



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL RFP No. 2024-SEL01 2024-2025 Provision of Tiered Clinical Support within Wellness Centers Social Emotional Learning

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Social Emotional Learning
Attn: Purchasing Department
2930 Gay Avenue
San Jose, CA 95127

Dr. Annya R. Artigas, Director
Office: 408-928-7320
annya.artigas@arusd.org

**Proposals Due:
October 25, 2024 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED
BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP TIMELINE

Date	Event
October 11, 2024	Release and advertisement of RFP No. 2024-SEL01
October 16, 2024	Deadline for submission of written questions to the District concerning RFP No. 2024-SEL01
October 18, 2024	Answers to questions posted on ARUSD website by 4:00 p.m. PST
October 25, 2024	Deadline for all submissions of RFP No. 2024-SEL01 2:00 p.m. PST
October 28, 2024	Opening of Proposals
October 28, 2024	Evaluation of Proposals
October 30, 2024	Bidder Interviews (if necessary)
November 5, 2024	Estimated date of RFP Award Notification/s sent out
November 14, 2024	Estimated date of approval and award by the Board of Trustees
November 15, 2024	Contract Start Date

**ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at <https://www.arusd.org/district/departments/business-services/purchasing/bids>

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Dr. Anya R. Artigas
Director of Social Emotional Learning
anya.artigas@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS
REQUEST FOR PROPOSAL No. 2024-SEL01

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of Provision of Tiered Clinical Support with Wellness Center services for the District's Social Emotional Learning Department.

Sealed Bids must be received prior to **October 25, 2024 at 2:00 PM PST**

Provider to submit:

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Purchasing Department** no later than **OCTOBER 25, 2024 at 2:00 PM PST**.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Attention: Purchasing Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm**. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted**.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Social Emotional Learning
Attn: Purchasing Department
2930 Gay Avenue
San Jose, CA 95127
408-928-7320

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Provision of Tiered Clinical Support within Wellness Centers
Social Emotional Learning

REQUEST FOR PROPOSAL NO. 2024-SEL01

This is a request for proposal (RFP) for **RFP No. 2024-SEL01 - Provision of Tiered Clinical Support within Wellness Centers** for the Alum Rock Union Elementary School District 2024-2025 school year. An RFP packet may be obtained from the Social Emotional Learning Department or by calling 408-928-7320 or emailing Dr. Anya R. Artigas at anya.artigas@arUSD.org. and also, on the ARUSD's website:

<https://www.arUSD.org/district/departments/business-services/purchasing/bids>

Please submit pricing on items to be furnished by the bidder on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Social Emotional Learning
Attn: Purchasing Department
2930 Gay Avenue
San Jose, CA 95127

RFP No. 2024-SEL01 - Provision of Tiered Clinical Support within Wellness Centers

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS FOR SUBMISSION:

- Proposal Submission Checklist (Attachment 1, page 6)
- Terms and Conditions Agreement (page 15)
- Service Level Agreement (page 16-17)
- Request for Proposal Signature Page (Attachment 2, page 18)
- Evaluation Criteria (Attachment 3, page 19-21)
- Bidder Questionnaire (Attachment 4, page 22)
- References with at least 3 References (Attachment 5, page 23)
- Non-Collusion Affidavit (Attachment 6, page 24)
- Bidder's Statement Regarding Insurance Coverage (Attachment 7, page 25)
- Worker's Compensation Insurance Certification Form (Attachment 8, page 26)
- Drug Free Workplace Certification (Attachment 9, page 27)
- Equal Opportunity Employment (Attachment 10, page 28)
- Fingerprint Clearance/Criminal Background Investigation (Attachment 11, page 29)
- Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 15, page 30)
- Conflict of Interest Certification (Attachment 17, page 31)
- Iran Contracting Act of 2010 Compliance Affidavit (Attachment 18, page 32-33)
- Bidder Pricing (Attachment 19, page 34)

General Terms and Conditions

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Dr. Anya Artigas at the address listed below, email annya.artigas@arusd.org or for document assistance, call Dr. Anya Artigas at (408) 928-7320.
2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Dr. Anya Artigas no later than 3:00 pm **OCTOBER 23, 2024**. E-mail questions to annya.artigas@arusd.org. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.
3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2024 - 2025 school year of approximately 7,300 students. The District is seeking Proposals from qualified companies to procure and deliver services. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is seeking to:

- A. **Bidder Experience & Ability with Priority Population**
 - B. **Service Delivery Approach**
 - C. **Planned Organizational Infrastructure & Staffing**
 - D. **Partnerships, Collaboration, Data Reporting, & Outcomes**
4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 2:00:00 p.m. PST on **OCTOBER 25, 2024**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

**Alum Rock Union Elementary School District
Social Emotional Department
Attn: Purchasing Department
2930 Gay Avenue
San Jose, CA 95127**

It is the Bidder's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.

5. **The RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink or electronic signature with time and date stamp**. An authorized officer shall sign the RFP under the correct firm name.

6. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.
7. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.
8. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) 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 District.
9. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate,” or of similar intent is considered as non-responsive to the particular item.
11. **PRICES** - Provide a detailed Statement of Pricing for Products to be provided. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District’s request. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.
 Total cost per contract not to exceed \$960,000.00
 - Six full-time on-site mental health clinicians
 - Weekly Clinical Supervision (1 hour individual and 2 hours of Dyad) for eight clinicians

Alum Rock Unified School District (2024-2025)		Budget Proposal for (6) Full-time on-site Mental Health Clinicians and weekly supervision for 8	
Hours per Week	Hours per Day	Day of Service per Week	Total Budget
40	8	5	\$960,000

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.
13. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
14. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-

substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

1. This contract will be awarded to single responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.
2. The committee may investigate the qualifications of the bidder under consideration, require confirmation of information furnished by the bidder, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the bidder.
3. The committee will make a recommendation to the Board of Trustees.
4. The Director of the Social Emotional Learning Department will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Social Emotional Learning Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the RFP.

BASIS OF AWARD - The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on service, delivery specifications, reporting, safety, sustainability, domestic sourcing, and general adaptability per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 21. Provision of Tiered Clinical Support within Wellness Centers contractor shall be awarded the bid for service between **November 14, 2024, through June 30, 2025.**

1. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.
 2. Awarded bidder will be required to enter into a contract with Alum Rock Union Elementary School District.
15. **EXECUTION OF CONTRACT**- Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.
16. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage that may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, 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 bidder. 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 bidder or deducted from any funds due to the bidder.
17. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. **The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP.** Also, the bidder may be required to file proof of such insurance, naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof

of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident: \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Social Emotional Learning, Dr. Annya Artigas, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

18. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Social Emotional Learning Department, 1990 Kammerer Avenue, San Jose, CA 95116. The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.
19. **REPORT** - The District will require monthly data gathering, data analysis, & reporting on a monthly, quarterly, and annual basis. Reports will be delivered via email.
20. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
 - The District has deemed the products and services of the bidder satisfactory.
 - Such renewal will be made by notifying the bidder in writing thirty (30) days before the expiration of the contract.
21. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions or any part of proposals as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.
22. **PROPOSAL PROTEST PROCEDURES**
 - A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Assistant Superintendent of Business Services will receive the protest in writing no later than 3:00 p.m. after the fifth (5th) business day

following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

- B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.
- C. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within five (5) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
- D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Attn: Teresa Decelles
Business Services Department
2930 Gay Avenue
San Jose, CA 95127

- E. **Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Social Emotional Learning Department Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- F. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

23. **PROVISIONS:**

- A. **Assignment of Contracts** - The bidder 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 District.
- B. **Binding Effect** - This Agreement shall ensure to the benefit of and shall be binding upon the bidder 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 except by a written agreement signed by the parties.
- E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Indemnification Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur 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 bidders 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. **Prevailing Law** - In case of 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 performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.
- J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.
- K. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- L. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.
- M. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full

opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

- N. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The bidder shall not be entitled to further compensation or payment from the District.
- O. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- P. **Cancellation for Insufficient or Non-Appropriated Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the County of Santa Clara through the Federal Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 & California Mental Health Services Act Prevention & Early Intervention Funds & additional monies in one-time Juvenile Justice Crime Prevention Act under the Youthful Offender Block Grant or acquired by the District from similar public sources and is subject to variation. The District retains the right to cancel this RFP at any time and to restrict the quantities of items or services due to unavailability or insufficient funding.
- Q. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Social Emotional Learning Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.
- R. **Failure to Fulfill Contract** - When the bidder shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the bidder or contractor, either in whole or in part, and make and enter into a new contract for the same items or services in such manner with another bidder as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the bidder or contractor, as above stated, shall be the liability against the bidder and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.
- S. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district

facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

- T. **Attorneys' Fees** – In the event of any dispute between the District and the Bidder about this contract or the services or products provided hereunder, each party will bear the responsibility to pay for their own attorneys' fees & costs. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

24. **CERTIFICATIONS**

- A. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the BIDDER shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- B. **The Certification Regarding the Iran Contracting Act**
- C. **The Contractors Certification** - Regarding Drug-Free Workplace
- D. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace
- E. **The Contractors Certification** – Workers' Compensation
- F. **Equal Opportunity**

TO BE SUBMITTED WITH PROPOSAL

IN WITNESS WHEREOF, this above-named parties been duly executed this Contract on the day and year first above written.

DISTRICT

Alum Rock Union Elementary School District

By: _____
Signature

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903
Fax No: (408) 928-6413

CONTRACTOR

By: _____
Signature

Title: _____

Address:

Phone No: _____
Fax No. _____

Service Level Agreement
TO BE SUBMITTED WITH PROPOSAL
Provision of Tiered Clinical Support within Wellness Centers

Project description: ARUSD in conjunction with funding from the Valley Health Foundation will build the infrastructure and develop more robust tiered systems of support across schools enabling appropriately leveled behavioral health services to be rendered. The funding will allow us to develop wellness centers that will be student-centric and holistic in the way we approach support.

ARUSD Wellness Center Grant Goals

Goal #1 Wellness centers will provide comprehensive mental wellness support for students, families, and staff. Milestones Increase the utilization of mental health services by 30%. Quarterly service satisfaction surveys should yield a feedback rate of 50%. Quarterly assessment to analyze effectiveness, accessibility, adjustments, ensure services are culturally sensitive/inclusive and provided in multiple languages.

Goal #2 We will develop and implement infrastructure based on MTSS to address whole child/whole family needs. ARUSD will hire clinicians and collaborate with mental health organizations to ensure cultural sensitivity, cultural humility, inclusivity, availability, and equally accessible resources. Milestones Approximately 70% of students will receive support through psychoeducational workshops, skill focused small group, and individual counseling/therapy. We will conduct bi-annual surveys assessing student awareness of supports and track utilization of wellness center services, and develop /workshops/activities to increase mental health awareness. Student participation will increase by 30% in 2024.

Goal #3 Anti-bullying guidance lessons for students and trauma informed practices for staff, peer support groups, and cross-age mentoring to create a sense of belonging will be implemented. We will collaborate with DEI experts to design workshops. Student volunteers will mentor younger students. Fostering an inclusive school environment is crucial for students' well-being and academic success. Workshops and trauma informed practices training will start in 2024 and will be assessed annually. They will address various students' needs. Opportunities will be provided for all students to participate in programs.

Service Level Expectations:

Below are the service level expectations divided into the following three criteria categories which the successful bidder will be expected to fulfill upon receiving the award for this RFP. The successful bidder must understand and agree to the following service levels to enter into an agreement with Alum Rock Union Elementary School District. The bidder must know that the District's provision of tiered clinical support within Wellness Centers will include but not be limited to the following services:

Service Delivery Approach

- Individual treatment counseling support with students identified as needing services
- Crisis Response Services: conducts risk assessments to support student safety
- Facilitation of group counseling (social skills, coping skills, emotional regulation, distress tolerance, anxiety, depression, harm reduction etc)
- Provides case management, crisis management, & intervention to referred students
- Develops & coordinates quarterly Wellness Parent Engagement events in collaboration with the site administrator, school counselor, & SLS Quadrant Supervisor
- Promotes overall health & wellness schoolwide and supports overall school climate & culture for students, families, & staff
- Delivers professional learning opportunities focused on wellness for school staff, parents, & students

Planned Organizational Infrastructure and Staffing

- Document sessions & summaries of mental health treatments provided via therapeutic casenotes; develop treatment plans in collaboration with a clinical supervisor
- Delivers & oversees wellness enrichment programming calendar to provide students, staff, & parents access to wellness outreach activities, workshops, & events
- Participates in SMAA, LEA BOP, & Managed Care billing
- Provide clinical supervision for all clinical staff within the bidder organization as well as two internal ARUSD employed clinicians
 - Supervision will consist of the following:
 - 1 hour individual
 - 2 hour group (dyad/triad)
 - Consultation for crisis & emergency
 - Case note evaluation

Partnerships, Collaboration, Data Reporting and Outcomes

- Conducts Revised Children’s Anxiety & Depression Scale (RCADS) as well as the Pediatric ACEs & Related Life Events Screener to inform tentative diagnosis & appropriate service levels to be rendered
- Participating in monthly training & weekly site C.A.R.E. team meetings
- Clinical Supervisors to meet weekly with SEL Department to assure quality control & continuum of care within service delivery
- Collects & analyzes Wellness Center data such as wellness evaluation surveys, Wellness Center pre & post assessments, reason for visit, general service(s) provided
- Collaborates with community partners to track relevant data focused on services received, & programs offered to students & families
- Build collaborative partnerships with community agencies to expand MTSS capacity
- Prepares and submits grant focused data that support district & site goals as well as meet wellness center funder guidelines & criteria to the Social Emotional Learning Department quarterly & annually

By signing below, you agree to provide the above level of service to Alum Rock Union Elementary School District.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"

TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	

EVALUATION CRITERIA - Attachment “3”
 TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	25
Bidder Experience & Ability with Priority Population	100% of Max Points: Understanding of the priority population including the following needs: <ul style="list-style-type: none"> ● Behavioral ● Academic ● Socio-economic ● Cultural & Linguistic ● Trauma Impact Additionally, Bidder demonstrates relevant & substantial experience working with the priority population. 75% of Max Points: Minimal understanding of the priority population including the following needs: <ul style="list-style-type: none"> ● Behavioral ● Academic ● Socio-economic ● Cultural & Linguistic ● Trauma Impact Additionally, Bidder demonstrates a minimal amount of relevant & substantial experience working with the priority population. 0 Points: No understanding of the priority population including the following needs: <ul style="list-style-type: none"> ● Behavioral ● Academic ● Socio-economic ● Cultural & Linguistic ● Trauma Impact Additionally, Bidder demonstrates no amount of relevant & substantial experience working with the priority population.	- Responses to Questions Labeled "Bidder Experience & Ability with Priority Population " in Bidder Questionnaire	20
Service Delivery Approach	100% of Max Points: Clear & well developed program design from the time of referral to time of discharge which aligns with the RFP Requirements. Well developed program design which allows for deep collateral work to happen with parents/guardians. Program design is both culturally responsive & grounded in cultural humility.	Responses to Questions Labeled "Service Delivery - " in Bidder Questionnaire	20

	<p>70% of Max Points: Clear program design from the time of referral to time of discharge which has the foundation to align more closely with the RFP Requirements during the course of the work. Program design will allow for collateral work to happen with parents & guardians at least once a month during the course of treatment. Program design is culturally responsive.</p> <p>0 Points: No program design provided that is in alignment with the RFP Requirements. Design does not allow for collateral work to happen with parents & guardians during the course of treatment. Program design is not culturally responsive nor is it grounded in cultural humility.</p>		
Planned Organizational Infrastructure & Staffing	<p>100% of Max Points: Proven capacity to develop programming which fits within the existing organizational structure. Sufficient oversight & resources will be allocated to ensure continuum of care & quality assurance through strong clinical supervision.</p> <p>0 Points: References and/or bidder questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	Responses to Questions Labeled "Planned Organizational Infrastructure & Staffing - " in Bidder Questionnaire	15
Partnerships, Collaboration, Data Reporting, & Outcomes	<p>100% of Max Points: Bidder's plan aligns with the RFP's expectations regarding the following:</p> <ul style="list-style-type: none"> ● Weekly collaboration with site Coordinating Accessible Resources for Emotional Wellness (C.A.R.E) Team ● Participation in monthly meetings facilitated by the Social Emotional Learning Department in conjunction with Bidder's organization ● Indicates understanding of Electronic Health Record (EHR) Individualized Family Services Plan (IFSP) process ● Promptly & appropriately assesses & addresses issues raised by C.A.R.E Team and/or the Social Emotional Learning Department ● Collect, analyze, & share data daily, weekly, monthly, quarterly, & annually with the Social Emotional Learning Department for reporting purposes ● Utilize data collected to inform continued improvement of performance, timeliness, and increased quality of service ● Utilize specific quantifiable metrics to measure and meet identified outcomes <p>0 Points: Unable to meet or provide above specified criteria.</p>	Responses to Questions Labeled "Partnerships, Collaboration, Data Reporting, and Outcomes- " in Bidder Questionnaire	20

TOTAL POINTS:	100
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By signing this, I acknowledge that I have reviewed ARUSD’s evaluation criteria.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder’s Authorized Representative: _____

Date of Signing: _____

BIDDER QUESTIONNAIRE - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

Bidder Experience & Ability with Priority Population

1. Please provide examples of culturally & linguistically appropriate practices you implement within professional development and/or clinical supervision that serve the priority population.
2. Please describe your previous experience working with this priority population.
3. Please share specific outcomes that were achieved by your organization which positively impacted this population in the past?
4. What challenges have you encountered in serving this population and how were the challenges addressed?

Service Delivery Approach

5. Please outline your program design from the time of referral to discharge.
6. Please describe how you will engage parents/guardians in deep collateral work to promote collective healing for both client and family.
7. What culturally responsive & culturally humble practices are integrated into your program design?
8. How do you assess the effectiveness of your program at different stages while ensuring continuity of care for the client?

Planned Organizational Infrastructure & Staffing

9. What oversight mechanisms are in place to ensure quality control & assurance?
10. How do you ensure adequate levels of supervision for clinical staff, both individually and in small groups?
11. What qualifications & experience does your staff have in working with the priority population?
12. How will resources be allocated to ensure a continuum of care & quality assurance?

Partnerships, Collaboration, Data Reporting, & Outcomes

13. What systems do you have in place to address issues or concerns raised during the weekly site meetings facilitated by the C.A.R.E. Team and/or the Social Emotional Learning Department?
14. What systems will be utilized to collect, analyze, & share data continuously with the Social Emotional Learning Department for reporting purposes?
15. Please describe how you will utilize the data collected to inform continuous improvement of performance, timeliness, and increased quality of service.
16. Please share what specific quantifiable metrics will be utilized to measure & meet identified outcomes.

In accordance with the contract documents, the undersigned proposes to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

REFERENCES - Attachment "5"
 TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district/organizations references for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference # 1

School District/Organization	
Contact Person & Title	
Address	
Telephone Number	
Services Provided	

Reference #2

School District/Organization	
Contact Person & Title	
Address	
Telephone Number	
Services Provided	

Reference #3

School District/Organization	
Contact Person & Title	
Address	
Telephone Number	
Services Provided	

NON-COLLUSION DECLARATION - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Alum Rock Elementary Union School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION CERTIFICATE - Attachment "8"
TO BE SUBMITTED WITH PROPOSAL

Labor Code §3700 in relevant part provides:

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

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

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "9"
TO BE SUBMITTED WITH PROPOSAL

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code sections 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 performing certain specified acts. In addition, the Act 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:

- 1) 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;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) 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 each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the 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 sections 8350 *et. seq.*

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

DATE: _____

CONTRACTOR

By: _____
Signature

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "10"
TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans Act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____
Signature

FINGERPRINT/CRIMINAL BACKGROUND CLEARANCE CERTIFICATION - Attachment "11"
TO BE SUBMITTED WITH PROPOSAL

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder _____
(Type or Print Complete Legal Name of Company)

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, prohibiting the use of alcoholic beverages and tobacco products, at any time, on 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 time

DATE: _____
CONTRACTOR _____

By: _____
Signature

CONFLICT OF INTEREST SELF CERTIFICATION - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it. Received and agreed to on behalf of vendor by:

Signature: _____ **Printed Name:** _____

Title: _____ **Date:** _____

Vendor Name: _____

Vendor Address: _____

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

**IRAN CONTRACTING ACT
 CERTIFICATION OF ELIGIBILITY TO PROPOSAL 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 proposal 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 proposal 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 proposal 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 proposal 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>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or 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 enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

BIDDER PRICING - Attachment "19"
TO BE SUBMITTED WITH PROPOSAL

Alum Rock Union Elementary School District pricing chart based on (6) full-time on-site mental health clinicians and weekly supervision. Complete bidder pricing chart.

Alum Rock Unified School District (2024-2025)		Budget Proposal for (6) Full-time on-site Mental Health Clinicians and Weekly Supervision		
Hours per Week	Hours per Day	Price per Counselor	Day of Service per Week	Total Budget

END OF RFP