



VISALIA UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

RFQ No. 24-06

EXPANDED LEARNING ENRICHMENT

Visalia Unified School District

Purchasing Department

5000 W Cypress Ave.

Visalia, CA 93277

**VISALIA UNIFIED SCHOOL DISTRICT
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VISALIA UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
RFQ No. 24 - 06
Expanded Learning Enrichment Services

NOTICE OF INVITATION

Notice is hereby given that Visalia Unified School District (DISTRICT) is soliciting Statement of Qualifications for **RFQ No. 24-06, Expanded Learning Enrichment Services**. The Request for Qualifications (RFQ) is to prequalify a pool of vendors for extended learning services, to provide nurturing daily opportunities for building grade level specific academic skills, with an intentional focus on applied literacy and/or math through real-world student-centered experiences outside of the regular school day. Contract term is for a 1-year period with the option to renew for four (4) additional one-year periods.

An opportunity to ask any initial questions will be held on January 18, 2024 12:30-1:30p via the following zoom link: <https://vusd-us.zoom.us/j/91677758307> . Any additional Pre-Bid questions can be sent to the Director of Purchasing, Gerry Lemus glemus@vusd.org and must be sent a minimum of one week prior to submittal for qualification submission on **Friday, February 16, 2024 at 2:00 PM**.

Three hard copies and one electronic copy of the qualifications must be received prior to **2:01 P.M.** on **February 23, 2024**, Statements received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mail copies of submittals will not be accepted, and it is the sole responsibility of the submitter to ensure that mailed copies will arrive prior to the deadline. Qualifications will not be read out loud being that award is based on qualification criteria which may result in multiple vendor awards. Qualifications to be submitted to:

Gerry Lemus, Director of Purchasing
Visalia Unified School District
5000 W Cypress Ave
Visalia, CA 93277
(559730-7539)

Visalia Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the bidding process.

Copies of the RFQ documents may be downloaded from the District's Expanded Learning page located at <https://www.vusd.org/departments/expanded-learning-opportunities> .

I. RFQ INSTRUCTIONS

1. RFQ Submittal. Proposer's RFQ submittal shall include the information/documentation addressing each of the minimum requirements outlined in DESIRED SERVICES and RFQ CONTENT REQUIREMENTS. Proposals will be evaluated on 100-possible points based on Organization Description; Qualifications; Declaration of Program/Service Offerings; Approach/ Plan of Proposed Work; Schedule of Services/Proposed Timeline, Location of Vendor and Expense Summary.

2. Pre-Bid Questions.

Vendors must submit questions in writing to Gerry Lemus glemus@vusd.org prior to 48-hours of conference. All questions regarding this RFQ are to be submitted via email. Questions must be submitted by **2:00 P.M. on Friday, February 16, 2024**, to allow sufficient time for release of any final addendum prior to the bid closing date and time. The DISTRICT will distribute to all vendors the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the bid process of this RFQ, vendors interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3. Qualifications. RFQ Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) copies or email copies of the RFQ will not be accepted. Respondents shall submit hard copy proposals with one electronic copy for review, and it is the sole responsibility of the submitter to ensure mailed copies arrive prior to the deadline.

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any vendor in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Vendors, but may, at its sole discretion, elect to conduct interviews with highest ranking vendor(s).

4. Accept or Reject Proposal. The DISTRICT reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFQ, and to waive any informality in the RFQ process. The cost for developing responses to this RFQ are entirely the responsibility of the vendor and shall not be chargeable to DISTRICT.

5. Name and Nature of Proposer's legal Entity. The proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct vendor name by an authorized officer.

6. Tentative Timeline.

| <u>RFQ Schedule of Events</u> | <u>Dates</u> |
|---|---------------------------|
| RFQ release date | 1/16/2024 |
| Q&A Session via Zoom | 1/18/2024 |
| Deadline to receive final questions | 2/16/2024 |
| Last Day for Addendum release | 2/20/2024 |
| Proposal due date | 2/23/2024, before 2:01 pm |
| Evaluation of Proposals | 2/23/2024 -3/1/2024 |
| Zoom Interviews (if needed, by invitation only) | 2/29-3/1, 2024 |
| Anticipated Board Award Date | 3/12/2024 |

7. **Withdraw of Proposals.** Proposals may be withdrawn by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful Vendor shall not be relieved of the proposal submitted without the DISTRICT's consent or Vendor's recourse to public Contract Code Sections 5100 et. seq.

8. **Exceptions.** All exceptions which are taken in response to this RFQ must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Vendor of the RFQ as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFQ containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFQ exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFQ exceptions or additional conditions requested after RFQ closure, which are not detailed within the RFQ response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered and a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the opening of the RFQs.

9. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT 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, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly,

financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

10. Public Records Act. The RFQ may be regarded as public records and subject to public records request in accordance to Government Code 6252 , with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

11. Restriction on Disclosure and use of Data. Any portion of the RFQ that the Vendor considers confidential or proprietary information, or to contain trade secrets of Vendor, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

PROPOSALS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all of the specifications set forth in the request for proposal.
3. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
4. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder's acceptance of these Bid Instructions and Conditions.
5. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the proposer or deducted from any funds due the proposer.
6. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of two Million Dollars

(\$2,000,000.00 or (\$2,000,000.00) per person, (\$2,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$1,000,000.00 per loss. **VISALIA UNIFIED SCHOOL DISTRICT, AND**

ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state “All operations resulting from informally or formally quoted projects”. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

7. INVOICES AND PAYMENTS – Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Finance Department of the DISTRICT, 5000 W Cypress Ave, Visalia, California, 93277. Invoices shall be submitted under the same vendor name as shown on the bid. The successful Vendor(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.

8. MISCELLANEOUS PROVISIONS:

- a) Assignment of Contracts** – The successful Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the DISTRICT.
- b) Binding Effect** – This Agreement shall insure to the benefit of and shall be binding upon the Contractor and DISTRICT and their respective successors and assigns.
- c) Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d) Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- e) Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFQ.
- f) Non-Exclusive Contract.** Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.
- g) Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Visalia Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it’s officers, agents, and employees may sustain or injure or which may be

imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.

h) Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

i) Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Visalia County.

j) Permits and Licenses – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

k) Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFQ that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT.

l) Termination without Cause – This Agreement may be terminated by the DISTRICT upon giving thirty (30) calendar days advance written notice of an intention to terminate.

INTRODUCTION

Visalia Unified School District (VUSD) is in the city of Visalia, California, and is the 32nd largest public-school district in the state. VUSD provides educational services to a diverse student body of approximately 32,000 students in grades Transitional Kindergarten/Kindergarten through 12, and an Adult Education Program. The VUSD Expanded Learning Opportunities Department provides opportunities for afterschool, winter, and summer enrichment programs to all transitional kindergarten (TK) through sixth-grade students. The funding is part of California’s pandemic investment, benefiting students academically, socially, and emotionally.

The VUSD Expanded Learning Opportunities Department is soliciting applicants to provide nurturing daily opportunities to build grade level specific academic skills through enriching experiences, with an intentional focus on applied literacy and/or math through real-world student-centered experiences. Selected vendor(s) will work under the direction and supervision of the VUSD Expanded Learning Opportunities Department.

VUSD intends to award a contract to one or more vendors with a contract period of one (1) year with the option of up to four (4) one-year renewals. However, VUSD is under no obligation to award a vendor. The Selection Committee will create a list of respondents to be included on a list of Qualified Vendors and submitted to the Board of Education for approval. The Selection Committee will use vendors from the approved list to select the appropriate vendor for each school site.

*Note: If new sites or vendors are identified at a future date, a Selection Committee will by consensus, select to add the site(s) or vendor(s) to the Board Approved Qualified list of vendors. All purchase orders will be reviewed by the Board of Education via ratification.

Number of School Sites

- 27 elementary schools
- 5 middle schools

| 2024-25 | Afterschool up to 6/06/25 | Saturdays Select Dates through 5/25/24 | Winter Break 12/23/24-1/10/25 (excluding 12/24, 12/25, & 1/1) | Summer Break 7/1/24-8/1/24 (excluding 7/4) |
|-------------------------------|---|---|--|---|
| Elementary TK-6 grades | Daily from 3:00-5:30 Services provided on a rotational basis to school sites | 8:00am-12:30pm Services provided on a rotational basis to school sites | Variable schedule Up to 12 days | Variable Schedule Up to 4 weeks Grades K-5 only |

| | | | | |
|----------------------|--|--|--|---|
| Middle 7-8 grades | Daily from 3:30- 5:30 Services provided on a rotational basis to school sites | 8:00am-12:30pm Services provided on a rotational basis to school sites | Variable schedule Up to 12 days | Variable Schedule Up to 6 weeks |
|----------------------|--|--|--|---|

DESIRED SERVICES

A. SCOPE OF WORK AND DELIVERABLES

The Expanded Learning Opportunities Department is soliciting applicants to provide nurturing daily opportunities to build grade level specific academic skills through enriching experiences, with an intentional focus on applied literacy and/or math through real-world student-centered experiences.

Intentional focus will be placed on students behind grade level in literacy and/or math, African American, English Learners, Foster and Homeless Youth, and students receiving Special Education services. For the purpose of this RFQ, services from applicants must be provided after school, Saturdays, winter break, and/or summer break.

The services will consist of the following plan components:

- **Program Design:** Applicants will articulate how their program/service is designed to target applied literacy and/or math through real-world student-centered experiences. Applicants will describe their basic curriculum, program components, and methodology for measuring student outcomes. Social emotional learning and family engagement must be included in the plan.
- **Type of Service(s):** Applicants will describe the type of service(s) that will be provided directly to students (i.e. one-on-one, small group, large group, etc.).
- **Size of Program:** Applicants will provide the number of students their program(s) can serve including grade level(s).
- **Recruitment of Staff:** Applicants must outline their plan for outreach, recruitment, and retention of a diverse pool of staff that reflects VUSD's student population and where staff members include both community and VUSD high school students to the extent possible.
- **Screening of Staff:** Applicants must describe their process for the required background checks, fingerprint/DOJ clearance, and NCLB eligibility of all staff prior to working with VUSD students.
- **Staff Training/On-Going Support:** Applicants must describe how they plan to support staff to be as effective as possible with delivering services to VUSD students. This includes training for staff with limited experience.

- **Data Monitoring:** Applicants must provide a detailed plan for how services will be measured: number of students being served, daily attendance monitoring, program outcomes, pre and post assessment, and family engagement. Student and parent/family participants may be asked to participate in surveys, interviews, and observations as needed.
- **Collaboration with VUSD Expanded Learning Opportunities Department and School Sites:** Applicants must agree to participate in collaboration sessions with Expanded Learning Opportunities Department and school sites to address potential issues such as lack of student responsiveness, interest, engagement, and attendance will be addressed.
- **Materials and Supplies:** Applicants must agree to provide all necessary materials and supplies (including technology and personal protective equipment [PPE]) for staff and student use in the program if conditions, regulations, or employee/student desire warrant. An expense summary is required.

RFQ CONTENT REQUIREMENTS (Maximum of 10 pages not including cover letter)

1. **Cover letter with statement of interest**
2. **Organization description**
3. **Qualifications – explanation of how the organization meets the requirements, list a minimum of three (3) references for prior work, and number of years of experience providing related programs/services**
4. **Declaration of type of program/service (10 points)**
 - o Academic Tutoring
 - o Recreation (Physical, Outdoor)
 - o Arts Education (fashion, drawing, photography, dance, etc.)
 - o Applied Learning via Real World Experiences (mural arts program which includes literacy and grade level appropriate readings on mural painting plus math calculations on paint purchases, etc.)
 - o Work-based Learning/Career-Themed Training (culinary, sewing, mechanics, gardening, etc.)
 - o Other
5. **Approach: Plan that outlines proposed work**
6. **Schedule of services/proposed timeline**
7. **Local Vendor (50-mile radius from VUSD Educational Complex, 5000 W Cypress)**
8. **Expense summary**

III. EVALUATION PROCESS

- A. The process that will be used by the District in prequalifying Vendors to perform services as outlined in this Request for Qualifications will be as follows:

1. Evaluation Committee – An Evaluation Committee may be made up of District administrators, members and staff, will review and evaluate submittals.
2. The Evaluation Committee will use a scoring matrix method of **100 possible points**. Vendors with a cumulative score of at least **75-points** will be recommended for prequalification. The possible points for each area are provided in Section IV, Evaluation Criteria.
3. The Governing Board – The Board of Education will approve a pool of prequalified Vendors.
4. The Extended Learning Office will issue Purchase Orders to prequalified vendors on an as-needed basis.

IV. EVALUATION CRITERIA

| Evaluation Criteria | Maximum Points |
|---|-----------------------|
| Cover letter with statement of interest | 5 |
| Organization description | 5 |
| Qualifications – explanation of how the organization meets the requirements, <u>list</u> a minimum of three (3) references for prior work, and number of years of experience providing related programs/services | 15 |
| Declaration of type of program/service | 10 |
| Approach: Plan that outlines proposed work | 25 |
| Schedule of services/proposed timeline | 15 |
| Local Vendor (50-mile radius from VUSD Educational Complex) | 5 |
| Expense summary | 20 |
| Total | 100 points |

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal

- RFQ response not to exceed 10-pages in accordance with pg. 10, RFQ SUBMITTAL
- Request for References Form
- Non-Collusion Declaration Form
- No Prohibited Interest/Conflicts of Interest Declaration Form
- Student Safety Declaration Form
- Proposal Signature Page Form
- Prime Point of Contact Form

REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your RFQ being determined non-responsive.

1. Name of Reference Contact Person:

Address:

Phone:

Scope of Work:

2. Name of Reference Contact Person:

Address:

Phone:

Scope of Work:

3. Name of Reference Contact Person:

Address:

Phone:

Scope of Work:

NON-COLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title]

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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent 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 Respondent 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 Respondent.

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 executed on _____ [date], _____ [city], _____ [state]

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands Article J of the RFQ Instructions, Prohibited Interests/Conflicts of Interest, and that Respondent has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Respondent and the District, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate Article J of the RFQ Instructions and thereby preclude Respondent from contracting with the Visalia Unified School District. Respondent further understands that the provision of a bid/quote to Respondent over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Respondent, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article J of the RFQ Instructions relating to Prohibited Interests/Conflicts of Interest, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article J of the RFQ Instructions, Prohibited Interests/Conflicts of Interest, the contract between Respondent and Visalia Unified School District may be void, and in such event Respondent may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Article J of the RFQ Instructions relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2024 _____
[Company Name]

[Name and Title of Respondent’s Representative]

[Signature]

STUDENT SAFETY DECLARATION

.Education Code Section 45125.2

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. **I will have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s) or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed

on _____ [month/year], _____ [day], at _____ [city] California.

Name of Contractor

By: _____

RFQ SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFQ and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for RFQ No. 24-06, **Extended Learning Enrichment Services** submitted herewith and agree to provide security guard services consistent with the terms of the RFQ at the prices identified on the Pricing Sheet.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of RFQ. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFQ opening only and must be initialed in ink by the person signing this form.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Contractor License No. / Class / Exp. Date

City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No. ___ Date _____

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