



WESTSIDE UNION SCHOOL DISTRICT

April 22, 2022

NOTICE IS HEREBY GIVEN that the Westside Union School District of Los Angeles County, California, acting by and through its Board of Education, hereinafter referred to as the "DISTRICT", will receive up to, but no later than, **3:00 p.m., on May 18th, 2022**, sealed bids for the contracted services for:

WESTSIDE UNION SCHOOL DISTRICT

EXPANDED LEARNING AFTER SCHOOL PROGRAM

Bids must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Westside Union School District, Purchasing Department, 41910 50th Street West, Quartz Hill, CA. 93536. Bids received later than the designated time and date specified will be returned to the Vendor unopened. Facsimile or email submittals of the bid will not be accepted. There will be no public opening of bids.

The DISTRICT reserves the right to accept or reject any or all bids or any combination thereof and to waive any informality in the bidding process. Copies of the bid documents may be obtained from the Westside Union School District website or by contacting Jeri Holmes in our Purchasing Department via email to purchasing@westside.k12.ca.us.

Submission of a bid indicates acceptance by the Vendor of the conditions contained in this Request for Bid, unless clearly and specifically noted in the bid submitted and confirmed within the contract between the DISTRICT and the agency selected.

SECTION A: ELOP GENERAL INFORMATION

This bid is being issued by the DISTRICT for the purpose of selecting one or more Extended Learning Program Providers to assist the DISTRICT in planning, structuring and implementing the Expanded Learning Program. The DISTRICT reserves the right to amend the scope and/or scale of the program based on funding. This program must meet the following requirements:

- Is available for up to three (3) hours after school for each day that students are in session (180 days/school year) for students grade TK through 6th grade.

- Is available for nine (9) hours a day for at least thirty (30) school days that students are not in session.
- Is provided for 500 to 1,800 students for the 2022-2023 school year with ability to scale up in subsequent school years.
- Provides a staffing ratio of one (1) adult to every ten (10) transitional kindergarten students and one (1) adult to every twenty (20) students grades Kindergarten through sixth grade.
- Is free of charge to low income families with services paid for by the DISTRICT.
- Provides flexible attendance to meet the needs of families.
- Provides a safe, secure on-site after school environment for children that is both enriching and enjoyable.

Per CDE: "Expanded learning" means 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. It is the intent of the District that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The Expanded Learning Opportunities Program is authorized by Item 6100-110-0001 of the 2021–22 Budget Act (Senate Bill 129, Chapter 69, Statutes of 2021), and Assembly Bill (AB) 130, Chapter 44, Statutes of 2021, as amended by AB 167, Chapter 252, Statutes of 2021. Westside Union School District will operate the Expanded Learning Opportunities Program pursuant to the requirements in California Education Code Section 4612.

SECTION B: GENERAL PROVISIONS

Due Date: Proposals shall be due **May 18, 2022 no later than 3PM**. Proposals shall be delivered to:

Jeri Holmes, Purchasing Dept.
Westside Union School District
41910 50th Street West
Quartz Hill, CA 93536

Questions: To be submitted via email to Jeri Holmes at purchasing@westside.k12.ca.us five (5) business days prior to the bid due date.

Acceptance of Terms and Conditions: Bidders understand and agree that submission of a bid constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms and conditions in this Bid. The DISTRICT reserves the right to further negotiate the terms and conditions of the Agreement. Proposers will be deemed to have read, understood and accepted those terms and conditions unless specific changes are requested in the bid submitted and are accepted by the DISTRICT.

Insurance: Vendor shall provide evidence of insurance with the following minimum limit of liability:

General Liability

- Commercial General Liability with a \$3,000,000 per occurrence and \$5,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage.
- Vendor's insurance to be primary and noncontributory.
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- Westside Union School District is to be named as "Additional Insured."

Automobile Liability

- \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- Workers' Compensation/Employer's Liability
- Certificate of Insurance indicating "statutory" limits.
- 30-day notice of intent to cancel, non-renew or make material changes in coverage.
- Employer's Liability, \$1,000,000.

Childhood Sexual Assault

- \$3,000,000 per occurrence or claim
- Vendor's insurance to be primary and noncontributory.
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- Westside Union School District to be named as "Additional Insured."

Vendor shall not commence the performance of the Contract without such proof of insurance. Vendor shall provide proof of insurance coverage subsequent to the Notice of Award or shall be deemed non responsive.

Hold Harmless: Vendor shall hold harmless, defend and indemnify DISTRICT and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

Evaluation Process: All RFP Responses will be given thorough review. All evaluation material will be considered confidential and not released by the DISTRICT. The DISTRICT reserves the right to make the award that is most advantageous to the DISTRICT. **SEE SECTION F: EVALUATION OF STATEMENT OF PROPOSALS**

Interviews: The DISTRICT, if deemed necessary, will hold Vendor interviews **May 25th, 2022- May 27, 2022**. Vendors shall be notified of their interview at least 24 hours in advance.

Contract: DISTRICT reserves the right to reject any or all proposals, or to waive any irregularities or

informalities in any Bid or in the bidding.

Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Vendor agrees to 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.

Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Vendor shall receive no compensation and shall repay DISTRICT for any compensation received by Vendor hereunder, should Vendor aid, abet or knowingly participate in violation of this section.

Drug Free/Smoke Free Policy: The Vendor understands that the DISTRICT does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on DISTRICT property. The Vendor agrees to adhere to this policy for its students, staff, visitors, employees and/or subcontractors.

DISTRICT's Right to Terminate Contract:

Termination for Cause

If Vendor refuses or fails to deliver the services with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Vendor should be adjudged bankrupt, or if Vendor 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 should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver materials as to ensure complete delivery within the time specified, or if Vendor persistently disregards laws, ordinances or instructions of DISTRICT, or if Vendor should otherwise be guilty of a substantial violation of any provision of the Agreement, then Vendor shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Vendor of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of one hundred twenty (120) days, cease and terminate. In such a case, Vendor shall not be entitled to receive any further payment until performance is completed.

Termination for Convenience

DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause as of the end of the current school year, upon not less than sixty (60) days of prior written notice to the other party.

In case of such termination for DISTRICT's convenience, Vendor shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

Arbitration: Any disagreement regarding the interpretation, meaning or effect of any provision of the Contract shall be settled by arbitration if so requested by both parties in writing. In case of such a joint written request, the parties agree that within sixty (60) days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

Length of Contract: The DISTRICT intends to enter into a one (1) year contract for services beginning July 1, 2022, with two (2) options to extend the contract for an additional one-year based on satisfactory service and performance.

Invoicing & Payments: Tuition shall be paid by the DISTRICT based on student eligibility. The Vendor shall be paid on a monthly basis upon submission of acceptable invoices. All invoices shall be approved by the DISTRICT's designee prior to payment. Vendor shall work in coordination with the DISTRICT's accounting department to develop acceptable invoices. Payment terms shall be net-30 days.

SECTION C: SCOPE OF WORK

Program Elements: Vendor shall serve as the lead agency for the after school program. The program shall consist of two elements to support students: 1) academic assistance with homework and 2) enrichment and physical activities.

Academic Assistance: After school programs must include tutoring and homework support. This academic assistance must be aligned with the pupils' regular academic programs and must assist students in meeting and exceeding state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

Enrichment and Physical Fitness: After school programs must provide an enrichment element that offers participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the regular academic program. Proposed enrichment activities may include, but are not limited to, the following:

- Physical fitness, games and activities
- Art
- Music
- Computer and technology training
- Recreational activities
- Social and emotional learning
- Leadership and entrepreneurial skills development
- Character education programs

Staff Requirements: The successful bidder must have the appropriate licensing required to operate the program.

Staff Minimum Qualifications: Proof of these qualifications must be made available to the DISTRICT upon request.

A high school diploma or its equivalent, fingerprinting clearance (Education Code Section 45125.1(e).), current negative TB Test results, and Child Abuse and Neglect Reporting Act- Mandated Reporter Certification (California Penal Code § 11164 – 11174)

Facility: This program shall operate within a building designated by the DISTRICT. The facilities will continue to be owned by the DISTRICT, however, the program will be operated by the Vendor. The DISTRICT will not impose a rental charge and will cover normal utility, janitorial and maintenance costs. A limited space for storage of Vendor's equipment and materials will be provided.

Snacks/Beverages: The DISTRICT's Nutrition Services department shall have the right to provide snacks/beverages for the program. If the DISTRICT elects to have the Vendor provide this service, the Vendor shall comply with all Federal and State meal and snack requirements.

Management: The Vendor shall work in coordination with the DISTRICT for student enrollment into the program. Vendor shall designate contact(s) for school site administration, parents, and DISTRICT's accounting department.

SECTION D: BID FORM & QUESTIONNAIRE

TO: WESTSIDE UNION SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM: _____
Proper Name of Vendor

Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Vendor, having become familiarized with the terms of the complete Bid Documents, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the services, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the service and complete in a good workmanlike manner all of the work required in connection with WESTSIDE UNION EXPANDED LEARNING AFTER SCHOOL PROGRAM, all in strict conformity with the Bid Documents.

In submitting this Bid, the Vendor acknowledges that the Instructions to Vendors and Scope of Work are an integral part of the Contract Documents and that both have been read, understood and accepted by Vendor. Vendor understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Vendors and Scope of Work and further agrees to strictly abide by their meaning and intent.

It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period of 120 days.

It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract as provided by the DISTRICT with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified by the DISTRICT at time of award within five (5) business days after receipt of Board approved agreement.

Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

The name of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: Vendor or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co-partners composing firm; if Vendor or other interested person is an individual, state first and last name in full.)

If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation.

I, the below-indicated Vendor, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Vendor Representative

Street Address

City, State, and Zip

Phone Number / Fax Number

E-Mail

By: _____ Date: _____
Signature of Contractor Representative

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink

QUESTIONNAIRE: Please provide the below requested information on your Company letterhead

1. **EXPERIENCE, VISION, MISSION, AND PURPOSE:** Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in the Bid. Describe your organizational structure. Provide your organizational chart. Do you have a State license to operate childcare? If yes, what is the licensing agency and provide the name and contact information for the agency.
2. **SAFE AND SUPPORTIVE ENVIRONMENT:** Describe how the program will provide opportunities for students to experience a safe and supportive environment. Please include your supervision plan, the method used to account for and track the whereabouts of each student in the program, and safety plans.
3. **ACTIVE AND ENGAGED LEARNING:** Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day. Please include a sample lesson plan, snack menu, program schedule, or other relevant information.
4. **SKILL BUILDING:** Describe how the program will provide opportunities for students to experience skill building.
5. **YOUTH VOICE AND LEADERSHIP:** Describe how the program will provide opportunities for students to engage in youth voice and leadership.
6. **HEALTHY CHOICES AND BEHAVIORS:** Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.
7. **SYSTEMS OF COMMUNICATION:** Describe methods for communication and collaboration with key stakeholder groups such as the school board, site leadership, teachers, parents and other community members.
8. **DIVERSITE, ACCESS, AND EQUITY:** Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.
9. **QUALITY STAFF:** Describe how the program will provide opportunities for students to engage with quality staff. Please include staffing qualifications, training programs, and professional expectations.
10. **COMPLAINT PROCEDURES :** Describe systems and timelines to resolve disputes.
11. **COLLABORATIVE PARTNERSHIPS:** Describe the program's collaborative partnerships.
12. **CONTINUOUS QUALITY IMPROVEMENT:** Describe the program's Continuous Quality Improvement plan.
13. **PROGRAM MANAGEMENT:** Describe the plan for program management.

SECTION E: PROPOSED FEES / PRICING STRUCTURES

- Vendor must submit a detailed description of the vendor's pricing structure and fees associated with operating this program on behalf of the DISTRICT

SECTION F: EVALUATION OF STATEMENT OF PROPOSALS

- Vendors MUST be able to meet ALL program requirements established in **SECTION A: ELOP GENERAL INFORMATION**. Any vendor who cannot meet these guidelines will be disqualified from the bidding process.
- Vendors MUST be able to provide evidence of insurance with the minimum limits of liability as established in **SECTION B: GENERAL PROVISIONS**. Any vendor who cannot meet these guidelines will be disqualified from the bidding process.
- **SECTION D: BID FORM & QUESTIONNAIRE** and **SECTION E: PROPOSED FEES / PRICING STRUCTURES** will carry equal weight (50% each) throughout the evaluation process.
- Each **QUESTION** in **SECTION D** will be evaluated on a rubric scale of 1 to 4 and weighted equally.
- **SECTION E** will be evaluated on a value-for-money scale as a per pupil expense.

SECTION G: ADDITIONAL LEGAL REQUIREMENTS

Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school

expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 non school days, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to

the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766). **EC**

Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.