



Colton Joint Unified School District

REQUEST FOR PROPOSALS FOR EXPANDED LEARNING OPPORTUNITIES CORE PROGRAM (ELOP) PROVIDERS RFP#25-026JB

**Return Proposals To:
Colton Joint Unified School District
1212 Valencia Driver
Colton, CA 92324**

**Proposals Due:
June 26, 2025 at 9:00 am**

Proposals received after this date and time will not be accepted.

Introduction

Colton Joint Unified School District (“District”) is soliciting proposals from qualified community-based organizations to provide Expanded Learning Opportunities Programs (ELOP) for TK–8 students across multiple school sites. This RFP focuses on expanding and supporting existing ASES and 21st Century Community Learning Centers (21st CCLC) programs and filling additional programmatic needs across non-instructional days, summer sessions, and extended after school hours. Multiple awards may be made.

From the period beginning on the date of the issuance of this Request for Proposal (“RFP”) and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or Proposer representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the Agreement with any member of the District, Governing Board, or selection members, with the exception of the RFP Addenda / Clarification process outlined in Section 7 of this RFP. Any such contact shall be grounds for the disqualification of the Proposer submitting an RFP submittal.

Firms should note the District, like other leading public and private organizations around the country, holds the highest standards of business ethics and integrity when it comes to our relationships with our consultants and contractors. The taking of any action to influence the purchasing, contracting, policy or other decisions under consideration by District officials during this process is strictly prohibited.

District Background

The Colton Joint Unified School District (CJUSD), established in 1872, is a public school district located in San Bernardino County, California. It serves approximately 19,000 students across 29 schools, including 18 elementary schools, 4 middle schools, 3 comprehensive high schools, 2 alternative and continuation high schools, 1 child development center (preschool and Head Start), and 1 adult school.

CJUSD's jurisdiction encompasses the City of Colton, all of Bloomington and Grand Terrace, and portions of Fontana, Rialto, San Bernardino, Loma Linda, and Riverside, covering a total area of 48 square miles. Additional detailed information about the District may be found at www.cjusd.net

The District is participating in the ASES Expanded Learning Opportunities Program as outlined by the California Department of Education. It is our desire to provide our school communities with a coordinated system of effective programs, services, and resources that, in partnership with district and site administrators, teachers, support staff, families,

and community organizations and agencies, foster safe, caring, learning environments where all students flourish and achieve at their highest potential.

It is our vision that the students experience a seamless transition between the regular school day and the after-school program from a program that would expand upon learning opportunities provided during the regular school day including homework assistance, essential grade-level skills, data-driven instruction, behavioral expectations, social-emotional support embedded into all activities and lessons, student voice and choice and a comprehensive arts program. Students will be provided with an equal opportunity to succeed by promoting intellectual growth, creativity, self-discipline, cultural and linguistic sensitivity, democratic responsibility, economic competence, and physical and mental health so that each student can achieve his or her maximum capability.

General Instructions

Submittal Response

The Proposer shall submit one (1) original unbound as well as one (1) electronic copy (USB flash drive) of their submittal on or before 9:00 a.m. (local time), June 26, 2025, to:

Purchasing Department
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Responses received after 9:00 a.m., June 26, 2025, will be rejected by the District and returned without review. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District's Purchasing Department confirming receipt by the above-specific deadline.

The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay in mail service or other method of delivery used by the Proposer. Faxed and/or emailed RFPs will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words

“RFP No. 25-026JB Expanded Learning Opportunities Core Program (ELOP) Providers”

Proposal package(s) submitted by Proposer(s) must include their Proposal, all executed Exhibits, and sealed Cost Proposal package. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

All responses shall be firm offers subject to acceptance by the District and may not be

withdrawn for a period of sixty (60) calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

Critical Dates

Proposal Due Date: It is mandatory that proposals in response to this RFP shall be submitted in a **SEALED envelope or box, no later than June 26, 2025 at 9:00 am.** All proposals must be submitted to:

**Purchasing Department
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324**

Proposals received after the deadline will be returned unopened.

Questions from Respondent

All questions or comments regarding this RFP must be in writing and received no later than **9:00 a.m. (local time) on June 16, 2025.** Any written or called in questions submitted after the deadline, will not be answered. Any questions relative to the proposal shall be directed, in writing via email, to **JoAnn Baeza, Purchasing Director** at joann_baeza@cjusd.net

Subject Line: RFP 25-026JB Expanded Learning Opportunities Core Program (ELOP) Providers

No question will be answered directly but will be addressed through an addendum.

RFP Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be posted on the District website. The District shall not be held liable for oral representations made by its officers, employees, or agents. Any addenda may be sent by e-mail to all vendors on our bidders list. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by visiting the District website prior to the submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. **Proposers shall not contact any other employee, officer, or representative of the District regarding this proposal.**

Confidential Information

The proposal and any other supporting materials submitted to the District in response to this RFP, if requested, will not be returned, and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. It is understood that a proposal made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Proposer's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Proposer should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

Disclosure and Trade Secrets

The data on pages of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, shall be reviewed as containing information which are trade secrets, disclosure of which would cause substantial injury to the Proposer's competitive position. The Proposer by using this annotation method requests that such data be used only for the evaluation of its proposal but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

Conflicts of Interest

The Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the Proposer in: (1) preparing its response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible agreement; or (4) engaging in any other activity prior to the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers, and Proposers shall not include any such expenses as part of their responses.

No Commitment to Award

Issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFP, to

negotiate with more than one Proposer(s) concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

Withdrawal of Proposal

The Proposer or proposing team may withdraw his/her response at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Proposer's organization to the attention of JoAnn Baeza, Purchasing Director. All Proposer(s) must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the RFP.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner will not be considered.**

District's Representative

The District's representative will be:

**JoAnn Baeza
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324
Ph:(909) 580-6671
RFP #25-026JB Expanded Learning Opportunities
Core Program Providers**

Scope of Work

Services to be Performed

The District is soliciting proposals for Expanded Learning Opportunities Core Program (ELOP) Providers to provide and implement an effective and engaging after-school programs that align with CJUSD goals and the California Department of Education's (CDE) ASES program standards. The selected provider(s) will:

Proposers must clearly address the following program models and associated service parameters:

1. Non-Instructional Day Programs

- **Non-21st CCLC Funded Elementary Schools (9 sites)**
 - Duration: 31 days per year
 - Hours: 9 hours/day
 - 100 students per site
 - Services: Enrichment, academic support, meals/snacks, supervision
- **21st CCLC Funded Elementary Schools (9 sites)**
 - Duration: 31 days per year
 - Hours: 3 hours/day
 - 100 students per site
 - Services: Must align with 21st CCLC program goals and compliance
- **Middle Schools (4 sites)**
 - Duration: 18 days per year
 - Hours: 6 hours/day
 - 100 students per site
 - Services: Age-appropriate academic and enrichment content

2. Transitional Kindergarten and Kindergarten After School Care

- Sites: 18 elementary schools
- Days: 180 regular school days
- Hours: Up to 6 hours/day
- Ratios: 10:1 student-to-staff
- Initial Enrollment: 20 students per site, with a plan to scale staffing as needed

3. Expanded Learning Program at Terrace View Elementary

- Modeled after ASES structure
- Days: 180 regular school days
- Students: 85
- Services: Academic support, enrichment, SEL, wellness activities

4. Staffing to Eliminate Waitlists at CJUSD's Expanded Learning Sites

- Objective: Serve an additional 1,200 students above existing capacity
- Staffing: Initial 60 staff members, maintaining 20:1 ratio
- Requirement: Plan for responsive staffing as enrollment grows

Contractor Requirements:

Organizations that apply for the CJUSD ELOP Core Program Providers role must be able to comply with all requirements outlined in the CJUSD Standard Agreement for Services should they be chosen as CJUSD ELOP Provider. Additional contractor requirements include:

- At least three years of experience as an organization providing school-based afterschool programming to schools and districts.
- Ensure programs operate with a minimum staff-to-student ratio of 1 to 20, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a staff-to-student ratio of no more than 1 to 10 unless otherwise advised due to the health and safety of the students.
- Ensure spaces and school grounds used by the contractor are kept clean and orderly.
- Ensure that all provider employees meet the minimum qualifications for a district para-educator.
- Ensure that all provider employees have completed Tuberculosis (TB) test, Federal, and state fingerprint clearance.
- Ensure that student behavioral expectations are in alignment with the school day by working with the school site coordinator and administration.
- Demonstrate the ability to participate in required program evaluation activities, including a collection of reliable and valid outcome measures.
- Ensure communication with school site staff after school program staff, site after school coordinator, site administration, and families of pupils.
- Work collaboratively with District's site coordinator to collect reliable and valid data to inform program planning and budgeting.
- Maintain and submit an accurate recording of the following documentation: curriculum, late arrival early release policy, attendance policies, student sign-in/sign-out records, staff personnel records, and monthly attendance reports.
- Share space and work cooperatively to support students' needs and interests.
- Implement approved practices to improve the health, wellness, and self-care of all students.

Response Format and Content

Presentation

No proposal shall receive consideration by the District unless made in accordance with the instructions detailed herein. The proposal must be in black or blue ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. No oral, telegraphic, facsimile or telephonic modifications will be accepted.

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed ten (10) single-side pages in length, excluding the Executive Summary Letter, Table of Contents, Divider Tabs, and the required Exhibits. The form, content, and sequence of the response should follow the outline presented below.

Proposer Identification

Each proposal must state the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Proposer's failure to properly sign required forms may result in rejection of proposal.

Response Content

The following format has been prepared as the guide for the development of the proposal in response to the RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Submittals must be limited to responses to the questions and issues outlined below.

All individuals that will be directly involved with this scope of work should be identified and represent the Proposer in all discussions, interviews, and demonstrations.

Executive Summary

The executive summary shall be addressed to Ms. JoAnn Baeza and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

1. Legal name of the provider/organization.
2. State whether the provider is local, national, or international.
3. Type of provider (individual, corporation, etc.).
4. Provide a brief description of your organization, including the number of years in business.
5. Number of employees located in Southern California counties (San Diego, Orange, Los Angeles, Riverside, San Bernardino, etc.).
6. Date provider was established
7. Business License Number
8. Tax Identification Number
9. Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.

Table of Content

Table of Contents is to be included in the RFP.

Project Understanding

In this section, Proposer(s) is to provide a written narrative discussing in sufficient detail their understanding of the RFP's scope and services required. Structure this section by addressing the following areas:

Organizational Background:

Please demonstrate your knowledge and expertise in achieving the required scope of work. Describe your organization including background, experience, and a list of existing services provided. Describe the administrative support available to the program. List the personnel responsible for the management and supervision of the program. Describe the program-level staff in terms of numbers, job titles, and responsibilities.

Program Design:

- Provide a details description of the services that are being offered. Describe the range and type of programs that will be offered.
- Describe how the proposed program's unique features will address the needs of CJUSD students and their families and how the programs are expected to improve student learning, including learning in the core academic areas of reading/language arts, mathematics, history-social science, and science.
- Describe the capacity of the program including the number of sites that can be served at a time and the number of students that can be served per site. Describe how proposer will meet the required staffing ratios.
- Describe what students will know, and be able to do at the conclusion of the program. Describe the culminating activities or projects that will be completed by students.
- Describe a typical day in the program and weekly schedule (not included in the page requirement).
- Describe the program materials that will be provided to students (i.e., pencils, paper, enrichment materials, art supplies, equipment, etc.).
- Describe how the program aligns with the California Quality Standards for Expanded Learning: <https://www.afterschoolnetwork.org/post/quality-standards-expanded-learning-California>.
- Describe how the organization will communicate information about the program to parents, school personnel, and the community in a manner that is understandable and accessible.

Project Evaluation and Sustainability Plan:

- Describe the project evaluation plan including student attendance and measures of success for improving the academic performance in reading/language arts and mathematics of students who are low performing or are at high risk of failure.
- Describe how children's individual needs will be shared with the district and site Administrator as well as individual classroom teachers.
- Sustainability Plan: Describe the plans for the continuous strengthening of the partnership between CJUSD, other community-based organizations, as well as other public or private organizations (if applicable).

References and Expertise:

Please provide at least 3 recent (over five years) districts or other entities for whom your organization has provided services similar to what is being requested in this RFP. If referencing school districts, it should be similar in size to Colton Joint Unified School District. Please include the following information below:

- **Year(s):** i.e., 2024

- **Institution/Entity:** i.e., XYZ USD
- **Contact Person:** i.e., Smith, John
- **Title:** i.e., Staff
- **Contact Phone Number:** i.e., (619) 555-5555
- **Dollar Value of Project:** i.e., \$XX,XXX,00

Knowledge and Experience

Please demonstrate your knowledge and expertise in achieving the required scope of work.

Cost Proposal:

Proposals must include a detailed budget that reflects the total cost of program operations, including staffing, materials, administrative costs, and any other expenses. Costs for facilities will be covered by the District and should not be included. Budgets must clearly delineate the use of ASES grant funds and any other supplemental funding.

Cost proposal must include:

- Student capacity. Keep in mind that we have a 20 to 1 student-to-staff ratio requirement for 1st through 6th grade and a 10 to 1 ratio for TK/K.
- List of supplies included in the program
- Cost structure (i.e. per pupil, per class session, etc.)

Insurance (Limit: 1 Page – Not including Supporting Documentation)

Proposer(s) are to provide a letter from their insurance company indicating their ability to provide insurance. The following are the insurance requirements:

Proposer shall, at all times during the term of this RFP and contract, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Proposer. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a financial strength rating of at least A-.

Respondent agrees to maintain in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$2,000,000. Further, if such insurance is on a claim-made basis, Respondent agrees to maintain in full force and effect such insurance for one year after the performance of work under this Agreement, is completed.

- Proposer agrees to maintain in force, at all times, during the performance of work under this RFP and contract, Worker's Compensation Insurance as required by law of the State of California.
- All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without ten (10) days prior written notice to the District. Proposer agrees that it will not cancel or reduce said insurance coverage.
- Proposer agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at Proposer's expense, the premium thereon.
- At all times during the term of this contract, Proposer shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on ten (10) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Proposer shall promptly file with the District such certificate or certificates.
- The insurance provided by Proposer shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

RESPONSE EVALUATION AND CONTRACT AWARD

Method of Award

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality or non-substantive irregularity in the proposals as the interests of the District may require.

As a means of maintaining the integrity of the formal evaluation process, contacts with individual members of the evaluation committee, district officers, employees or agents, or members of the Board, on behalf of any proposer relative to this RFP, other than the RFP Addenda / Clarification process outlined in this RFP, shall be considered inappropriate and WILL lead to disqualification of the Proposer.

The District reserves the right to award a contract in response to the RFP at any time up to ninety (90) days from the date set for submittal of proposals.

Evaluation Criteria

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection of a Proposer will be dependent upon both the RFP response and cost proposal.

All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals that appear to be compliant shall be evaluated on a points system in accordance with the following:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Cost/Pricing – The District will consider and rate all costs submitted by proposal.	10 Points Maximum
Experience – The District will consider and rate the proposer's experience in working with after school programs in CJUSD and surrounding school districts.	10 Points Maximum
Program Design – The District will consider and rate the level to which the design and function of the proposer's program meets the needs of the students and the	30 Points Maximum

program as a whole.	
Elements of Quality Standards for After School Programming – The District will consider and rate the proposer's response to how elements of the Quality Standards for Expanded Learning Opportunities Core Program Providers will be addressed and incorporated into the Program Design.	10 Points-Maximum
Total Points from Written Proposal	60 Point Maximum

The lowest price proposal will not necessarily be selected, and technical components will be weighed more heavily than cost to ensure that the District is procuring the best value versus lowest price. Overall responsiveness to the RFP is an important factor in the evaluation process.

Once the final firm has been determined and approved by our Board of Education a notice of award will be issued.

Contract Type

The contract awarded as a result of this solicitation shall be a fixed price contract/MOU for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by Proposer. A form contract for this solicitation has been provided as Exhibit C. Proposers must be willing to sign the attached contract once final term and costs are negotiated. REQUESTS FOR NON-SUBSTANTIVE CHANGES must be provided promptly by Proposer with specific requested modifications prior to bid or with the bid proposal. DISTRICT RETAINS THE DISCRETION TO ACCEPT OR DENY A PROPOSER'S CHANGES TO THE FORM CONTRACT AS IT DEEMS APPROPRIATE.

Contract Award

The District reserves the right to apportion the requirements of this RFP among multiple Proposers if this is determined to be in the District's best interests. The contract(s) resulting from this RFP will be required to be approved by the District's Board of Education. No minimum amount of work is guaranteed.

The District anticipates awarding a one year contract for the period of July 1, 2025 through June 30, 2026 with the option to renew each contract for an 4 additional one year periods at the District's sole discretion.

General Provisions

Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

Amendments

The terms and conditions contained in the RFP and Contract as negotiated after the selection may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued during the time of the RFP process shall form a part of the proposal issued to Proposer(s) for the preparation of their proposals and shall constitute a part of the contract documents.

News Release

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

Invoicing

Proposer shall issue separate invoices by the 10th of each month for all services provided. The Invoice shall be presented on company letterhead.

For the District's portion of the billable amount, invoices shall be submitted to accountspayable@cjusd.net OR mailed to:

Accounts Payable
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Each invoice should reference the assigned purchase order number.

Disputed Charges/Billing

In the event that the District reasonably determines that there is a material discrepancy between the Proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the Proposer, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the Proposer, both parties agree to arbitration by an impartial third party. The contracted Proposer shall not disrupt the online hotline or website with the District for such issues pending resolution.

Proposal Negotiations

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

Telephone

Any expense resulting from long distance phone calls related to this project shall be paid for by the Proposer. The District reserves the right to make "collect" long distance telephone calls to any Proposer, or the Proposer must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, work status checks, order placement, etc.

Assignment

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

Anti-discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

Governing Law and Venue

In the event of litigation, the documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Bernardino County.

Gratuities

Proposer(s) shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if the Proposer should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of his sub-consultant should violate any of the provisions of this contract, the District may serve written notice upon it and its surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.

Checklist of MANDATORY Response Content

(For Proposer's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- RFP Cover Page
- Executive Summary
- Table of Contents
- Contractor's Certificate Regarding Workers Compensation
- Non-Collusion Declaration
- References

Exhibit A: RFP COVER PAGE

June 2025

Colton Joint Unified School District

*Expanded Learning Opportunities Core Program (ELOP)
Providers*

Organization:

RFP Contact Person:

Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

The undersigned authorized chief administrative official submits this proposal on behalf of the applicant agency, attests to the appropriateness and accuracy of the information contained therein, and certifies that this proposal will comply with all relevant requirements of the applicable laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals, and objectives as stated therein. The following signatures and other printed information are required.

Authorized Signature: _____

Date: _____

Name (typed or printed):

Phone: _____

Email: _____

Address: _____

Exhibit B: NON-COLLUSION DECLARATION

(To be executed by Proposer and submitted with Proposal)

NON-COLLUSION DECLARATION

Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**
of _____ **[PRINT FIRM NAME]**, 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 the following date:

Date: _____

Proper Name of Bidder: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit C:

AGREEMENT FOR SERVICES

COLTON JOINT UNIFIED SCHOOL DISTRICT

1212 VALENCIA DRIVE, COLTON, CALIFORNIA 92324 • (909) 580-6671

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the Colton Joint Unified School District, hereinafter referred to as the "DISTRICT," and _____, hereinafter referred to as the "CONSULTANT."

1. SERVICES TO BE PERFORMED BY CONSULTANT

- a) **Scope of Work.** CONSULTANT agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by DISTRICT (provide attachment if necessary):

- b) **Staffing.** CONSULTANT may, at CONSULTANT's own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement. DISTRICT will not train, control, direct, or supervise CONSULTANT's assistants or employees in the performance of those services.
- c) **Independent Contractor.** Consultant is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONSULTANT, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.
- d) **Public Entity Employee.** If CONSULTANT is a regular employee of a public entity, all services which CONSULTANT renders under this Agreement will be performed at times other than CONSULTANT's regular assigned work day for said entity or during periods of vacation or leave of absence from said entity, using CONSULTANT's own resources.

2. COMPENSATION

- a) **Compensation for Services.** Except as otherwise provided in this Agreement, DISTRICT agrees to compensate CONSULTANT for services rendered under this Agreement as follows:


b) **Travel Expenses.** DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT under this Agreement unless specified below under section 2(c). Should travel or other expenses be specified below, CONSULTANT shall be entitled to the lesser amount of

1. The not to exceed amount stated, or
2. The actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to this Agreement.

c) Summary of Compensation

Services: _____

Travel Expense: _____

Total contract amount not to exceed (*services + travel*) _____

d) **Retired STRS or PERS.** If this Agreement is with an individual consultant, CONSULTANT shall notify the DISTRICT whether or not CONSULTANT is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).

e) **Income Tax.** DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement but, if applicable, will provide CONSULTANT with a statement of earnings at the end of each calendar year. CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

f) **Documentation Required For Payment.** Unless specified below, payment for services and travel shall be made by DISTRICT to CONSULTANT after services/travel has been completed and consultant submits documentation for payment (e.g. consultant invoice).

3. TERM OF AGREEMENT

The term of this Agreement is from _____ through _____, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. OBLIGATIONS OF CONSULTANT

a) **Services Performed.** During the term of this Agreement, CONSULTANT agrees to diligently prosecute the work specified in the "Services to be Performed by Consultant" to completion. CONSULTANT may represent, perform services for, and be employed by such additional clients, persons, or companies as CONSULTANT, in CONSULTANT's sole discretion, sees fit.

b) **Use of District Space and Resources.** CONSULTANT will provide all space, materials, tools, and instrumentalities required to perform the services under this Agreement at CONSULTANT's expense, and shall not be entitled to reimbursement. CONSULTANT shall not be entitled to any benefits the DISTRICT may make available to its employees, including, but not limited to, office or business equipment, office space, supplies, group health, life insurance, vacation or retirement benefits.

- c) **Regulatory Compliance.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint Compliance.** CONSULTANT shall comply with the DISTRICT's Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint compliance procedures. Prior to starting any construction work at a DISTRICT facility (including demolition, drilling/penetrating, cutting/tearing, sanding, scraping, screwing/unscrewing, or other similar activities) the following requirements must be met:
 1. Contact the Facilities Planning and Operations Department (909-418-6366) to discuss the project and the planned method of construction or installation to occur.
 2. Receive and review the District's Asbestos Hazard Emergency Response Act (AHERA) Management Plan Book that identifies the known location(s) of asbestos and/or lead-based paint containing materials for the subject site to confirm these materials will not be disturbed during the course of your work.
 3. Obtain authorization from the Facilities Planning and Operations Department.
- e) **Fingerprinting.** CONSULTANT shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any interaction with the DISTRICT's pupils (whether such interaction is in person or electronic, and whether the interaction is through writing, voice or video) if CONSULTANT, including but not limited to CONSULTANT if CONSULTANT is among the agents providing services, has any student interaction outside of the immediate supervision and control of the pupils' parent/guardian or a school employee. If at any time during the term of this Agreement CONSULTANT is either notified by the Department of Justice or otherwise becomes aware that any employee of CONSULTANT, including CONSULTANT, performing services under this Agreement has been arrested or convicted of a violent or serious felony as defined in California Education Code Section 45122.1, CONSULTANT agrees immediately to notify the DISTRICT and remove said employee from performing services on this Agreement. CONSULTANT shall certify in writing to the DISTRICT that neither the CONSULTANT nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1 (Exhibit A).
- f) **Indemnification.** CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT's negligent or willful acts and/or omissions in rendering any services hereunder, including but not limited to the negligent or willful acts and/or omissions of CONSULTANT's employees and agents. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee/agent of CONSULTANT and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT's performance under this Agreement.
- g) **Insurance Requirements.** During the entire term of this Agreement, CONSULTANT shall procure, pay for and keep in full force and effect the following types of insurance:

1. **General Liability Insurance.** Commercial general liability insurance, covering bodily injury liability, property damage liability and personal injury liability of CONSULTANT with respect to the services provided by, or on behalf of, CONSULTANT under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONSULTANT's policy should have an exclusion for sexual molestation or abuse claims, then CONSULTANT shall be required to procure a supplemental policy providing such coverage.
 - a. The DISTRICT requires the Certificate of Liability Insurance to show the DISTRICT as the "Certificate Holder" and "Additional Insured" on the CONSULTANT'S general liability insurance policy. Requested wording in the "Description box" is as follows:

The Ontario-Montclair School District, its departments, officers, agents, and employees are additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named "Insured."

2. **Auto Liability Insurance.** CONSULTANT agrees that services in conjunction with this agreement will be conducted in CONSULTANT's office or at a DISTRICT school site and CONSULTANT will not drive Student in private or commercial vehicle to conduct assessments or conduct other business in conjunction with this agreement. Accordingly, commercial automobile insurance will not be required in conjunction with this agreement. Should CONSULTANT need to provide services in conjunction with this agreement that do require Student transportation in a private or commercial vehicle, the DISTRICT and CONSULTANT will mutually agree on services to be provided, and CONSULTANT will provide insurance as follows: Business auto liability insurance covering the use of "owned, non-owned and hired" autos by or on behalf of CONSULTANT respect to the services to be performed under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The Auto Liability Insurance policy shall include waiver of subrogation via separate endorsement.
3. **Workers' Compensation Insurance.** This coverage is required unless CONSULTANT provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONSULTANT must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' compensation policy shall include waiver of subrogation via separate endorsement.

The policies of insurance described in Paragraph (4g.1-3) listed above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (4g.1- 3) shall be provided to DISTRICT prior to the commencement of services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (4g.1-3) above without first giving the DISTRICT's Chief Business Official, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, CONSULTANT agrees to immediately provide DISTRICT true and correct copies of all new or revised certificates of insurance.

- h) **Written Consent.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

5. OBLIGATIONS OF DISTRICT

- a) **Professional Services.** DISTRICT agrees to comply with all reasonable requests by CONSULTANT and to provide access to all documents reasonably necessary for the performance of CONSULTANT's duties under this Agreement.

6. TERMINATION OF AGREEMENT

- a) **Termination without Cause.** Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- b) **Termination for Breach.** Should CONSULTANT default in the performance of this Agreement or breach any of its provisions, DISTRICT may terminate this Agreement by giving written notification to CONSULTANT.
- c) **Immediate Suspension/Termination by District.** If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of CONSULTANT's services hereunder by giving written notification to CONSULTANT of its intention to terminate.
- d) **Effect of Termination.** In the event that DISTRICT terminates this Agreement under paragraph (b) or (c) of this Section, CONSULTANT shall only be paid for those services rendered to the date of termination. All cash deposits made by DISTRICT to CONSULTANT, if any, shall be refundable to DISTRICT in full upon termination of this Agreement unless specified to the contrary below.

7. GENERAL PROVISIONS

- a) **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.
- b) **Validity of Agreement.** This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except DISTRICT may unilaterally amend the Agreement to accomplish the changes listed below:
 - (1) Increase dollar amounts; (2) Administrative changes; and (3) Changes as required by law.

- c) **Court Findings.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) **California Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) **Audit.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.
- f) **Contractual/Equitable Remedies.** CONSULTANT agrees that the DISTRICT is the sole entity against whom the CONSULTANT may seek either contractual or equitable remedies, and further agrees not to seek contractual or equitable remedies (including, but not limited to injunctive relief and quantum meruit) against DISTRICT employees or beneficiaries of the Agreement.
- g) **Board of Education Approval.** CONSULTANT warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind it hereto. This Agreement shall not become binding upon the DISTRICT until it has been duly approved or ratified by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

“DISTRICT”

“CONSULTANT”

Signature

Signature

Date

Printed Name/Title

Printed Name/Title

Date

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Email Address/

Street Address

City, State, Zip Code

Telephone Number

Exhibit A

Certification of Compliance with California Education Code Section 45125.1 (Fingerprinting)

In compliance with California Education Code Section 45125.1, I hereby certify that no owner or employee of _____ [name of CONSULTANT] (“CONSULTANT”) who may have any interaction with pupils (whether such interaction is in person or electronic, and whether the interaction is through writing, voice or video) outside of the immediate supervision and control of the pupils’ parent/guardian or a school employee, shall be permitted to have any contact with students until after I have received and reviewed a report based on their LiveScan fingerprint report that they have not been convicted of a felony as defined in California Education Code Section 45122.1. In advance of their contact with pupils, I shall certify receipt and review of a report from the LiveScan report that they have not been convicted of a felony as defined in California Education Code Section 45122.1. I also understand that I must provide to the Ontario-Montclair School District any subsequent arrest and conviction information that we receive concerning these individuals, and that I shall immediately remove the person from performing services on this Agreement. The Ontario-Montclair School District is entitled to rely upon my representations in this Certification. CONSULTANT hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of CONSULTANT to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of CONSULTANT’s employees who may come in contact with pupils.

CONSULTANT INFORMATION

Signature

Printed Name/Title

Date

Email Address/

Street Address

City, State, Zip Code

Telephone Number