



# Oak Grove School District

**Request for Qualifications/Proposals  
for Supplementary P.E. Social  
Emotional Learning Program**

**RFQ/RFP No. ESD-060-08-24-660**

July 25, 2024

**OAK GROVE SCHOOL DISTRICT**

**NOTICE OF REQUEST FOR QUALIFICATIONS/PROPOSALS**

**RFQ/RFP NO. ESD-060-08-24-660**

**Supplementary P.E. Social Emotional Learning Program**

NOTICE IS HEREBY GIVEN that the Oak Grove School District of Santa Clara County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", in soliciting sealed proposals in response to RFQ/RFP No. ESD-060-08-24-660 for Supplementary P.E. Social Emotional Learning Program.

The RFQ/RFP Documents will be available on or after **Thursday, July 25, 2024**: online at: <https://www.ogsd.net/departments/business/purchasingwarehouse>

Questions may be submitted in writing on or before **2:00 p.m. on Friday, August 12, 2024**, via email to [purchasing@ogsd.net](mailto:purchasing@ogsd.net). Include RFQ/RFP # ESD-060-08-24-660 in the subject line.

Proposals must be in writing, received and time-stamped at the District's offices no later than **2:00 p.m. on Friday, August 23, 2024**.

Interested respondents to this RFQ/RFP are invited to submit a bid proposal in response to this RFQ/RFP by delivering one (1) unbound original, three (3) evaluator copies in three (3) ring binders, and one (1) electronic copy (flash drive) of their bid proposal to: Oak Grove School District, Purchasing Department Attn: Purchasing, 6578 Santa Teresa Blvd., San Jose California, 95119, Phone: (408) 227-8300.

All responses must be clearly marked on the outside of a sealed envelope, with the **Bid Proposer's company name and the RFQ/RFP Number**. It is the Bid Proposer's sole responsibility to ensure that its bid proposal response is received at the correct location and no later than the date and time stated in this Notice. No Bid Proposer may withdraw its bid proposal for a period of ninety (90) days after the deadline set for this RFQ/RFP.

It is the sole responsibility of the Proposer to monitor the website and ensure that they have reviewed all documents, addenda, and/or clarifications prior to submitting a response.

Proposals will not be opened publicly, however a list of the names and companies submitting qualification and proposal packages will be available within a reasonable time after the submittal deadline.

The District reserves the right to reject any or all qualifications and proposals, to waive any irregularities or informalities not affected by law, to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s), to evaluate the qualifications and submitted, negotiate at the District's discretion, accept other than the lowest priced proposal, to accept one or more items of a bid proposal, and to award the contract(s) according to the qualification(s) and proposal(s) which best serve the interests of said District. The District shall be the sole judge of the services offered. Refer to the RFQ/RFP Document in its entirety for detailed information.

Oak Grove School District

Publication Dates: July 25, 2024 & August 1, 2024

**1. OVERVIEW OF THE DISTRICT**

The Oak Grove School District hereinafter referred to as the “Owner” or “District, is a public district located in Santa Clara County, in the State of California, and serves a student population numbering approximately 8,713 in grades kindergarten through 8th grade. Currently, the District has 18 school sites plus one online academy campus.

For additional information about the District, visit Oak Grove School District website at: <https://www.ogsd.net>

**2. TENTATIVE RFQ/RFP TIMELINE (subject to change by the District):**

EVENT	DATE
Respondent Deadline for Written Submittal of Questions (RFI)	August 12, 2024 No Later Than 4:00 p.m.
Districts Last Day to Issue Addenda/Response to RFI	August 16, 2024
Respondent Deadline for Submittal of Qualifications and Proposals	August 23, 2024 No Later Than 2:00 p.m.
District Board of Education Meeting Authorizing Award of Contract	September 12, 2024
District Issuance of Notice of Intent to Award	September 13, 2024
Contract Start Date	September 16, 2024
Program Start Date	September 30, 2024

**3. PROPOSAL SUBMISSION**

Interested respondents are invited to submit a bid proposal in response to this RFQ/RFP by delivering one (1) unbound original, five (5) evaluator copies in three (3) ring binders, and one

(1) electronic copy (flash drive) of their bid proposal to: Oak Grove School District, Purchasing Department, Attn: Purchasing, 6578 Santa Teresa Boulevard, Phone: (408) 227-8300.

To be considered, the Proposal must be prepared according to the following specifications:

A. Proposals should include the following information and content:

1. Title Page
2. Section I – Preface
3. Section II – Summary of Experience
4. Section III – Proposal Response to Scope of Service and Performance Requirements
5. Cost Summary
6. References
7. Required Forms

B. Proposals must be clear, concise, complete, well organized and demonstrate both respondent's qualifications and ability to follow instructions. The quality of answers, not length of responses or visual exhibits is what is important in the proposal. Proposals may not be altered after submission to the District and should be reviewed for accuracy beforehand. The District will not be responsible for errors or omissions in any Proposals. The District reserves the right to reject any and all Proposals, or to waive any irregularities, or informalities in the Proposals. The submission of company literature and brochures is generally discouraged. If pertinent for illustration of product, or for reference, you may include literature in an appendix. Responses should otherwise be submitted in print and must be limited to the maximum number of pages indicated.

Your proposal should include a description of your firm's history and organizational structure. Supply the name or names of the principals who will be responsible for your relationship with the District and provide brief resumes for these individuals. (Limited to 1 page)

C. Provide Responses on a to the Following Questions: (Limited to 8 pages):

1. Student Development: Describe your plan of action to support students' developing physical needs, as well as social emotional wellness.
2. Assessment: Do you provide pre-and post-assessments to confirm results? Please describe.
3. Curriculum: Provide your school year program plan, and weekly program content.
4. Content of Recess or Lunch Sessions: Please describe a typical session with students.

- D. Communication/Collaboration. (How do you communicate with teachers/PLCs/District Administration on program content and progress?)
- E. Site Staff Recruitment: Please describe your staff, onsite and offsite. How and where do you recruit staff and what are the minimum employee requirements for those at school sites?
- F. Site Staff Training: Please describe your staff training/preparation program in detail, including samples of training materials and number of hours required. (Samples not included in page limit)
- G. Site Staff Certifications. Does site staff hold any certifications (educational, medical, CPR, safety, emergency, etc.)? Please describe.
- H. Program Managers: Please provide bios of supervisors, coordinators and program managers.
- I. Experience: Please discuss your firm's experience in the creation and implementation of similar programs and the documented success of those programs (1 page maximum)
- J. References: Provide a list of public school districts that you currently serve, or have served, within the last five years. Please include the name(s) and email addresses of district references. (1 page maximum)
- K. Added Value/Benefits: Please provide any other relevant information, experience, or skills which increase the value of your firm's offering and services. (1 page maximum)
- L. For non-profit agencies, please attach (separate sheets, not included in page limit): A copy of your 501(c)(3) determination letter from the IRS.
- M. Legal Issues:

Each Proposer (and each subcontractor/joint venture partner included in the Proposer's Proposal) shall include a complete disclosure of any criminal case, civil litigation, arbitration, or proceeding having a potential financial impact that would affect its ability to perform, to which it is a party and which is pending or was concluded within one year from the date of this RFQ/RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Director of Educational Services within thirty (30) calendar days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

- N. Does your firm have any contractual relationship that could be construed as a potential conflict of interest? If so, please explain.
- O. Financial Statement (Not in page limit): Each Proposer shall submit a summary of assets and liabilities on the basis of available financial statements (audited or reviewed – not compiled) as of the close of its 22/23 fiscal year or 2023 calendar year if available.
- P. Financial Statements should be submitted in a separate sealed envelope, with the Proposer’s submittals, and marked confidential “Financial Statement.”
- Q. The District handles Proposer Financial Statements with confidentiality
- R. Cost (Not in page limit): Please provide your program budget. Include hourly billing rates for site staff and supervisors; or provide a cost per school site per month. Itemize material costs and overhead.

#### 4. SCOPE OF SERVICES

Oak Grove School District has identified *minimum* program content and vendor requirements below. **Of equal importance to your program content is *how you operate and manage your program daily and weekly at the school site*.** This includes vendor staff training, preparedness and consistency, and regular communication with school site principals and staff.

In your proposal, please clearly describe how your firm will meet or exceed these minimum requirements. Responses to all numbered points are required so that proposals can be evaluated “apples to apples.” Please do not submit marketing literature – however, you may discuss how your firm achieves the desired outcomes and how your approach differs from your competitors. *(8-page response limit this section)*

##### A. Vendor Responsibilities:

1. To maintain **Independent Contractor** status, Vendor must fully manage and supervise their staff. Coaches and other staff will work at the direction of the vendor and will not report to district staff.
2. Vendor must provide the curriculum that will supplement the approved District curriculum. **The curriculum will not be supplied by the District.**
3. Vendor employees must be fully equipped to serve and support the site and cannot be a drain on the limited time resources of school staff.
4. Vendor will meet with the site principal before the start of the program, to obtain the principal’s input for their site, and to shape the program accordingly.
5. Consistent communication with the principal and site staff throughout the school year is an absolute must.
6. Vendor should provide weekly progress reporting to site principal and staff.

B. Coach Responsibilities:

1. All coaches and vendor contracted staff will report directly to the vendor. Vendor will communicate with the district.
2. All coaches will need to come to the school sites with activities planned and prepared and all necessary supplies and equipment to fulfill their duties.
3. Coaches must communicate and model the social-emotional concept for the week, so that the concept is clear to students and school staff.
4. Transitions between the vendor activity time and the classroom need to be seamless.
5. Each coach, prior to starting at the school site, must be fully onboarded and trained in the curriculum, processes and policies of both the vendor and of Oak Grove School District.

C. Oak Gove School District School Sites: This is a complete list of our elementary sites and does not mean that all will participate. Each school site will have a separate contract based of the needs of the individual site.

Anderson Elementary School	5800 Calpine Dr. San Jose CA, 95123
Baldwin Elementary School	280 Martinvale, San Jose CA 95119
Christopher Elementary School	565 Cayote Rd., San Jose, CA 95111
Del Roble Elementary School	5345 Avenida Almendros, CA
Edenvale Elementary School	285 Azucar Ave., San Jose CA 95111
Frost Elementary School	530 Gettysburg, San Jose CA 95123
Hayes Elementary School	5035 Poston Dr. San Jose, CA 95136
Indigo Elementary School	530 Gettysburg, San Jose CA 95123
Oak Ridge Elementary School	5920 Bufkin Dr., CA 95123
Parkview Elementary School	330 Bluefield Dr., San Jose CA 95136
Sakamoto Elementary School	6280 Shadelands, CA 95123
Santa Teresa Elementary School	6200 Encinal Dr., San Jose CA 95119
Stipe Elementary School	5000 Lyng Dr. San Jose, CA 95111
Taylor Elementary School	410 Sautner Dr. San Jose, CA 95123

D. Specifications: Partner Agency to Provide

1. Provide dedicated staff to support the programming

- a. Operational
- b. Onsite lead
- c. Dedicated professional learning staff to provide vendor staff with ongoing support
- d. Program staff
- e. SEL
- f. Physical Education
- g. Program/Curriculum  
Well-developed curriculum supported by staff who have teaching and SEL/ Physical Education. Note: The curriculum will not be supplied by the District. The vendor must provide the curriculum that will supplement the approved District curriculum. The district remains committed to providing a comprehensive and cohesive educational experience for all students. Therefore any supplementary materials or services must align with the goals and standards of the district curriculum. All materials and supplies must be furnished by the vendor.

E. Staffing:

- a. Proven track record of having available staff as contracted and agreed upon.
- b. Availability of substitutes as needed, and the operations staff to ensure daily staffing need are met in a timely manner
- c. District leaders/managers available to resolve any type of staffing or programmatic issues on a daily basis.

F. Partnerships and Relations

- Responsive and flexible to OGSD needs

G. **Proposed Schedule (Exhibit A):** Provide an estimated schedule, number of coaches needed, and total hours required for the program. Schedule, number of coaches, and total hours are subject to change per the needs of the District and are not guaranteed.



## 5. QUESTIONS & ANSWERS/ADDENDA/PROPOSAL DUE DATE

Questions concerning this RFQ/RFP may be submitted by email only no later than 4:00 p.m., August 12, 2024 to purchasing@ogsd.net utilizing the Pre-Bid Request for Information (RFI) form (**Exhibit C**) included on the RFQ/RFP package. If applicable, an Addendum with a Q&A summary will be posted to the District website by August 16, 2024.

**Proposals are due by 2:00 PM on August 23, 2024** Interested respondents to this RFQ/RFP are invited to submit a bid proposal in response to this RFQ/RFP by delivering one (1) unbound original, five (5) Evaluator copies in three (3) ring binders, and one (1) electronic copy (flash drive) of their bid proposal to:

**Oak Grove School District, Purchasing Department, 6578 Santa  
Teresa Blvd San Jose, CA 95119 Phone: (408) 227-8300.**

Your proposal submission and the District forms provided in this RFQ/RFP must be signed. Digital/scanned signatures will be accepted.

## 6. EVALUATION OF PROPOSALS AND METHOD OF AWARD

Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract, if made by the District, will be to the responsive and responsible proposer whose proposal has been determined to be the most advantageous to the District with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.

Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the District remains the sole responsibility of the District and is final.

Proposals will be evaluated based on the following minimum criteria (not listed in the order of importance):

	Criteria	Max
A	Thoroughness of response to this RFQ/RFP (all sections completed, supporting info provided)	15 Points
B	Ability to meet or exceed District requirements	20 Points
C	Staffing ratios, recruitment, qualifications of Staff	20 Points
D	History and References/Past Program Success	15 Points
E	Cost proposal and budget, clearly presented	20 Points
F	Additional benefits of the firm's offering	10 Points
	Total Maximum Points	100

Respondents who are not actively engaged in providing services of the nature proposed in their response to the RFQ/RFP and/or who cannot clearly demonstrate to the satisfaction of the District their ability to satisfactorily perform the work in accordance with the RFQ/RFP requirements will not be considered.

The District shall be the sole judge of the qualifications and services to be offered and its decision shall be final.

The District reserves the right to:

5. Select the firm or firms that, in the District's judgment, will best meet the District's needs. Fees are essential but will **not** be the sole factor in selecting.
6. Reject any and all proposals or waive any non-statutory informality. The Board of Trustees further reserves the right to make the contract award deemed by the administration to be in the District's best interest. The Board's decision to accept or reject the contract shall be final.
7. Award a contract, or portions of the whole, to more than one firm, renewable for an additional four (4) one-year terms;
8. Not to award a contract due to proposals received or any other reason.

Proposals must be deemed responsive to this RFQ/RFP for further review and evaluation. To be considered responsive, the proposal must be received by the deadline, addressing all required elements.

All responsive proposals will be reviewed and evaluated by a District panel. Interviews are not planned, but the District may request additional clarifying information from respondents if needed. Interviews may be request as determined by District staff. Award of contract, if any, will be made upon the panel's review, conditional on final approval by the Oak Grove School District Board of Trustees.

The District intends to award contract(s) to one or more firms for single or multiple sites. Proposals will be evaluated and contracts awarded for 2024-25, based on the criteria in this RFQ/RFP, to the firm(s) who, upon evaluation, best meet the needs of the students and sites. No interviews are planned, but may be requested as determined by District staff.

**August 23, 2024**, is the due date for submission of proposals for completion of the selection process, and September 12, 2024, for the Board award.

## **7. NO PUBLIC OPENING**

Proposals will not be opened publicly, however a list of the names and companies submitting qualification and proposal packages will be available within a reasonable time after the submittal deadline. Proposals will be made public and may be inspected one day following the District's issuance of Notice(s) of Intent to Award. An appointment with the District contact is required due to the volume of documents that may be involved in the request and staffing availability.

## **8. PUBLIC RECORDS ACT**

Responses to this RFQ/RFP shall be subject to the provisions of the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors. The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFQ/RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action

## **9. TERM OF AGREEMENT**

The District anticipates that the terms of any resulting contract(s) will be for a period of one year, with four (4) one-year renewal options, solely exercisable at the discretion of the District. The District reserves the right to award a single or multiple contracts for up to a maximum five (5) year period.

## **APPENDIX 1 DISTRICT**

### **REQUIRED FORMS**

1. Offer to Enter Into Contract
2. General Terms and Conditions
3. Qualification Certification
4. Non-Collusion Declaration

**OFFER TO ENTER INTO A CONTRACT**

The undersigned hereby proposes to enter into an agreement with the Oak Grove School District and to furnish services as described in this Request for Proposal.

**Name and Address of Firm:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Signature of Authorized Officer/Representative of Firm:**

Authorized Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS AND USE OF FORMS.** In order to preserve uniformity and to facilitate the award of contracts, Respondents shall complete and return the enclosed District-required forms with their proposals.
2. **ACCEPTANCE OR REJECTION OF RESPONSES.** The District reserves the right to reject any and all incomplete responses that contain errors, arrive after the due date/time, or are submitted by unqualified vendors. The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this RFQ/RFP lacking in any respect or insufficient to meet the District's requirements and needs.
3. **PROPOSAL PROTESTS.** The following instructions must be followed by a Respondent who wishes to challenge the District's selection and award of any contract pursuant to this RFQ/RFP:
  - a. Any protest must be submitted in writing to the Fiscal Manager of Purchasing, Oak Grove School District, 6578 Santa Teresa Boulevard, San Jose, CA 95119, before 4:00 p.m. on the fifth (5<sup>th</sup>) business day following the District's notification of its intention to award a contract pursuant to this RFQ/RFP.
  - b. Only vendors who submitted a proposal in response to this RFQ/RFP may file a protest.
  - c. Protests must contain the following specific information:
    - Protestor's name, address, telephone number and email address;
    - Date on which the protestor's Response was submitted to the District;
    - Protestor's *specific, detailed basis for the protest* must be supported by facts and/or documentation. Protests based on hearsay, feelings, or opinions not supported by facts will be deemed invalid.
  - d. The protestor shall send a copy of the initial protest document and any attached documentation to all other parties that may be affected financially by the outcome.
  - e. The District will review and evaluate the protest for validity, including, if required, review by outside counsel. The District and/or counsel will respond within ten (10) days of review of the protest letter.
  - f. If, upon review, the proposal protest is found to be frivolous or lacking validity, the protest will be rejected, and the protesting party may be deemed ineligible to participate in future District RFQ/RFPs or contracts.
4. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the District's express, prior written approval. Any attempted assignment violating the provision may be voided at the option of the Board of Trustees.
5. **NO CONTACT WITH THE BOARD OF TRUSTEES OR DISTRICT STAFF.** Respondents may not contact any member of the Oak Grove School District Board of Trustees or staff regarding this RFQ/RFP. Any such contact may be cause for rejection of respondent's proposal. Interested parties shall only contact District Representatives stated in this RFQ/RFP utilizing the Pre-Bid Request for Information (RFI) form (Exhibit C) included on the RFQ/RFP package.

6. **NON-DISCRIMINATION.** Oak Grove School District does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within limits imposed by law. The District likewise prohibits discrimination by contractors and subcontractors and may require the successful vendor(s) to give written notice of their obligations to labor organizations with a collective bargaining or other agreement in compliance with Government Code 12990.
  
7. **INSURANCE:** As part of its proposal, the Proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the Sample Agreement, Part 3 (Exhibit B) include with the RFQ/RFP document, and that such coverage is in full force by providing properly executed Certificates of Insurance. Or, if the Proposer will obtain the required insurance coverages prior to issuance of the executed contract, a letter issued by the Proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed Certificates of Insurance indicating the required coverages are in full force must then be provided prior to receipt of fully executed contract.
  
8. **FINGERPRINTING/TB/COVID-19 REQUIREMENTS:** All vendor staff working with students must be fingerprinted and TB-cleared, before coming onsite. Vendor will contact OGSD within 24 hours if any notification is given to them from the Department of Justice regarding staff and criminal activity/incidents of any employees who come into direct contact with OGSD students or are present on site and immediately regarding any issues of safety of students.

**ACCEPTANCE OF GENERAL TERMS AND CONDITIONS**

The undersigned hereby acknowledges receipt and acceptance of the above Terms and Conditions.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## QUALIFICATION CERTIFICATION

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know its contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_



**NON-COLLUSION DECLARATION**

**TO BE EXECUTED AND RETURNED WITH PROPOSAL**

(Public Contract Code Section 7106)

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

\_\_\_\_\_ day of \_\_\_\_\_

City of \_\_\_\_\_ State of \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBITS

1. Exhibit A: Bid Form
2. Exhibit B: Description of Project
3. Exhibit C: Scope of Services
4. Exhibit D: Parties Representatives
5. Exhibit E: Pre-Bis Request for Information (RFI)
6. Exhibit F: Federal Certifications
7. Exhibit G: State Certifications

**EXHIBIT "A"**

**Bid Form**

**Total Estimated Hours For 2024-2025 School Year**

	No. of Schools	Staff Needed	No. of Weeks	Days per Week	Hours per Day	Total Hours	Hourly Rate	Total Cost
Monday	1	1	29	1	4	116		
Tuesday	1	1	32	1	4	128		
Wednesday	1	1	32	1	4	128		
Thursday	1	1	32	1	4	128		
Friday	1	1	29	1	4	116		
						<b>1616</b>		

The Proposed Schedule provides a sample of an estimated schedule, number of coaches needed, and total hours required for the program. Schedule, number of coaches, and total hours are subject to change per the needs of each individual school site and are not guaranteed.

Note: The total cost is all inclusive and no additional charges will be permitted. In the event that a school requires additional coaches, the amount will be adjusted accordingly.

***EXHIBIT "B" Attachment "B"***

**Description of Project**

Provide a general description of the vendor's capabilities and capacities related to the development, production, and administration of a Supplementary P.E./Social Emotional Program. Note page limitation in instructions.

The description shall also identify the:

1. Number of employees in the company
2. Company's location(s), including any presence in California.
3. Overall capacity of the vendor's organization(s)
4. Resources that it will commit to the work for the project (by name and role in the project) shall be provided.

**Exhibit "C" Attachment**  
**SCOPE OF SERVICES**

The Proposal, which is attached hereto and incorporated herein as if fully set forth, conforms to the Scope of Services required for the Project in accordance with Article 4 of this RFP/RFQ. If the Proposal contains requires additional terms not contained in this RFP/RFP or in the Agreement, such Consultant terms are null and void unless expressly incorporated into this by mutual agreement and detailed below:

Additional Terms and Conditions:

\_\_\_\_\_  
**CONTRACTOR**

**OAK GROVE SCHOOL DISTRICT**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Area Code) Telephone Number

**Exhibit "D"**

**Parties' Representatives**

Each Party's representative, address, and other contact information for purposes of Notices given under Part 6 of this Agreement are as follows:

**District Contact Information:**

Oak Grove School District

Attn: \_\_\_\_\_

6578 Santa Teresa Boulevard.

San Jose, CA 95119

Phone: \_\_\_\_\_

F-mail: \_\_\_\_\_

**Consultant Contact**

\_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXHIBIT "E"**

**PRE-BID REQUEST FOR INFORMATION (RFI)**

E-MAIL COVER SHEET No. of Pages E-Mailed: \_\_\_\_\_

Submit Pre-Bid Request for Information Form, via e-mail, to:

Oak Grove School District

Attn: Purchasing

Email: purchasing@ogsd.net

Project Information:

Bid/ Title: Supplementary P.E Social Emotional Learning Program

RFQ/RFP No: ESD-060-08-24-660

**SUBJECT:**

**DESCRIPTION OF PROBLEM/ CLARIFICATION/ INFORMATION REQUIRED - (Submit one (1) RFI per form):**

NOTE: The Request for Information must include a reference to the Section and Page No. related to the inquiry.

Submitted by: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Bidder: \_\_\_\_\_ Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Fax Number: \_\_\_\_\_

**EXHIBIT "F"**

**Federal Certifications**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The \_\_\_\_\_ School District (hereafter "the District") is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water



Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (C) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the attached **Standard Form-LLL, "Disclosure Form to Report Lobbying"**, in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES / NO

\_\_\_\_\_ Initials of Authorized Representative of Vendor

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:  <p style="text-align: center;"><b>Congressional District, if known:</b></p>		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:   <p style="text-align: center;"><b>Congressional District, if known:</b></p>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2**  
**CFR § 200.333**

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**  
**23 CFR 635.410**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor Name: \_\_\_\_\_ Registered on sam.gov: Yes \_\_\_ No \_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**IRAN CONTRACTING ACT  
 CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE  
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**EXHIBIT "G"**  
**State Certifications**

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE  
CAMPUS POLICY - Health and Safety Code 104559**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

**DRUG-FREE WORKPLACE CERTIFICATION - Drug-Free Workplace Act of 1990**

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each

employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 5 of the Information for Bidders.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

**NONDISCRIMINATION CLAUSE AND CERTIFICATION - Cal. Code Regs. Tit. 2, § 11105**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Does vendor agree? YES / NO \_\_\_\_\_ Initials of Authorized Representative of Vendor

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_