance with required limits of not less than \$1,000,000 per claim.

Each insurance policy required will state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice to the District, with ten (10) days for nonpayment of premium. All self-insured retentions and deductibles above \$100,000 must be declared and approved by the District.

Evidence of Insurance: Prior to commencing services, the successful bidder will furnish the District with certificate(s), additional insured endorsement(s), and waiver(s) of subrogation evidencing compliance with the

insurance requirements. Insurance will be placed with insurers admitted in California with an AM Best rating of A- VII or higher. The successful bidder will verify that all subcontractors maintain insurance meeting these requirements, with potential adjustments on a “per subcontractor” basis considering the specific work.

10. **INDEMNIFICATION:**

Indemnity for Professional Liability: When the law establishes a professional standard of care for the successful bidder’s services, to the fullest extent permitted by law, the successful bidder shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, employees, and volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel’s fees and costs, but only to the extent the successful bidder is responsible for such damages, liabilities, and costs on a comparative basis of fault between the successful bidder and the District in the performance of professional services.

Indemnity for Other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, the successful bidder shall indemnify, defend, and hold harmless the District and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including legal counsel’s fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the agreement by the successful bidder or by any individual or entity for which the successful bidder is legally liable, including, but not limited to officers, agents, employees, or subcontractors of the successful bidder, except when caused by the active negligence or willful misconduct of the District.

11. **ASSIGNMENT AND SUBCONTRACTING:** If the District enters into an agreement, the duties required under the agreement may not be assigned to any third party without the written consent of the District. In the event of an assignment by the successful bidder to which the District has consented, the assignee or their legal representative must agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in the agreement. Additionally, the successful bidder shall not subcontract any portion of the agreement without the written consent of the District. If a subcontract is approved by the District, all requirements of the agreement shall flow down and apply to the subcontractor.

12. **FINGERPRINTING AND CALIFORNIA DOJ CLEARANCE:** The successful Vendor must comply with the requirements of California Education Code section 45125, as follows:

All current and subsequent employees, volunteers, and subcontractors of the successful bidder who will, or are likely to, interact with District students are required to obtain clearance from both the California Department of Justice (CADOJ) and the Federal Bureau of Investigation (FBI). Notwithstanding the restrictions on sharing and destroying criminal background check information and the provisions of California Education Code sections 44237, 45125.1, and 56366.1, the successful bidder shall require all current and subsequent employees, volunteers, and subcontractors to submit fingerprints through the District’s background clearance process, including **Live Scan fingerprinting. This process can be completed from any Department of Justice approved fingerprint location using the District’s Live Scan form.**

In addition, the successful bidder shall require all current and subsequent employees, volunteers, and subcontractors who will interact with District students outside the immediate supervision and control of the student's parent or a District employee to enroll in the District's subsequent arrest notification service as required by California Penal Code section 11105.2.

No current or subsequent employees, volunteers, or subcontractors of the successful bidder who have been convicted of a violent or serious felony, as defined in California Education Code Section 44237 subdivision (h), shall interact with District students outside the immediate supervision and control of the student's parent or a District employee unless they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). The successful bidder agrees that their current or subsequent employees, volunteers, and subcontractors shall not interact with District students unless and until CADOJ and FBI clearances are ascertained through the District's Live Scan system.

13. **EMPLOYMENT WITH A PUBLIC AGENCY:** If the successful bidder is an employee of another public agency, they agree not to receive salary or remuneration, other than vacation pay, as an employee of another public agency for the time in which services are actually being performed under the agreement. If the successful bidder is a CALPERS or CalSTRS annuitant, they must disclose this fact to the District before signing the agreement and will be compensated through the District's Payroll and Benefits department.
14. **ANTI-DISCRIMINATION:** The District requires that there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Therefore, the successful bidder must comply with applicable 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. The successful bidder must also require like compliance by all its subcontractors.
15. **WORKPLACE VIOLENCE PROHIBITION/RIGHTS:** Consistent with SB 553 as incorporated into Section 527.8 of the California Code of Civil Procedure, the District and the successful bidder must comply with the law authorizing any employer whose employee has suffered unlawful violence or a credible threat of violence at the workplace to seek a temporary restraining order and an order after hearing on behalf of the employee and other employees at the workplace. An employer is required to include a Workplace Violence Prevention Plan as part of their effective Injury and Illness Prevention Program (IIPP). Without fear of reprisal, District employees, other employers (successful bidder), and their employees must report violent incidents, threats, or other workplace violence concerns to the District or law enforcement. When applicable, the District will share information with the successful bidder and their employees. The successful bidder and their employees' respective roles may include participation in the Workplace Violence Prevention Plan for reporting, investigating, and recording incidents.
16. **SAFETY, SECURITY, CONTROLLED SUBSTANCES:** The successful bidder is responsible for maintaining safety in the performance of the agreement. The successful bidder shall adhere to the District's rules and procedures pertaining to safety, security, and driving on school grounds, particularly when children are present. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, successful bidders, or subcontractors are to use controlled substances, alcohol, or tobacco on school sites. Upon arriving each day, the successful bidder's employees and agents must report to the school's main office, scan their California Driver's License or other official ID into the school's digital visitor system, Hall Pass, and receive a daily visitor ID, which they must wear at all times while on site.

17. **NO SOLICITATION:** To avoid interruption to the education of students and the operation of District schools, the successful bidder shall not engage in any sales or the solicitation of business on any District property or through the use of any District resources or systems, without the express prior written consent of the District's Chief Business Official or designee, which must be obtained at least five days in advance of any such sale or solicitation.
18. **STUDENT DATA PRIVACY:** If the successful bidder will provide technology services involving the digital access, use, storage, or management of student records, the successful bidder must sign a separate California Student Data Privacy Agreement in compliance with Education Code Section 49073.1. and attach a student data privacy certification for compliance with Education Code section 49073.1. The California Student Data Privacy Agreement is available through the District. Student records include any information directly related to a student maintained by the District or acquired directly from the student through the use of instructional software or applications assigned to the student by a District employee.
19. **RECORD RETENTION AND AUDIT:** The successful bidder shall establish and maintain books, records, and systems of account in accordance with generally accepted accounting principles, reflecting the services and transactions completed under the agreement. The successful bidder shall retain such records throughout the term of the agreement, during any extensions or renewals, and for three (3) years thereafter. Additionally, pursuant to Government Code Section 8546.7, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit by the State Auditor as specified in the Government Code. The successful bidder shall permit the District or an independent auditor to audit, review, and make copies of all such records. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to the successful bidder and shall conduct an audit(s) during the successful bidder's normal business hours unless the successful bidder otherwise consents.
20. **LIMITATION OF DISTRICT LIABILITY:** Other than as provided in the agreement, the District's financial obligations under the agreement shall be limited to the payment of Fees identified in the Awarded Vendors agreement and in any subsequent Amendments. Notwithstanding any other provision of the agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the agreement for the services performed in connection with the agreement.
21. **CONFIDENTIALITY:** The successful bidder and all their agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services. This requirement to maintain confidentiality shall extend beyond the termination of the agreement.
22. **PUBLIC HEALTH MANDATES – DISTRICT POLICY:** The successful bidder agrees to comply with all local, state, and Federal Public Health Mandates, guidance, and related District Policies and protocols.
23. **REQUEST FOR TAXPAYER ID AND CERTIFICATION:** The successful bidder will be required to complete the "Request for Taxpayer Identification Number and Certification" (Form W-9) as part of the agreement process. The District will report payment information to the Internal Revenue Service (IRS) under the name and TIN or SSN, whichever is applicable, provided by the successful bidder. If applicable, the District will provide the successful bidder and the IRS with a statement of earnings at the conclusion of each calendar year as required by the IRS and will withhold 7% from all payments for out-of-state (non-California) successful bidders, in accordance with California Revenue and Taxation Code Section 18662. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the successful bidder to account for all of the above, and the successful bidder agrees to hold the District harmless from all liability for these taxes.

24. **AGREEMENT CONTINGENT UPON BOARD APPROVAL:** The District will not be bound by the terms of any agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to the successful bidder absent that formal approval. An agreement is deemed approved when it has been signed by the Superintendent, Chief Business Official, or other Designee.
25. **PAYMENT TERMS AND CONDITIONS:** The District will pay the successful bidder for work satisfactorily rendered as per the agreement. Generally, the District must receive services before payment is made. However, the District may allow prepayments in certain cases where the District (i) finds prepayment is justified to ensure the District receives future services or obtains significant price reductions and (ii) documents the business reason.

The successful bidder shall submit invoices to the District Accounts Payable Department requesting payment for completion of the services at the specified intervals. The District shall review and validate all invoices for approval before payment and then unless otherwise agreed to in writing, remit payment within thirty days of approval.

San Jacinto Unified School District
Request For Proposal
Expanded Learning Opportunities Programs
RFP #015-26

PROPOSAL FORM/SIGNATURE PAGE

Submitted herewith is our proposal to provide Expanded Learning Opportunities Programs. We propose to provide this proposal in compliance with the instructions outlined.

The Vendor will perform in accordance with the requirements outlined in this Request for Proposal. In submitting this Proposal, the undersigned acknowledges receipt of all Proposal Addenda issued by the District, as set forth below. The Vendor confirms that this proposal incorporates and is inclusive of all items contained in Proposal Addenda.

ADDENDA: The undersigned has thoroughly examined any and all Addenda issued during the RFP period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Vendor to list all addenda).

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

Acknowledge of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Proposal Addenda issued by the District, as set forth below. The Vendor confirms that this proposal incorporates and is inclusive of all items contained in Proposal Addenda.

Company Name: _____

Authorized Signature: _____

Address: _____

E-mail address: _____

Phone: _____

Fax: _____

San Jacinto Unified School District
Request For Proposal
Expanded Learning Opportunities Programs RFP #015-26
Contractor's Certificate Regarding
Workers' Compensation

(To be executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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 work of this contract.

Signature of Authorized Representative

Typed Name and Title

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

San Jacinto Unified School District
Request For Proposal
Expanded Learning Opportunities Programs
RFP #015-26

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____