



EDUCATIONAL SERVICES

Special Projects Department

14120 S. Hawthorne Blvd.
Hawthorne, CA 90250

REQUEST FOR PROPOSAL

RFP NO. R25-26-1 After School Program Services

Mandatory Pre-Proposal Conference and Site Walk:	January 31, 2025	10:00 AM Sharp!
Proposal Due Date:	March 6, 2025	2:00 PM Sharp!

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NOTICE CALLING FOR REQUEST FOR PROPOSALS

District:	HAWTHORNE SCHOOL DISTRICT
Project Identification:	After School Program Services
RFP No:	R25-26-1
Mandatory Pre-Proposal Conference and site walk :	January 31, 2025; 10:00 am Sharp! HSD Learning Center 13928 Kornblum Ave., Hawthorne, CA 90250
Question Deadline for RFI's:	February 18, 2025; 4:00 pm
PROPOSAL DUE BY:	March 6, 2025; 2:00 pm Sharp!
Submit Proposals to:	Hawthorne School District Attn: Aneska I. Kekula 13021 S. Yukon Ave., Hawthorne, CA 90250
Proposal & Contract Documents Available at:	https://www.hawthornesd.org/departments/purchasing/bids
Tentative Evaluation Period:	March 7, 2025 through March 12, 2025
Tentative Board Approval Date:	April 9, 2025

NOTICE IS HEREBY GIVEN that Hawthorne School District, acting by and through its Board of Trustees, hereinafter called the "District" will receive up to, but no later than the above-stated date and time, sealed Request for Proposals from qualified and experienced companies capable of providing enrichment programs for the District's after school program generally described as: **RFP No. R25-26-1 After School Program Services.**

All proposals shall be made and presented only on the forms presented by the Owner. RFPs shall be received in the Office of the **Hawthorne School District, Purchasing Department at 13021 S. Yukon Ave., Hawthorne, California 90250**, at the above-stated time and place, and there will be no formal bid opening. Any proposal received after the time specified above or after any extensions due to material changes shall be returned unopened.

There will be a Mandatory Pre-Proposal Conference followed by a site walk **on January 31, 2025, at 10:00 am Sharp, at the HSD Learning Center, Room 4, 13928 Kornblum Ave, Hawthorne, CA 90250**, no one will be admitted after 10:00 AM. Any Bidder submitting a proposal on this project who fails to attend the entire Mandatory Pre-Proposal Conference will be deemed as a non-responsive Bidder and will have its proposal returned unopened.

For questions regarding the Request for Proposal, please contact the Hawthorne School District's Purchasing Department at 310-676-2276 or you may visit the District's website at <https://www.hawthornesd.org/departments/purchasing/bids>.

Each Service Provider shall be licensed pursuant to State of California Regulations, California Business and Professions Code, and have the necessary license to perform the work called for in this request for proposal. Copies of all licenses must be included with their proposal. No Proposal will be considered from a Bidder who, at the time the Proposals are opened, is not licensed.

No Service Provider shall withdraw its Proposal for ninety (90) days after the District's Board of Trustees awards the contract. During this time, all Bidders shall guarantee the prices quoted in their respective proposals.

Waiver of Irregularities: The District reserves the right to reject any or all proposals, make multiple awards, or to waive any irregularities or informalities in any proposal or in the RFP process. The Contract for the work, if awarded, will be by the action of the District's Board of Trustees to the Bidder that meets the qualifications established by the RFP documents.

Inquiries and Clarifications: The Service Provider is advised that all inquiries and clarifications about the RFP shall be submitted to the district in writing prior to the Question Deadline for RFI's noted above. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this RFP is invalid. Inquiries shall be sent in writing to Aneska I. Kekula at ikekula@hawthorne.k12.ca.us or mailed to Aneska I. Kekula, at Hawthorne School District, 13021 S. Yukon Ave., Hawthorne, CA 90250. Service Providers are solely responsible for ensuring their written inquiry is received prior to this deadline and the District is not responsible for any delays or errors in delivery. Service Providers are responsible for reviewing the district's website and incorporating any and all clarifications provided therein into their proposals.

It is each Service Provider's sole responsibility to ensure its proposal is timely delivered and received at the designated location as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Bidders unopened.

Publications:

District Website at <https://www.hawthornesd.org/departments/purchasing/bids>

Herald Publication: 1st Publication: January 23, 2025

2nd Publication: January 30, 2025

AFTER SCHOOL PROGRAM SERVICES OVERVIEW

It is anticipated that the Board of Trustees will make an award at its regular meeting scheduled for April 9, 2025. The District, at its sole discretion, may change this date and/or any other anticipated date provided herein.

The Hawthorne School District is a public school district located in Los Angeles County, in the State of California, and serves a student population numbering approximately 7,000 in grades transitional kindergarten through twelfth grade. Currently, the District has 11 school sites: three middle schools, seven elementary schools, and one charter high school. The District's other facilities include the Administrative Offices and Support Building, HSD Learning Center, Warehouse, and the Maintenance Department.

1. The intent of this request for proposal (RFP) is to contract with a company or companies that will provide a turnkey after-school program that focuses on providing a safe, secure on-site after-school environment for students. The District will utilize After School Education and Safety Program ("ASES") and Expanded Learning Opportunity Program ("ELOP") funds that have been apportioned to the District. The funding provides for before and after-school enrichment programs, which include non-instructional days for transitional kindergarten through fifth grades.
2. The Service Provider shall deliver an enriching enjoyable program that focuses on developing academic, social, emotional, and physical programs that blend homework, extracurricular activities, enrichment, music, recreation, arts, physical activities, and social-emotional learning (SEL), that aligns with the district's strategic goals. The contract will be for the 2025-26 Fiscal Year which will consist of 180 school days with an option to include 30 non-school days.
3. The District is seeking a Service Provider(s) that can assist in providing an expanded day program to our students both before and after school across our campuses, and on non-school days, and can independently run all aspects of the program. The initial term will be for the 2025-26 Fiscal Year with an option to renew the contract based on but not limited to, satisfactory service, performance, and meeting the District goals of 90% daily attendance.
4. Grade level and student-to-staff ratios: TK – Kindergarten = only 10:1
1st – 5th grades = only 20:1

The District reserves the right to extend the scope of this program to include middle schools, encompassing grades 6 through 8, at its sole discretion. In the event the District exercises this option, all terms and conditions set forth in this Request for Proposal (RFP) shall remain in full force and effect and shall govern the expanded program accordingly, including the 30 non-school days.

The school year consists of 180 school days, which are days students attend class. The 180 days are spread across 9 months from late August through June. The 180 days are divided into three trimesters. The 30 non-school days are days when students are not required to attend class. We are required to offer after-school programming that totals a 9-hour day for both instructional and non-school days.

The Bidder awarded the contract shall bill the District and shall be paid based on the student's daily attendance. Refer to the following appendixes:

- Appendix A – District Contact List
- Appendix B – School Bell Schedules
- Appendix C – Program Hours of Operation
- Appendix D – Program Goals
- Appendix E – District School Sites Map
- Appendix F – Attachment Checklist

The District shall be responsible for providing the facilities, radios, snacks, and playground equipment. The District will work collaboratively with the Service Provider to provide enrichment programs to the students. The Service Provider shall be responsible for providing all other operational logistical components such as but not limited to staff, sub-contractors, instructional materials, supplies, and smartcell phones with the ability to gain cell phone coverage within the school sites.

The District reserves the right to reject any or all proposals, make an award, multiple awards, or waive any irregularities or informalities in any proposal or in the RFP process. The District further reserves the right to negotiate contract fees, terms, and conditions and to terminate such negotiations at any time. The District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Service Provider and nothing in this RFP or any response shall be deemed or construed as a limitation of such rights.

The District will evaluate each Service Provider based on the information set forth in the submitted response, together with other information available to the District from any other sources, and evaluation criteria outlined in the Instructions to Service Providers. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the ability to meet District criteria and project costs range, as well as the Service Provider's ability to develop a rapport and working relationship with District personnel.

This RFP is solely a solicitation for Responses. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any Service Providers; (ii) create any obligation for District to enter into a contract with any Service Providers or other parties; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.

The District anticipates that the schedule of events in connection with this RFP will be tentatively as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement for a district's Afterschool Program Services, to alter its anticipated schedule as related to this RFP.

<u>Event</u>	<u>Anticipated Date</u>
RFP Available:	January 23, 2025
Mandatory Pre-Bidder's Conference & Site Walk	January 31, 2025
Deadline for Request for Information (RFI)	February 18, 2025
Proposals Due:	March 6, 2025
Recommendations to District Board:	April 9, 2025 (Tentative)
Notice-to-Proceed:	April 11, 2025 (Tentative)
Effective Start Date:	July 1, 2025

INSTRUCTIONS TO CONDITIONS

1. Preparation of Bid Form and RFP Procedures. Proposals shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Request for Proposals. The District's time clock shall govern and control the time for all RFPs to be received by the District and no other clock shall be used to determine the time when RFPs shall be received by the District in accordance with the Notice Calling for Request for Proposals. Each Service Provider shall review and comply with all bidding instructions and requirements set forth in this RFP Package. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly. The District will not be held responsible for any errors or omissions on the part of the Service Provider in the preparation of the Proposal. This Request for Proposal ("RFP") does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request. All proposals must be signed by the Service Provider in permanent ink and submitted in sealed envelopes, bearing on the outside, the Service Provider's name, address, telephone number, and the name of the Project for which the bid proposal is submitted. The District reserves the right to reject any and all Proposals, or to waive any irregularities or information in the Proposals or the RFP process. It is each Service Provider's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the Service Provider unopened.

2. Signature. The bid proposal form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the service provider and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If the service provider is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If the service provider is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bid proposals submitted as joint ventures must so state and be signed by each joint venturer.

Bid proposals submitted by individuals must be signed by the bidder unless an up-to-date power-of-attorney is on file in the Owner's office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

3. Modifications. Changes in or additions to the bid proposal form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

4. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.

5. Examination of Site and RFP Documents. Each service provider shall visit an after-school classroom/facility to become fully acquainted with the conditions related to this RFP and is receiving forms prepared by the District. Each service provider is responsible for inspection of the District documents, for missing or illegible pages, or other indication of incomplete information provided to the Service Provider. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other document, or to visit the site and become acquainted with the conditions there existing shall not relieve any Service Provider from obligations with respect to the proposal and contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

6. Withdrawal of Bids. Any bid proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. The bid security for proposals withdrawn prior to the scheduled closing time for receipt of bid proposals, in accordance with this paragraph, shall be returned upon demand, therefore.

No Service Provider may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

7. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective Service Provider is in doubt as to the true meaning of any

part of the Contract Documents or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. Verbal communication by either party with regard to this RFP is invalid. The Service Provider submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each service provider receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Aneska I. Kekula, Purchasing
Director
ikekula@hawthorne.k12.ca.us

CC: Jennifer Annett, Director of Special Projects
jannett@hawthorne.k12.ca.us

Each transmitted request shall contain the name of the person and/or service provider filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Service Provider is responsible for the legibility of handwritten requests. Pre-bid clarification request shall be filed by February 18, 2025, on or before 4:00 pm. Requests received after this date and time shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the service provider's price will be made by Addendum issued by the Hawthorne School District not less than seventy-two (72) hours prior to bid proposal opening.

8. Service Providers Interested in More Than One Bid. No person, firm, service provider, or corporation shall be allowed to make, or file, or be interested in more than one prime bid proposal for the same work. A person, firm, service provider, or corporation that has submitted a proposal to a Service Provider, or that has quoted prices of materials or services to a service provider, is not thereby disqualified from submitting a proposal or quoting prices to other Service Providers or making a prime proposal.

9. Addenda. Clarification or any other notice of a change in the RFP Documents will be issued only by the District, and only in the form of a written Addendum, transmitted by e-mail, posted on the website, or available for pick up. Any other purported Addenda are void and unenforceable.

The service provider is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed proposal prior to the due date and time. Copies of the Addendum will be made available for inspection wherever the Proposal Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements, communication, or any instructions in any form, other than the Addendum as described above, shall be void and unenforceable. Any Addendum issued by the District and not noted as being acknowledged by the Service Provider as required in the Proposal Form may result in the proposal being deemed non-responsive.

10. District's Right to Modify Contract Documents. Before the scheduled closing time for receipt of the Proposals, the District may modify the scope of service, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Service Providers who have attended the mandatory Pre-Bidder's Conference and/or job walk. If the District issues any addenda, the failure of any Service Provider to acknowledge such addenda in its Proposal will render the Proposal non-responsive.

11. Contract and Insurance. The Contract form which the successful Service Providers will be required to execute, and the forms and amount of insurance endorsement requirement which will be required to be furnished at the time of execution of the Contract or issuance of the Notice-of-Intent, are included in the proposal documents and should be carefully examined by the Service Providers.

12. Unbalanced or Altered Bid Proposals. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bid proposals that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the service provider has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs, or other information submitted by a service provider may result in an unbalanced bid proposal, the District may deem such bid proposal non-responsive. A bid proposal may be determined by the District to be unbalanced if the bid proposal is based on prices significantly less than the cost for after-school services and prices which are significantly overstated in relation to the cost for these services, and if there is a reasonable doubt that the bid proposal will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

13. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury

14. Hold Harmless Clause. The Service Providers shall hold harmless and indemnify the District and the Board of Trustees, its officers, and employees from every claim or demand which may be made by reason of (a) any injury to person or property sustained by any person, Service Providers or corporation caused by any act, neglect, default or omission of the contractor or any product furnished by the contractor or of any person, Service Providers, or corporation directly or indirectly employed by him upon or connection with his performance under the contract, and (b) any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention under this contract. The contractor at his own expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

15. Failure to Fulfill Contract. When any Service Provider shall fail to deliver any article or service or shall deliver any article or service which does not conform to the requested services outlined in this RFP, the District, may, at its sole discretion, annul and set aside the contract entered into with said Service Provider, by providing 30-day written notice, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to be the best advantage to the District. Including but not limited to entering into a contract with the next service provider whose proposal demonstrates the best value and achieved the highest evaluation scores in sequence. Any failure to furnish such articles or services by reason of the failure of the Service Provider, as above stated, shall be a liability against such Service Provider and his sureties. The District reserves the right to cancel any articles or services which the successful Service Provider may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Service Provider, provided satisfactory proof is furnished, if requested.

16. Actual Damages. The awarded Service Provider shall be subject to the assessment and withholding of Actual Damages resulting from the Service Provider's non-performance or failure to adhere to the requirements as outlined in this RFP. The District shall be able to recover all actual damages incurred because of the default. The District shall provide an itemized list of damages incurred and said amount shall be deducted from the next Invoice received by the District from the awarded Service Provider.

17. Cancellation for Insufficient or Non-Appropriated Funds. Notwithstanding any other provision of the contrary, if for any fiscal year of this contract the Governing Board for any reason fails to appropriate or allocate funds for future payments under this contract, or if the services are no longer funded by the State of California and/or Federal Government, or other funds, the District will not be obligated to pay the balance of the funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated. The District fully reserves the right to cancel the contract at any time and/or limit services due to non-availability or non-appropriation of sufficient funds.

18. Award of Proposal: Award of this RFP shall be made based on the proposal that, in the District's opinion, best meets the requirements outlined in this RFP, provides the best value to the District, and receives the highest scores. Unsolicited services offered as part of the RFP response will not be evaluated or considered in the award process. The District reserves the right to reject any or all proposals, in whole or in part, to make an award, or multiple awards, and to be the sole judge of the responsiveness and qualification of all proposals. Each bid proposal must conform and be responsive to the Contract Documents as defined in the Proposal Requirements.

19. Solicitation Protest Procedures: A Service Provider may file a protest. The protest must be filed in writing with the Owner's Purchasing Department within three (3) working days after notification of the apparent award of a contract. An e-mail address shall be provided and, by filing the protest, the protesting service provider consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. A Service Provider's failure to file the protest documents in a timely manner as outlined herein this Article 19, shall constitute a waiver of the protesting service provider's right to protest the award of the contract.

a. Resolution of Proposal Controversy: Once the proposal protest is received, the apparent responsible Service Provider that provides the best value to the district with the highest evaluation scores will be notified of the protest and the evidence presented. If appropriate, the apparent best valued Service Provider will be given an opportunity to rebut the evidence and present evidence that the apparent best valued Service Provider should be allowed to provide the services. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Proposal Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Proposal controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Bid Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting service provider's administrative remedies.

20. Business License. To perform the work required by this notice, the Service Providers must possess the necessary State of California Business License as specified in the proposal documents, and the Service Provider must maintain the license throughout the duration of the contract.

21. Local Office Requirement. The Service Provider shall maintain a fully operational office within a 50-mile radius of the District Office throughout the duration of the contract. This office must be adequately licensed, staffed, and equipped to handle all aspects of contract performance, including but not limited to coordination, communication, one (1) hour response time with in-person program support, and provision of services. The District reserves the right to verify the location and functionality of the office at any time. Failure to comply with this requirement may result in the District deeming the Service Provider as non-responsive.

22. Term of Contract. The minimum contract term is one (1) year; July 1, 2025 through June 30, 2026. Pursuant to California Education Code 17596 and 81644, by means of a written agreement entered into before the end of the Term, the Parties may by mutual consent extend the Term for an additional year. The Parties thereafter may mutually agree each year to continue this Agreement on a yearly basis for up to a total of four (4) one-year periods. The year is defined as providing one hundred eighty days (180) instructional days, with an option to include thirty (30) non-school days within the Term.

23. The Contract Rate Increase (Where applicable). The Contract Rates set forth in the Bid Proposal Form Pricing Sheet shall remain in effect at all times during the initial one-year portion of the Term. In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Hawthorne School District ("Governing Board"), the Parties may agree to increases,

decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Service Provider to increase the then-current Contract Rates at the time it receives the request in writing from the Service Provider. However, for the avoidance of doubt, in no event will the District agree to any increase or any adjustment that results in any increase, that exceeds the California Department of Education's (CDE) allotted amount per student, per attendance. In each case, the increased, decreased, or otherwise adjusted Contract Rates must stay in effect for the period as agreed by the Parties.

In the event the Service Provider decides not to extend the Term, the Service Provider shall provide written notice to the Purchasing Director of its intention at least ninety (90) days prior to the expiration of the Term, via e-mail at ikekula@hawthorne.k12.ca.us.

24. Governing Law. The contract for this RFP and any other contract arising from this RFP will be governed by the laws of the State of California.

25. Employees. All Service Provider's employees must be approved by the district. Dissatisfaction with the work or the actions of any employee of the Service Providers performing work under this contract shall be sufficient cause for removal of the said employee from the work or for cancellation of the contract.

26. Unethical Behavior. By submitting a response, a Service Provider shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity for personal gain (in the form of entertainment, gifts, or otherwise) to any District officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Service Provider for the District's RFP No. R25-26-1. If the District determines that a Service Provider has breached or violated such warranty, the District may terminate any agreement with such Service Provider, in whole or in part, and the Service Provider shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the District pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

27. False or Misleading Statements. A proposal which contains false or misleading statements, or which provide references which do not support an attribute or condition contended by the Service Provider may be rejected. If, in the opinion of the District, such information was deemed as misleading the District may reject the proposal.

28. Obtaining Information. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this RFP and to consider such information in the evaluation of the Service Provider's proposal. The District is not limited to its scope of reach.

29. Drug-Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990, the successful Service Provider will be required to execute a Drug-Free Workplace Certificate concurrently with the execution of the Agreement. The successful Service Provider will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Service Provider to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Service Provider.

30. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful Service Provider as the Service Provider shall secure payment of compensation to all employees. The Service Provider shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such a certificate is included as a part of the RFP Package.

31. Fingerprinting. By law, it is the District's responsibility to determine whether a Service Provider must provide fingerprinting certification. Pursuant to Education Code, Section 4515125.1, a fingerprinting compliance certificate is included as part of the contract documents.

In addition, the awarded Service Provider(s) shall comply with the district's figure print policy.

32. Invoices. Terms are Net 30 days upon receipt. Monthly invoices must be sent to the Hawthorne School District's Accounts Payable Department, 14120 S. Hawthorne Blvd, Hawthorne, CA 90250, or via email at ap@hawthorne.k12.ca.us, providing the following information:

- Service Provider Name, Address, and Contact Information
- Invoice Number
- Invoice Date
- Billing period
- Attendance Reports by School Site
- Los Angeles County of Education Calculator (Fiscal & Calendar years)
- CQI Report
- Detailed Summary of Costs

- Any Staffing Changes
- *Include a sample of your monthly invoice with the proposal.*

33. Software System: EZReports. EZReports streamlines attendance data to maintain compliance with the ASES and ELO-P grants.

34. Payment Terms. Terms are Net 30 days upon receipt.

35. Security of School Facilities. In addition to the security requirements set forth elsewhere in the bid proposal documents and contract, the awarded Service Providers shall adhere to the following:

A. The awarded Service Provider will be issued keys and gate remotes for the purpose of accessing district grounds. The Service Provider agrees that the keys and remotes will not be duplicated under any circumstances. Upon completion or termination of the contract, the Service Provider shall return all issued keys and gate remotes to the District. In the event that any keys or remotes are not returned, the Service Provider will be charged a fee for each unreturned item, as specified below by the District.

Grand Master Key	\$50,000.00 each
Site Master Key	\$25,000.00 each
Individual Key	\$ 5,000.00 each
Gate Remote	\$ 5,000.00 each

B. The awarded Service Provider, including its subcontractors, staff, or their designee, herein referred to as the “Service Provider,” shall be responsible for securing the facility when it is not in use or when the Service Provider is leaving the premises for any period of time. All doors, windows, and gates must be kept closed and properly locked. The Service Provider is required to take all necessary precautions to secure, protect, and prevent any theft or damage to the district property and facilities.

C. In the event that the Service Provider fails to properly secure any doors, windows, or gates, the District will issue a written warning of the first violation. For any subsequent violations, reported to Marisela Vasquez, Director of Facilities, Maintenance and Operations, or her designee, the Service Provider will incur a fine of one hundred dollars (\$100.00) per hour, beginning from the time the violation is reported until district staff can address and remedy the security issue.

D. The awarded Service Provider shall be responsible for remedying, at its own expense, any damages to or loss of district property caused, in whole or in part, by the Service Provider’s negligence, whether directly or indirectly. In the event of such loss or damage, the District reserves the right to file a claim with the Service Provider’s insurance carrier or to deduct the corresponding amount from any pay application or invoice submitted by the Service Provider.

36. Building Alarm Codes. The District shall provide the Service Provider with alarm codes, which shall be used solely for purposes related to the fulfillment of this contract. The Service Provider agrees not to share or distribute the alarm codes for any purpose outside the scope of this contract. If the alarm code is shared in violation of this provision, the Service Provider shall be responsible for all costs incurred by the District to reset the alarm codes. Furthermore, if the Service Provider, its subcontractors, staff, or designees, herein referred to as the “Service Provider” fails to properly enter the facility and causes the alarm to be triggered due to improper entry or exit, resulting in a false alarm, the Service Provider shall be responsible for all fees associated with the false alarm incident. These fees will be billed directly to the Service Provider.

37. Protection of District Property. During the hours of operation of the program, the District acknowledges that the Service Provider shall use district property and facilities in the course of its business. The District accepts the fact that reasonable wear and tear will occur and will not hold the Service Provider liable for such wear and tear. However, the Service Provider shall be responsible for supervising its staff and students and shall take all necessary precautions to secure, protect, and prevent misuse, theft, or damage to district property and facilities.

The Service Provider shall be liable for any damages or loss of district property caused, in whole or in part, by negligence or lack of supervision, or failure to take necessary precautions by the Service Provider, their subcontractor, or any individual employed directly or indirectly by them, or by unsupervised students. The Service Provider shall be responsible for remedying such damages or losses at their own expense.

Prior to the effective start date of the contract, District Staff and the awarded Service Provider(s) shall schedule and conduct a site walk-through of the facilities and district property to mutually agree on the condition of the property. On or before the anniversary of the expiration of the contract, District staff and the awarded Service Provider(s) shall schedule and conduct a final site walk-through inspection to assess any damages or losses that may have occurred.

Normal wear and tear refers to damages that naturally occur due to aging or normal use of the property and does not include damages resulting from neglect, abuse, theft, broken keys, damaged furniture or equipment, broken handles, and holes in the walls.

In the event of loss or damages, the District reserves the right to submit an invoice to the Service Provider with net 30 terms, file a claim with the Service Provider's insurance carrier, or deduct the corresponding amount from any pay application or invoice submitted by the Service Provider.

38. Anti-Discrimination. It is the policy of the District that in connection with all services provided under the contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Service Provider agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

34. No Minimum or Maximum Enrollment Capacity Limits. The District shall not be required to limit its enrollment capacity to a minimum or maximum number of students per contract term. The District reserves the right to adjust the number of enrolled students per contract term, and it is subject to change based on district needs. The RFP documents merely indicate an *estimated* annual number, and it is for the purpose of the bid proposal tabulation, and not to be considered a promise or limited to the number of students per contract term.

39. Debarment. Service Provider may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code section 72, if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- A. Intentionally or with reckless disregard, violated any term of the contract with the District.
- B. Committed an act or omission which reflects on the Contractor's quality, fitness, or capacity to perform work for the District.
- C. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- D. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72).

EVALUATION OF PROPOSALS

Proposals will be opened on or after the date and time specified in the Notice Calling for RFPs. The evaluation process is listed below:

1. To be deemed responsive and qualify for the evaluation process, a proposal must be submitted on time and materially satisfy all mandatory requirements outlined in this RFP. Proposals will undergo an initial screening for completeness. At the District's discretion, proposals that are not materially complete or fail to meet the RFP requirements may be deemed non-responsive. Additionally, proposals from service providers that are not actively engaged in delivering services of the type requested in this RFP, or who cannot clearly demonstrate their ability to provide the requested services satisfactorily, may also be deemed non-responsive.

An error in a proposal may result in the District rejecting that proposal. However, at its sole discretion, the District may choose to retain the proposal and make certain corrections. When deciding whether to make a correction, the District will consider the proposal's conformance to the format and content requirements of the RFP, as well as whether the Service Provider's intent is clearly established through a review of the entire proposal. Based on this established intent, the District may correct errors, including but not limited to obvious grammatical or punctuation mistakes and arithmetic errors. **Non-responsive proposals will not be evaluated.**

2. A review and selection committee, comprising key personnel from within the District and, at the District's discretion, external personnel, shall review and evaluate all submitted proposals. The proposals will remain confidential to the extent permitted by applicable law. The committee will evaluate and score the proposals based on the technical criteria outlined in Table 1 below, with the understanding that the criteria are not listed in order of priority or importance.
3. The award of the contract shall be based on the proposal that, in the District's opinion, best meets the requirements outlined in this RFP, provides the best value to the District, and achieves the highest scores on Schedule A, excluding consideration of the prices of additive or deductive items.
4. The District reserves the right, at its sole discretion, to interview up to three (3) Service Providers with the highest evaluation scores. If interviews are conducted, each will consist of five (5) questions, each assigned a weighted value from zero (0) to twenty (20) points. The Service Provider with the highest total interview score will be considered for the contract award. The District will notify the selected Service Providers of the place, date, and time of the interview if interviews are to be held.
5. If the District and the selected Service Provider(s) cannot successfully negotiate a mutually satisfactory agreement based on the terms outlined in the sample agreement attached to this Request for Proposal (RFP), the District reserves the right to initiate negotiations with the next highest-ranked Service Provider(s) that offer the best value to the District. This process may continue sequentially with the Service Providers ranked in descending order of their scores until an Agreement is successfully executed. The District reserves the right to reject any or all proposals at any time prior to the award of a contract.

The District makes no representation that participation in this RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFP.

TABLE 1

TECHNICAL CRITERIA	MEASUREMENT	MAXIMUM POINTS
Experience & Qualifications	Years in industry, with a demonstrated history of successfully providing similar services. Experience should include the Service Provider's ability to meet District enrollment goals, deliver high-quality services, and meet performance standards. Experience with HSD and prior history with the District may generate a positive or negative result.	0-20
Program Design	Evaluation of the proposed program design, including but not limited to: scope of services, alignment with the District's educational goals, creativity, ability to meet the diverse needs of students, and access to the program handbook. This includes detailed program structure, timelines, and delivery methods.	0-20
Personnel	Qualifications and experience of the proposed staff, including management, professional, and support personnel. Emphasis on leadership experience, certifications, and the track record of staff assigned to the District. Assessment based on staff qualifications, relevant training, and experience working with school districts.	0-20
Price	Total annual cost to the District for a comprehensive Turnkey Expanded Learning program, including all associated costs for program delivery, staff, materials, and any additional administrative fees. The cost must reflect the quality and scope of the proposed services.	0-20
Financial Capacity	The Service Provider must have a minimum of 4 months' reserves to cover all operating costs. This includes demonstrating financial solvency to support the contract for the full duration of the contract period as outlined in the RFP. Providers must submit audited financial statements for the past two years.	0-20
References	The District will consider and rate the acceptability of the reference. The District will assess the acceptability of the references provided by the Service Provider. The references should include specific examples of past performance in similar after-school contracts, with emphasis on successful programs, timely delivery of enrichment programs, and stakeholder satisfaction.	0-20
Staff development and training	Evaluation of the proposed program design, including but not limited to: timely presentation of staff training, including concrete examples of delivery and/or implementation of activities and instruction, and ongoing support and follow-up related to the staff training. This includes detailed program structure, timelines, and delivery methods.	0-20
Student Behavior and Social-emotional development	Evaluation of the proposed program design, including but not limited to: the process of detailed documentation of incidents involving student and/or staff, protocol for informing the appropriate service provider staff, district staff, and parent/guardians of the incidents, and programming that addresses student to student and student to staff positive interactions and relations. This includes detailed program structure, timelines, and delivery methods.	0-20
Accessibility and Inclusion	Evaluation of the proposed program design, including but not limited to: staff training about how to support students with disabilities, presents a strategic plan with multiple means of support and inclusion dependent on the needs of the student. This includes detailed program structure, timelines, and delivery methods.	0-20

PROPOSAL REQUIREMENTS

PART 1 – REQUIRED SCOPE OF SERVICES

The District's goals and objectives for the Afterschool Program Services are to provide structured activity time, numerous opportunities for students to increase their level of understanding of academic-based concepts, enrichment opportunities, and physical activities to develop academic, personal, and social skills that enhance student learning, including but not limited to:

- Homework assistance, tutoring, and mentoring that align with regular academic programs.
- Science, technology, engineering, and mathematics activities
- Visual arts, performing arts and music education.
- Computer and technology education.
- Culinary arts education
- Assist students in meeting and exceeding academic achievement standards in core academic subjects, such as reading, mathematics, and science.
- Social-emotional Learning activities and lessons aligned to a standards-based curriculum.
- Literacy programs and projects such as storytelling, drama, and writing.
- Integrate arts, including arts and crafts, music, and movement.
- Sports and recreational activities.
- Games and activities that are fun and challenging.
- Offer engaging and interesting learning workshops that are culturally relevant to the student population.
- Provide a safe, secure on-site for students and staff during the after-school and non-school day programs.
- Provide a variety of enrichment activities and an enjoyable after-school program.
- Ensure the safety of all students enrolled in the after-school program.
- Alignment with the school day curriculum.
- Ability to raise student test scores.
- Weekly staff training in areas such as lesson planning to align with the school's daily curriculum, classroom management, PBIS, safety procedures, and other District policies and procedures.
- Successful daily operation following established policies and procedures.
- Strong fiscal accountability.
- Demonstrate a plan for employee retention.
- A demonstrated plan for student enrollment, attendance, and outreach
- Daily communications between the service provider and the District.
- Ensure spaces and grounds used by the after-school program are kept clean and orderly.
- Outside Consultants.
- Compliance documents required by the CDE.
- Meet attendance goals of 90% as required by the District. Must meet attendance deadlines and provide attendance reports as requested by the District.
- Provide a Continuous Quality Improvement Plan (CQI) from August to June and data required for CQI report due to CDE.
- Students must always be supervised.
- Improve the health and wellness of students.
- Meet the grade level and student-to-staff ratios.

PART 2 - MINIMUM QUALIFICATION REQUIREMENTS

Service Providers must meet the following mandatory minimum requirements to participate in the District's RFP process:

- Service Providers must have five (5) years of experience providing after-school program services for Public Schools
- All employees must have three (3) years of experience working with students and/or an after-school program, faculty, parents, and community leaders.
- Active Business license in the State of California or State of California Corporate License.
- All employees must have a high school diploma.

- Service Providers must certify for all its employees compliance with: (1) Child Abuse and Neglect Reporting Act guidelines for Mandated Reporter as mandated by California Penal Code §11164-11174; (2) Fingerprinting and background checks to include its contractors, agents, and volunteers, pursuant to Education Code, Section 45125.1(e); (3) Have on file current documentation of Tuberculosis Screening and negative TB Test results to include contractors, subcontractors, agents, and volunteers; (4) Cardiopulmonary Resuscitation (CPR) Certificate, and (5) First Aid Training Certificate. These costs are the responsibility of the Service Providers.
- Service Provider must include staffing to meet the 20:1 ratio in grades 1 through 5, and a 10:1 ratio in TK and K this excludes the Site Coordinator.

PART 3 – MINIMUM SOFTWARE ATTENDANCE REQUIREMENTS

The District is seeking access to the Service Provider’s software system, as needed, for the following functions but not limited to:

- User rights to the attendance program under the Service Providers User’s License Agreement, at no additional cost to the District.
- Ability to track attendance.
- Ability to pull reports.
- Ability to collect data.

PART 4 – PROPOSAL PACKAGE REQUIREMENTS

Three (3) hard copies of the proposal one marked “Original,” two copies, and one (1) digital copy on a CD or pen drive, the proposal shall be submitted in a three-ring loose-leaf binder if proposals are submitted in any other type of binding (i.e., spiral), the District reserves the right to reject the proposal as non-responsive to the RFP documents. All RFP packages, hard or electronic copy, will bear on the outside of the sealed envelope, the name of the Service Provider, address telephone number, the Owner’s name, RFP number, and RFP title. Service Providers shall include all documents identified in the Attachments Checklist. The District may reject proposals that do not include the properly required attachments.

Proposals should be divided by tab sections (1 through 1) in accordance with the items listed below. To receive the highest consideration from the District, it is desired that each Service Provider provides the below information in their RFP response. Responses should be limited to fifty (50) pages; the page limit does not include the table of contents, cover letter, certifications, attachments, newsletters, calendars, lesson plans, job descriptions, etc.). The Proposal shall be divided into tab sections according to the items in the index; this will assist the evaluation team in identifying items and information submitted with the proposal. To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification, as non-responsive to proposal documents. The content and sequence of the proposal will be as follows:

Tab 1: Cover Letter - A maximum of two (2) pages, dated Introductory Letter must be submitted including the legal name of the Service Provider, address, telephone and fax numbers, e-mail, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the Service Providers, stating the interest, qualifications, and experience in providing the services as outlined in the RFP.

Tab 2: Experience and Qualifications – Describe your experience with public and private educational institutes. Include the number of years you have provided similar after-school services as requested in the RFP. Also, include a brief history of the company, expertise, length of time performing services, and location of California offices.

Provide a list of executives, account managers, and key employees to contact for this proposal and describe their qualifications and experience with after-school programs. Include an organizational flow chart with the contact’s name, title, phone number, and e-mail address. Describe and include your company plans for the New Staff Training Plan, Sub-Plan, and Professional Development Plan.

Describe your expertise in providing after-school program services and include in your Proposal sufficient documentation, training, and certifications that demonstrate your ability to provide the services as requested in this RFP.

- List of all personnel, including their name, titles/positions
- Personnel Roles and Responsibilities in the program
- Personnel Qualifications
- Personnel Hours per day

Tab 3: Program Design: Sessions, Dates, and Class Schedule – Service Providers are required to create a detailed program plan and provide a 30-day calendar with the program schedule for each grade level. Each grade level must have its own calendar chart that includes the detailed information listed below:

- **Enrichment Programs Offered (Classes):** List the type of programs available for each grade level, such as theater, chess, and dance.
- **Program Frequency:** Include how many days per week the enrichment programs will be offered (e.g. Mondays, Tuesdays, and Fridays).
- **Class Duration:** Specify the length of each class (e.g. 60 minutes for chess and 90 minutes for dance).
- **Session and Session Duration:** Specify the length of each class (e.g., Fall) and its duration (e.g., 10-weeks).
- **Enrichment Goals:** Specify which enrichment goal each class satisfies, such as:
 - (1) Academic Enrichment
 - (2) Educational Enrichment
 - (3) Physical Educational/Recreation
 - (4) Social-Emotional

Include a chart or table for each class that describes:

- ✓ Program description
- ✓ Type of services or activities
- ✓ Program hours, including daily schedule (start to finish times)
- ✓ Number of days offered per week.
- ✓ Total days offered for the year.

Additionally, provide the following:

- **Curriculum and Sample Lesson Plans:** Include details for Project-Based Learning (PBL), Enrichment, Social-Emotional Learning (SEL), and Physical Fitness.
- **Activities and Program Rotation Schedule:** Outline how activities will rotate within the program.
- **Subcontractors (if applicable):** List all subcontractors, their services, duration of involvement, and the enrichment goal(s) they will support.

Please note that the table below provides an example of the class schedule required under Tab 3. The Service Provider must submit their proposed class schedule, including all relevant program details, as part of their proposal. The proposed schedule should follow the provided format and include all required information in accordance with the format provided below.

Fall Session
 School: Elementary School
 Grade: TK

Program	Dates	Days	Duration	Quality Standards	Program Description	Location
Dance	8/18/2025 – 9/30/2025	M – W- Fri	60 min	Physical/Fitness		

Tab 4: Program Implementation and Operation Plan - Provide the various aspects of the program management, communication, staff development, and logistical planning that include the following.

- Policy and Procedures
- How do you handle daily program operations?
- Methods used to communicate with parents of students enrolled in the program
- Include how you provide program information to the School Board, Superintendent, Principals, and other Administrative Staff.
- Include how you collaborate and communicate with school site leadership and staff about the program and student needs.
- Include how you market the program to the school community
- Supervision plan and the method used to account for and track the whereabouts of each student enrolled in the program

- Provide a timeline indicating the steps required and time needed to establish the after-school program for the district.
- Include staff training and resources available to de-escalate disputes and resolve differences and conflicts between students, and conflicts between students and adults
- Describe the company's goals, future, and viewpoint, in the development and continuance of student academic enrichment-
- Include your initial financial investment in the program
- Include a yearly calendar that includes training, recruitment, and professional development.
- Describe how the program will obtain and support a quality staff
- Include a timeline for recruitment and how enrollment numbers will be met at each school.

Tab 5: License – If you have a state license to operate a childcare program or a State of California Business License, a copy must be included with your proposal. Also, include all copies of licenses that are necessary to perform the work called for in this request for proposal.

Tab 6: Financial Capacity– Provide a statement confirming the company's financial stability to fulfill the terms of this solicitation request and its ability to maintain financial capacity. This must include a signed, audited financial statement for the past two (2) full fiscal years. A letter verifying the availability of a line of credit may also be attached as supplemental information, but it will not substitute for the required audited financial statement. Please do not include your company's financial statements with your proposal.

Tab 7: Safety Policy – Describe your company's safety plan and emergency procedures, including head injury reporting. Include a copy of your company's existing Safety Policy.

Tab 8: Litigation - Provide a comprehensive summary of the Service Provider's litigation, arbitration, and negotiated/settled history with previous clients over the past five (5) years. Include the following details:

- The issues involved in the litigation or arbitration.
- The status of the litigation or arbitration.
- The names of the parties involved.
- The outcome of the case.
-

Proposals that fail to provide the requested information on lawsuits or litigation, or responses that claim attorney-client privilege without providing the required details, will be deemed non-responsive, disqualified from the selection process, and not evaluated.

Additionally, answer the following questions:

1. **Litigation or Arbitration Related to Similar Services:**
Have you or any of your principals been involved in litigation or arbitration of any kind relating to similar services involving a school within the past five (5) years? If yes, provide the name of the entity or agency and a brief description of the dispute.
2. **Service Contract Termination:**
Have you had a service contract terminated for convenience or default within the past five (5) years? If yes, provide details, including the name of the other party and the circumstances of the termination.

Tab 9: Signature Form and Contract Pricing - Pursuant to and in compliance with the Notice Inviting Request for Proposals and all the other related documents, the undersigned Service Providers, having reviewed the Request for Proposal Documents and all other Contract Documents, and upon compliance with all requirements for submittal this proposal, hereby proposes and agrees to perform and provide all services and materials required in strict compliance with the Contract Documents for this project. Please note that you must use this form to submit pricing. Submitting pricing on a different form or in a different format may result in your proposal being deemed non-responsive.

The enrollment numbers provided in Schedules A and B are intended solely for the purpose of calculating amounts and should not be constructed as actual enrollment figures or guarantees. These numbers are approximations and are subject to verification.

Added Alternate No. 1 shall be excluded from consideration during the evaluation process and shall not factor into the determination of the contract award. It is included in this RFP solely as an optional provision, to be exercised at the sole discretion of the District, in anticipation of the potential future expiration of existing services at the middle school. Upon such an occurrence, the District reserves the right to unilaterally exercise its option to include services for the middle school under this RFP or awarded contract.

SCHEDULE A – Cost per Student: The cost per student at an elementary school. This amount will be multiplied by the daily attendance and the number of days.

Bid Line Item No.	Grade Levels	Est. Project Enrollment	Total Cost per Student per Day	Number of Days	Total Amount
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180 Academic Days

1	TK/Kinder	150	\$	180	\$
2	Grades 1st thru 5th	1,000	\$	180	\$

Non-School Days

3	TK/Kinder	75	\$	30	\$
4	Grades 1st thru 5th	300	\$	30	\$

Added Alternate No.1 - Cost per Student. The cost per student at a middle school. This amount will be multiplied by the daily attendance and the number of days.

Bid Line Item No.	Grade Levels	Est. Project Enrollment	Total Cost per Student Per day	Number of Days	Total Amount
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180 Academic Days

5	BCMS	115	\$	180	\$
6	HMS	115	\$	180	\$
7	PVMS	115	\$	180	\$

Non-School Days

8	BCMS	100	\$	30	\$
9	HMS	100	\$	30	\$
10	PVMS	100	\$	30	\$

Acknowledgment of Proposal Addenda

In submitting this Proposal, the Service Provider, the undersigned Service Provider acknowledges receipt of all Proposal Addenda issued by the District, as set forth below.

Acknowledge the inclusion of each and all addenda issued prior to the Proposal due date in the blanks provided below and submit this page with your proposal. Failure to do so shall render your proposal non-responsive.

Service Provider's ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Number Number Number Number Number Number

The Service Providers declares that he/she has examined the Contract Documents, including the Addenda, and all other documents and requirements, and hereby proposes and agrees, if this proposal is accepted, to provide all services, to fulfill the said services in accordance with the Contract Documents. I agree to receive service notices at the e-mail address listed below.

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

Proper Name of Company: _____

Name of Service Providers Representative: _____

Street Address: _____

City: _____ State:) _____ and Zip _____

Phone Number: () _____

Fax Number: () _____

E-Mail: _____

By: _____ Date: _____

Signature of Service Providers Representative

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

All signatures must be made in permanent blue ink.

List of References

Provide the contact information for a representative from five (5) school districts or public entities to which your company has provided after-school services within the past five (5) years. Include current and accurate contact details.

1. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Service Provider has previously provided product, reference checks and examination of all public records.
2. The District will contact the references provided and make a maximum of two (2) attempts to reach each contact. Each reference will be asked ten (10) questions addressing, but not limited to, the following topics:
 - Quality of Services
 - Contract Amount
 - Scheduling
 - Subcontractors Service Providers
 - Working Relationships
 - Staff
 - Paperwork Processing
 - Software Program
 - Performance
3. Each question will be scored on a scale of 1 to 10, with a defined rating scale. Service Providers that score below the “meets” category will be deemed non-responsive to the requirements of this RFP. If the District is unable to reach a reference after two (2) attempts, the total point value for that reference will be recorded as zero (0).

Rating Scale:

- Exceeds: 90 to 100 pts
- Strong: 75 to 89 pts
- Meets: 51 to 74 pts
- Weak: 45 to 50 pts
- Fail: 1 to 44 pts

FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

Reference 1		
Organization’s Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		

Brief Description of Services Provided:

Dates of Service:		
Contract Amount:		
Reference 2		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 3		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 4		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:

Email Address:		

Brief Description of Services Provided:
Date of Service:
Contract Amount:

Reference 5		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Date of Service:		
Contract Amount:		

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing Proposal.

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

Any person executing this declaration on behalf of a Service Provider 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 Service Providers.

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 _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

One of the boxes below **must** be checked.

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, the Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hawthorne School District, pursuant to the contract/purchase order issued in connection to RFP No. R25-26-1, and the service provider hereby certifies that of the employees have been convicted of or have an arrest pending final adjudication for any serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Service provider will ensure the safety of pupils by one or more of the following methods:
1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Contractors 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 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 Hawthorne School 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.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND

TOBACCO-FREE CAMPUS POLICY

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, 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 times.

DATE: _____ CONTRACTOR _____

By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

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

2. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
3. 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 employees.
4. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's Proposal.

Certification Regarding Debarment, Suspension, Ineligibility

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Any procurement contract for goods or services between the District and service provider in which the contract amount is equal to or exceeds \$25,000.00, shall require validation that the service provider has not been debarred, suspended, or is ineligible from participating and entering into a contract that is federally funded.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Service Provider's DUNS/Unique Entity Identification Number: _____

Attach proof from <https://www.sam.gov/SAM>

EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing proposal for RFP No. R25-26-1 Afterschool Program Services.

Federal affirmative action regulations mandate that Government Contracts include an Equal Opportunity (EO) clause in all contracts, subcontracts, and purchase orders. In compliance with the non-discrimination 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 Job for Veterans Act flow down to all tiers of contractors.

This service provider 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 all 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.

I acknowledge that I am aware of the provisions and hereby certify that I will adhere to all legal provisions, and I certify that the Company is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____
CONTRACTOR

By: _____
Signature

AGREEMENT

(Sample – Do Not include with your proposal)

I. INTRODUCTION

The Hawthorne School District (hereinafter referred to as the “District”) and _____, (hereinafter referred to as the “Service Provider”) have entered into this After School Program Services (“Agreement”) effective as of _____, 20____ (“Effective Date”). The District and the Service Provider may be referred to herein individually as a “Party” and collectively as the “Parties”

II. RECITALS

A. The District desires to obtain After School Program Services for its Educational Services Department (“Services”). On _____, 20____, the District issued RFP No. R25-26-1 for purposes of selecting a Service Provider to provide the necessary Services. Following the review of the responses to RFP No. R25-26-1 that it received, the District selected the responsive and responsible Service Provider that provided the best value to the district and received the highest scores.

B. The Parties acknowledge that: (i) the Services may be undertaken at a time when a public health emergency still exists with respect to the virus that causes COVID-19, and, as of the Effective Date, it is uncertain when this public health emergency will end; (ii) federal, state, and/or local governmental public health and other officials (“Public Officials”) have issued mandatory guidance and orders establishing safety and other requirements relating to COVID-19 (“COVID-19 Orders”) that may be applicable to the Services; and (iv) the possibility exists that, during the term of this Agreement, Public Officials may modify and/or issue additional COVID-19 Orders applicable to the Services. Without limiting the foregoing, Public Officials may include, among others: (i) the federal government, acting through the U.S. Department of Education or other department or agency of the federal government; (ii) the State of California, acting through the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), or other department or agency of the California government; or (iii) local city and/or county public health officials.

C. The Service Provider acknowledges and agrees that: (i) in connection with the Service Provider providing the Services and as set forth in this Agreement, the Service Provider shall be responsible, at no additional cost to the District, for compliance with any and all COVID-19 Orders applicable to the Services, regardless of whether those are in effect as of the Effective Date or take effect thereafter; and (ii) in the event the District’s schools or any nonpublic schools serving District students are closed or otherwise not providing student-based services and/or programs on a normal basis due to the COVID-19 emergency or for any other reason (“School Closure”), nothing in this Agreement shall be deemed or construed to constitute a commitment by the District to pay the Service Provider for services not rendered in accordance with this Agreement during the period the School Closure is in effect (“School Closure Period”).

III. GENERAL TERMS AND CONDITIONS

A. Scope of Work

Service Provider shall perform and render all services as prescribed and required by RFP No. R25-26-1 After School Program Services and all Contract Documents and any other documents signed by both parties relating to the subject matter of the Contract, all of which are incorporated by reference as though set forth in full herein. If applicable, the Service Provider shall comply with any required prevailing wage and labor requirements and shall defend and indemnify the District from any claims arising from the Service Provider’s failure to comply with such requirements.

The intent of this contract is to ensure the safety of children; alignment with the school curriculum; successful operation following established policies and procedures; strong financial operations, communication between the Service Provider and the District; protection of school facilities; and coordination of schedules. It is also intended to ensure continued successful student performance through a collaborative relationship among the District, Service Provider, and school sites.

B. Term of the Agreement

Subject to Recitals B and C herein, and subject to approval by the District in its reasonable discretion of a

calendar for the Services or the District otherwise requiring the provision of Services, the Service Provider shall provide the Services during the 2025-2026 Fiscal Year from July 1, 2025 and ending on June 30, 2026 ("Term"). The Term includes 180 instructional days and the District will have the option of including non-instructional days during the contract term. However, by means of a written agreement entered into before the end of the Term, the Parties may extend the Term for an additional fiscal year. The Parties thereafter may agree each year to continue this Agreement on a yearly basis for up to a total of four (4) Term periods.

The Contract price must include all fees, and quoted prices must stay in effect for a year after award of the contract. Cost increase may be negotiated each renewal period and never exceed the CDE's allotted amount per student, per attendance.

In the event that the Service Provider elects not to extend the contract for an additional Term, the Service Provider must notify the District of its intention in writing **90 days prior** to the Term anniversary date.

C. **Failure to Fulfill Contract.**

When any Service Provider shall fail to deliver any article or service or shall deliver any article or service which does not conform to the requested services outlined in this RFP, the District, may, at its sole discretion, annul and set aside the contract entered into with said Service Provider, by providing 30-day written notice, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to be the best advantage to the District. Including but not limited to entering a contract with the next service provider whose proposal demonstrates the best value and achieved the highest evaluation scores in sequence. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, as above stated, shall be a liability against such Service Provider and his sureties. The District reserves the right to cancel any articles or services which the successful Service Provider may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Service Provider, provided satisfactory proof is furnished, if requested.

D. **Notices**

The Parties shall serve or deliver by mail or email all legal notices, as applicable, to the persons and to the following addresses:

District Liaison for Services	Service Provider Liaison for Services
Contact Name: Jennifer Annett	Contact Name:
Title: Director of Special Projects	Title:
District Name: Hawthorne School District	Company Name:
Address: 14120 S. Hawthorne Blvd. Hawthorne, CA 90250	Address:
Phone: (310)263-3974	Phone:
E-mail: jannett@hawthorne.k12.ca.us	E-mail:

E. **Fees**

1. Contract Amount: The total amount of this contract shall not exceed XXXXXXXX.00 (\$ _____), unless amended in writing and approved by the Board of Trustees.
2. Payment Term: The Service Provider shall submit monthly invoices by the 10th of the following month that reflect all activity for the previous calendar month. The Service Provider shall furnish electronic invoices via email to jannett@hawthorne.k12.ca.us and ap@hawthorne.k12.ca.us. The District will pay undisputed invoices submitted by the service provider within 30 days of receipt date.

F. **Contract Rate Increase**

The Contract Rates set forth in Paragraph 1 of this Section D shall remain in effect at all times during the initial Contract Term. In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Hawthorne Unified School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Service Provider to increase the then-current

Contract Rates at the time it receives the request in writing from the Service Provider. However, for avoidance of doubt, in no event will the District agree to any increase, or any adjustment that results in any increase, in the Contract Rates that exceeds the CDE's rate allowance per student.

G. **Insurance**

The Service Provider and, if any, each of its subcontractors (regardless of tier) providing any portion of the Services/Supplies, each at its own expense, shall procure and, at all times during the Term and all authorized extensions to the Term, maintain policies of insurance in accordance with this Section F and otherwise satisfactory to the District covering the Service Provider's operations in connection with this Agreement. The Service Provider shall be responsible for ensuring compliance with these insurance-related requirements by its subcontractors. At least five calendar days prior to commencing performance of the Services, the Services Provider shall provide to the District, such certificates of Insurance and endorsements as reasonably evidence that its and its subcontractors' insurance coverage is in effect and applicable to the District and this Agreement. Not less than thirty (30) calendar days before any insurance policy required pursuant to this Section F is cancelled, expires, renewed, extended, or otherwise modified, the Service Provider shall furnish to the District such certificates of insurance and endorsements as reasonably evidence new or renewed insurance that satisfies all requirements of this Section F. In all cases, the insurance coverage maintained in accordance with this Section F shall require or be endorsed to require that written notice be provided to the District a minimum of thirty (30) days prior to any cancellation or change in any policy. In addition, and without limiting anything else in this Section F, each general liability and automotive liability policy shall provide, or be endorsed to provide, that each of the District, the Governing Board, and each member thereof, the Superintendent, and all other District officers, employees, agents, and volunteers (collectively, not including the District, the "District Representatives") are additional insureds for purposes of those policies. The types and coverage amount of the insurance required pursuant to this Section F are as follows:

Workers Compensation Insurance In accordance with limits established by law.	\$1,000,000
Commercial General Liability Insurance Per Occurrence	\$2,000,000
Aggregate	\$5,000,000
Commercial Automobile Liability Insurance Injury/death to one person	\$1,000,000
Injury/death to more than one person	\$2,500,000
Damage to property	\$1,000,000
Sexual Abuse and Molestation Insurance Per Wrongful Act	\$3,000,000
Aggregate	\$6,000,000
Cyber Liability Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

1. **Workers' Compensation**

In accordance with the provisions of Labor Code Section 3700, the Service Provider shall secure payment of compensation to all employees. The Service Provider and, if any, each of its subcontractors shall sign and file with the District the following certification prior to commencing any of the Services: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of RFP No. FS21-221.

2. **Commercial General Liability Insurance**

Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, and must include coverage for property damage, bodily injury, personal, & advertising injury, products and completed operations, liability assumed under an

insured contract (including tort of another assumed in a business contract, and independent contractor's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Each of the District and the District Representatives shall be named as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Service Provider. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 forms if later revisions used. The policy shall contain severability of interest/cross liability clause or language stating that the Service Provider's insurance applies separately to each insured against who is made, or suit is brought, except with respect to the limit of the insurer's liability.

3. Commercial Automobile Liability insurance.

The Service Provider shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles. If Service Provider or Service Provider's employees will use personal autos in connection with this Agreement and/or the Services, the Service Provider shall obtain evidence of personal auto liability coverage for each such person. Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO Form CA 00 01.

4. Sexual Abuse and Molestation Insurance:

In any Scope of Work where direct or incidental contact with students in or out of the classroom setting is likely to take place, the Service Provider must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$10,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claim made or claims made and reported basis. Coverage for such claims must be subject to any exclusion, restriction, or sub-limit. The District, its Board of Trustees, employees, agents, volunteers, and representatives must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Cyber Security

A. Cyber Security and Privacy Liability Policy:

This coverage shall have limits of not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate coverage. The policy shall provide coverage for liability arising from the theft, dissemination and/or use of confidential information, including but not limited to:

- Personally Identifiable Information (PII);
- Protected Health Information (PHI), security codes, access codes, passwords;
- Personal Identification Numbers (PINS), notification costs, credit monitoring, and other expert services, regulatory fines, and defense costs;
- Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to the service provider (first party or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
- Liability arising from professional misconduct or lack of the requisite skill required to the performances of service as defined in the contract or agreement.

B. Cyber Liability (Technology Errors and Omissions) Policy:

This coverage shall have a limit of not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate coverage. This policy will provide coverage from liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to:

- Credit monitoring and regulatory fines arising from such theft;

- Dissemination or use of the confidential information;
 - Network security liability arising from the unauthorized use of, access to, tampering with computer systems;
 - Liability arising from the failure of technology products (software) required under the contract for the provider to properly perform the services intended; Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement, improper deep-linking, framing, and infringement or violation of intellectual property rights;
 - Liability arising from the rendering, or failure to render, professional services.
6. The insurance described in the sections above shall name the District as an additional insured and shall also provide contractual liability coverage satisfactory to the District with respect to liability assumed by the Service Provider under the provisions of this Agreement. Written proof of compliance with the requirements of this paragraph consisting of certificates of insurance and a copy of the additional insured endorsement to the Service Provider's insurance policies in a form acceptable to the District shall be filed and approved by the District prior to any work performed by the Service Provider pursuant to this Agreement and prior to the expiration of each policy year thereafter.
 7. The Service Provider shall in each case renew such insurance not less than thirty (30) calendar days prior to the expiration thereof and shall promptly advise the district that such renewal has become effective. In the event the Service Provider fails to timely renew any insurance and provide notice of renewal to the District, the District, in its sole discretion may, but is not obligated to, pay the premium(s) necessary to maintain or otherwise have such insurance coverage in effect, and the Service Provider shall promptly upon demand reimburse the District for the associated costs incurred by the District and/or the District may offset such costs against any money due from the District to the Service Provider.
 8. If Service Provider fails to purchase and/or maintain any insurance required pursuant to this Section E, the District may, but shall not be obligated to, upon five (5) days' written notice to Service Provider, purchase such insurance on behalf of Service Provider and shall be entitled to be reimbursed by Service Provider promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Service Provider hereunder. Any and all amounts expended by the District as provided in Subsection 6 or this Subsection 7 of this Section E shall bear interest from the date expended until repaid to the District at the maximum rate permitted by law or at the rate of ten percent (10%) per annum, whichever is less.
 9. Within fourteen calendar days following any and each request by the District, the Service Provider shall provide to the District a certified copy of each insurance policy as requested by the District that the Service Provider is to have in effect pursuant to this Section E. The District may review the Service Provider's insurance policies, associated certificates of insurance, and any and all associated endorsements, to discern whether the Service Provider is in compliance with the requirements of this Section E and/or in connection with any claim or potential claim that may arise from this Agreement, the Services, and/or the actions by the Service Provider and/or its subcontractors in connection with this Agreement. No failure by the District to review, or to fully, appropriately or effectively review, the Service Provider's compliance with such insurance-related requirements shall be deemed or construed as a waiver or release by the District or to relieve the Service Provider from its obligations pursuant to this Agreement. The Service Provider's obligations pursuant to this Subsection 8 shall survive the completion of the Services and/or the expiration or earlier termination of this Agreement.
 10. In no event shall the types or coverage limits of the insurance specified in this Section F and maintained by the Service Provider, or the proceeds of any such insurance, be deemed or construed as limitations on any liabilities of the Service Provider in connection with this Agreement, including, without limitation, any liabilities associated with the Service Provider's indemnification obligations. The Service Provider shall have in effect at all times while this Agreement is in effect such additional or other insurance coverages as the Service Provider may determine in its reasonable business judgment are necessary and/or appropriate to protect the interests of the Service Provider and the District in connection with this Agreement.
 11. Umbrella/Excess Liability Policy: An Umbrella Liability Policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet the District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.

12. Acceptability of Insurers: All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Lines Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>

G. Termination

1. District Termination for Convenience

The District may terminate this Agreement at any time without need for cause by giving a 30-days written notice to the Service Provider, in which event the termination shall be effective on the date stated in the termination written notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Notwithstanding the foregoing, the District may terminate this Agreement effective immediately upon notice to the Service Provider in any emergency situation (regardless of whether constituting a health, fiscal, and/or other emergency) as declared by any federal, state or local governmental entity or as determined by the District in its reasonable discretion. In the event of a termination pursuant to this Subsection 1, the District shall pay to the Service Provider all undisputed amounts attributable to Services satisfactorily provided prior to the effective date of the termination, and the Parties thereafter shall be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly, implicitly, or impliedly survive the termination of this agreement.

2. District Termination for Cause.

The District may terminate this Agreement for cause by giving 30-days written notice of intent to terminate this Agreement to the Service Provider. Any and each such notice of intent to terminate shall specify in reasonable detail the material breach by the Service Provider of its obligations pursuant to this Agreement and/or other failure, error, omission, or other defect in the performance of the Services (each a "Default") that form the basis or bases for the termination. In such event, the Service Provider shall have: (i) 24 hours from receipt of the notice to cure any and all Defaults; and (ii) twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the District in its reasonable discretion for cure of) any other Defaults by the Service Provider. If the Service Provider fails to cure (or fails to make arrangements satisfactory to the District for cure of), or if it is not reasonably possible for the Service Provider to cure, any Default within the applicable period specified in this Subsection 2, the District may terminate this Agreement by providing written notice of termination to the Service Provider, in which event the termination shall be effective immediately upon receipt by the Service Provider of the notice of termination or on such later date as may be specified in the notice of termination.

3. Service Provider Termination for Cause.

The Service Provider may terminate this Agreement for cause by giving 60-days written notice of intent to terminate this Agreement to the District. Any and each such notice of intent shall specify in reasonable detail the Default(s) by the District that form the basis or bases for the termination. In such event, the District shall have twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the Service Provider in its reasonable discretion for cure of) the Default(s) specified in the notice of intent to terminate. If the District fails to cure (or fails to make arrangements satisfactory to the Service Provider for cure of) any Default within the applicable period specified in this Subsection 3, the Service Provider may terminate this Agreement by providing written notice of termination to the District, in which event the termination shall be effective immediately upon receipt by the District of the notice of termination or on such later date as may be specified in the notice of termination.

4. Remedies Not Limited.

In the event of a termination pursuant to either Subsection 2 or Subsection 3 of this Section G, neither Party's remedies shall be limited, and either Party may pursue such rights and remedies as may be available pursuant to this Agreement and applicable law.

H. Availability of Funds

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The District may terminate this contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this contract. In the event the District exercises this provision, no liability shall accrue to the District, and the District shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

I. **Fingerprint Requirements**

During the entire term of this Contract, the Service Provider shall fully comply with the provision of Education Code 45125.1(Fingerprint Requirements).

J. **Safety**

1. District shall provide copies of emergency procedures and evacuation plans to the Service Provider for all their school sites where after-school programs are in operation. Then, the District will develop an emergency plan for each school site. Service Provider will ensure that all site staff read and understand these emergency procedures and evacuation plans prior to the beginning of the program.
2. Any District safety plans, behavior plans, and emergency plans drafted by the Service Provider should be approved by the District Program Director and the school Principals.
3. District Principals shall include Service Provider Site Coordinators in any safety training programs and instruct them in the operation of the school's emergency notification system and how to announce an emergency. Service Provider's staff shall have access to disaster emergency supplies through the site custodial staff.
4. The Service Provider's staff, when available, shall be required to participate in regularly scheduled safety/emergency drills and to always be up to date about emergency operations and procedures. Service Provider staff will hold at least 3 emergency drills of their own. The plans for these drills will be shared with the Principal and the District's After School Coordinator.
5. Principals shall supply critical incident information (safety, security, illegal actions/behaviors, parent complaints, etc.) that may impact the site program or Service Provider staff as soon as possible to their respective Site Coordinators. Site Coordinators and/or designated Service Provider staff will notify Principals of any critical after-school incident. These procedures should be followed by Principals, Coordinators, the Program Specialist, Program Manager, and Site Coordinators. Designated Service Provider's staff and Principals will notify District Program Director of any critical incident and forward copies of all incident reports.
6. In the event an emergency occurs after the school office is closed, or during a period when Service Provider is hosting a special event, Site Coordinators will employ agreed-upon emergency and/or evacuation procedures. Site Coordinators must have student identification information, including emergency contact telephone numbers, to be able to notify parents, police, medical support, etc.
7. Service Provider after-school staff will have access to enrollment information, including students who have been suspended, expelled, or moved from the school so that after-school staff can update records and enroll new participants.

K. **School Alignment**

8. The Program Manager and District ELO-P Coordinator shall work with the Site Coordinators to create a recruitment plan to ensure that programs meet the needs of the school and grant guidelines. The school and Service Provider will work as partners to provide after-school services to students.

9. District reserves the right to make recommendations for appropriate placements for students. Service Provider Site Coordinators will work with their principals to coordinate services with other established programs, such as after-school interventions, other agency programs/projects, etc., and to provide aligned services that meet the needs of the school.
10. Site Coordinators shall inform teachers and other staff of after-school goals and related activities to ensure that connections are made to the regular school program and curricula. Service Provider staff, the District Program Director, and the Program Manager will have a plan for building collaboration and alignment between the school and Service Provider. The Service Provider shall provide lesson plans on a monthly basis to the District Program Director.
11. District Program Director, Service Provider Site Coordinators, and, if funding is available, Teacher Liaisons shall coordinate the needs of all students based on agreed-upon criteria so that the program will best address the needs and skills of participating students. Periodic pre-determined benchmarks will be utilized to establish if after-school goals are meeting the needs of participating students, such as improvement in behavior, academic achievement, and regular program attendance. The District Program Director and Service Provider staff will attend meetings to discuss effectiveness.
12. Within District guidelines, the District Program Director shall provide Site Coordinators and/or the Service Provider's Program Specialist and Program Manager information necessary for monitoring student attendance, benchmarks, and program goals to ensure that after-school activities are of high quality and are meeting goals and objectives set by the program. This monitoring is part of an overall plan for evaluating the effectiveness of after-school programs. District Program Director shall assist Service Provider staff in monitoring program effectiveness and providing bi-yearly feedback to the principals and after-school staff regarding outcomes and results.
13. At the beginning of each program, District schools shall provide student identification numbers for all enrolled students and any other information that will aid in meeting the needs of the students (academic history, special needs, attendance problems, behavior problems, etc.) within 30 days of operation.
14. Assist in the recruitment process for enrollment in the 30 non-school day programs.

L. **Approval**

This contract has no force or effect until it is signed by both parties and is approved by the District's Board of Trustees.

M. **Amendment and Modifications**

Neither this Agreement nor any written amendment, supplement, or other modification to this Agreement (each a "Modification") shall have any force or effect whatsoever unless and until approved by the Governing Board, either directly or through delegation and ratification, and executed and delivered by both Parties. No oral understanding or agreement of the Parties relating to the subject matter of this Agreement shall be valid or binding for any purpose whatsoever unless and until set forth in a written and duly approved Modification.

N. **Assignment**

In no event may the Service Provider assign this Agreement or any of its rights pursuant to this Agreement, or delegate any of its obligations pursuant to this Agreement, absent the express written consent of the District, which consent the District may grant, withhold, or condition in its sole and absolute discretion. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties' respective successors and assigns.

O. **Waiver of Subrogation**

The Service Provider hereby waives, for the benefit of the District and each of the District Representatives, and on behalf of its insurers, any and all rights of and to subrogation that any of those insurers may acquire or otherwise have as the result of the payment of any loss under such insurance in connection with this Agreement and/or the Services/Supplies. The Service Provider shall obtain and provide to the District any and all endorsements or other documentation that may be necessary to affect such waivers of subrogation, but the

waivers shall be valid and binding regardless of whether the District actually receives any such documentation.

P. **No Third-Party Beneficiaries**

The District and Service Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Except as provided by applicable law, nothing in this Agreement shall be deemed or construed to provide any benefit or right, directly or indirectly, to any third party.

Q. **Firearms and other Weapons Prohibited**

All District properties are weapons and firearms-free zones. The Service Provider, its subcontractors, and their respective employees, agents, and representatives are each hereby prohibited from possessing on their persons or in their vehicles, any firearms or other weapons while on or at any District property.

R. **Severability**

Should a court of competent jurisdiction hold or otherwise determine that any provision of this Agreement is illegal, unenforceable, and/or void, then: (i) each Party shall be relieved of any obligations arising from such provision; and (ii) if the performance of the remaining provisions of this Agreement reasonably would result in both Parties receiving substantially the benefits intended by this Agreement, such remaining provisions shall remain and continue in full force and effect, but shall to the extent possible be interpreted and implemented to effect the intent of the Parties in agreeing to the illegal, unenforceable, and/or void provision. If both Parties would not receive substantially the benefits intended by this Agreement, this Agreement shall terminate on the date the holding or other determination by the court becomes final and no longer subject to appeal.

S. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

T. **Silence/Absence/Omission**

Any silence, absence, or omission from the Agreement specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.

U. **Indemnification**

The Service Provider shall indemnify and hold harmless the District, the District Representatives, and each of them, with respect to any and all liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees and other legal costs), and other liabilities of whatever nature (each a "Liability" and, collectively, the "Liabilities") that arise from breach by the Service Provider of its obligations pursuant to this Agreement and/or acts or omissions (regardless of whether constituting negligence or willful misconduct) of the Service Provider, any of its subcontractors, or any Service Provider or subcontractor employee, agent or other representative in connection with this Agreement, including, without limitation, Liabilities that arise from death of or injury to any person, damage to any property, and any disputes between or involving the Service Provider and any of its subcontractors or other third parties. With respect to each and all claims, demands, actions, and other proceedings initiated in connection with each and any Liability or Liabilities, the Service Provider shall defend the District and the District Representatives, and each of them, using legal counsel reasonably acceptable to the District, but selected and retained by the Service Provider at its sole cost and expense. In connection with each such defense, the Service Provider shall: (i) timely pay or otherwise satisfy any and each judgment that may be rendered against the District and/or any of the District Representatives; (ii) within thirty days of receiving an invoice from the District, in each case pay all legal and/or other costs reasonably incurred by the District, including, without limitation, the costs associated with the District's legal counsel advising in regard to, monitoring and, as necessary, participating in the defense. With respect to any particular Liability, and notwithstanding the foregoing provisions of this Section R, the Service Provider shall not be obligated to indemnify and hold-harmless the District or any of the District Representatives to the extent, but only to the extent, the Liability is attributable to the sole negligence, active negligence, or willful misconduct of the District or any of the District Representatives, in which case the Parties shall be responsible and liable on a comparative basis.

V. **Force Majeure**

For purposes of this Agreement, a "Force Majeure Event" is any situation or event that develops or occurs after the Effective Date and that reasonably: (i) is beyond the control of a Party; and (ii) precludes the Party from performing one or more of its obligations pursuant to this Agreement. Without limiting the foregoing, Force Majeure Events may include, but are not limited to: (i) a public health emergency declared by governmental officials; (ii) a fire, explosion, power failure, or strike or labor dispute, not in whole or in part

caused by or attributable to any act or omission by the Party; (iii) wildfire, earthquake, flood, or similar acts of God; (iv) war, civil disturbance, acts of civil or military authorities or public enemy; and (v) local, state or federal government acts or orders that result in stoppage of work or services, or the freezing, re-allocation, reduction, or elimination of funding.

For avoidance of doubt, all mandatory guidance, orders and recommendations of federal, state, and local governmental public health and other officials ("Public Officials") relating to and/or establishing safety and other requirements relating to, the virus that causes COVID-19 (collectively, "COVID-19 Orders") that were or are in effect prior to or as of the Effective Date shall in no event be deemed or construed as the basis for, or to constitute, any Force Majeure Event. However, if and to the extent Public Officials modify and/or issue additional COVID-19 Orders that are applicable to this Agreement and/or the Services, and subject to satisfaction of all other requirements of this Section T, a Party shall not be precluded from asserting that those subsequent COVID-19 Orders constitute a Force Majeure Event. Also, for avoidance of doubt, a general economic downturn or other adverse "business climate" shall in no event be deemed or construed to constitute a Force Majeure Event.

Notwithstanding anything to the contrary: (i) a Party shall not be deemed to be in breach of this Agreement if, as a direct result of a Force Majeure Event, the Party is precluded from performing, or from timely performing, any one or more of its obligations pursuant to the Agreement; and (ii) no such delay or failure shall constitute an event of default attributable to such Party. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event, the Party must give written notice to the other Party: (i) immediately if the failure or delay in performance relates to the actual transportation of District students; or (ii) within five calendar days of becoming aware of, or other discovery of, the Force Majeure Event, if the failure or delay in performance relates to any obligation pursuant to the Agreement other than the actual transportation of District students. Each such notice shall specify in reasonable detail the cause and existence of the applicable Force Majeure Event and its impact on the performance by the non-performing Party.

Nothing in this Section T or elsewhere in this Agreement shall be deemed or construed to preclude the District from terminating this Agreement for the District's convenience, in accordance with Section H herein.

W. **Compliance with the Law**

The Service Provider shall comply with all laws, ordinances, rules, regulations, and other federal, state, and local governmental requirements applicable to this Agreement and/or the Services. At all times while this Agreement is in effect, the Service Provider shall have and maintain in effect any and all licenses, permits, and other approvals or consents as are necessary and/or appropriate to authorize the Service Provider to conduct its business and perform its obligations pursuant to this Agreement.

X. **Applicable Law and Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, regardless of any conflict-of-laws, choice-of-law, or other provisions of any federal, state, or other law. Any and each action or other proceeding arising from this Agreement and/or the Services shall be initiated and conducted only in an appropriate court located in the County of Los Angeles, California.

Y. **Interpretation of Agreement**

Each Party acknowledges that, in executing this Agreement, such Party: (i) has sought, or has had the unqualified opportunity to seek, the advice of its own independent legal counsel; and (ii) has read and understands all of the terms and provisions set forth in this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein. The Recitals set forth in Part II of this Agreement are hereby incorporated as operative and effective provisions of this Agreement. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any provision herein.

Z. **Provisions Required by Law**

Each and every provision required by law to be inserted into this Agreement shall be deemed to have been inserted into this Agreement, and this Agreement shall be read and enforced as though it were included. However, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon request of either Party, the Parties shall reasonably cooperate with respect to amending or otherwise

modifying this Agreement to make such insertion or correction.

AA. **Disputes**

Attorneys' Fees. In connection with any and each dispute that arises from Agreement and/or the Services/Supplies, each Party shall be responsible for paying its own attorney's fees and other related costs and expenses. The provisions of this section shall survive the completion of the Services/Supplies and/or the expiration or earlier termination of this Agreement.

BB. **Waiver**

No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

CC. **Subcontract/Assignment**

No provision of this contract shall be assigned or subcontracted without prior written approval of the District. The execution and delivery of this contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties thereto.

III. **RELATIONSHIP OF THE PARTIES**

The Service Provider's relationship with the District will be that of an independent contractor and not that of an employee or supervisor of the District. The Service Provider will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Service Provider for taxes, all of which will be the Service Provider's responsibility. The Service Provider agrees to indemnify and hold the District harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. It is further understood that the Service Provider shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Service Provider pursuant to this contract.

A. **Staff**

1. District ELO-P Coordinator, District ELO-P Assistant Principal, and each school site Principal will approve the selection of the District Coordinator and Site Coordinator based on the identified criteria/job description. The Service Provider will actively engage the District's ELOP Coordinator and District ELO-P Assistant Principal in the hiring process by incorporating the following communication plan:

- a) **Scheduled Updates:** Service Provider will provide the District with regular updates on the hiring process, ensuring transparency and allowing for any necessary input without causing delays.
- b) **Feedback Loop:** Create a structured feedback loop where the district can share their insights and expectations for the roles which we will consider in our hiring decisions.
- c) **Interim Meetings:** Schedule interim meetings to discuss any concerns or suggestions from the district regarding the service providers staffing, ensuring that any issues are addressed promptly.
- d) **Collaborative Review:** For higher-level positions, we can establish a joint review panel that includes district representatives to participate in the interview process.

Expanded learning job descriptions are as follows:

- District - ELO-P Coordinator: District administrator who oversees the Hawthorne School District's ELO programs and works directly as a district representative and liaison between Hawthorne School District & service provider.
- District ELO-P Assistant Principal: District administrator who supports the supervision of the HSD Expanded Learning programs and works as a district representative and liaison between the District and the service provider.
- Program Coordinator: employed by the service provider who oversees all of the school sites within Hawthorne School District. Supervises all (service provider) staff working with the ELO program at Hawthorne School District.

- Site Coordinator- employed by the service provider and coordinates all staff within a school site. Responsible for coordinating the program at the site level.
 - Program Educator- employed by the service provider who is responsible for supervision and safety of the Hawthorne students. One for each 20 students (grades 1-5) and one for each 10 students (Grades TK and K).
2. All of the Service Provider's staff must meet District minimum requirements for an instructional aide.
 3. The District-ELO-P Coordinator will review and approve position descriptions for all Service Provider Program Coordinators, Program Specialists, Site Coordinators, and Program Leader positions.
 4. Site Coordinators will provide staffing lists, work schedules, and weekly or monthly calendars of after-school activities and a copy will be sent via email to the District-ELO-P Coordinator and school Principal. The weekly calendar will also be sent via email to the school site staff. Principals shall share school calendar events that may interfere with the regular operation of after-school programming.
 5. Site Coordinators shall report any staffing problem that directly impacts student/leader ratios, to the District ELO-P Coordinator and Service Provider Program Coordinator immediately. Staffing problems, therefore, will be resolved collaboratively.
 6. After-school staff shall follow the dress code and management standards established by the school regarding personal use of cell phones, headsets, recording/listening devices, etc., during program hours.

B. Operations

1. Service Provider shall take student attendance daily using the EZReports digital system. Service Provider shall submit monthly attendance reports to the District ELO-P Coordinator.
2. District ELO-P Coordinator, District ELO-P Assistant Principal, site Principals, Service Provider Program Coordinators, and Service Provider Site-Coordinator shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served.
3. District ELO-P Coordinator, District ELO-P Assistant Principal, Service Provider Program Coordinators, and Service Provider Site-Coordinator will meet weekly to monitor program activities, attendance goals, and other plan components.
4. Service Provider Site Coordinators will notify the Service Provider Program-Coordinator, District ELO-P Coordinator, and District ELO-P Assistant Principal with each Principal being invited when the attendance drops below the goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment. Service Provider Program Coordinator and other after-school personnel shall assist the Service Provider Site Coordinator in the implementation of the plan.
5. Service Provider Program Coordinator and Service Provider Site Coordinators will maintain a waiting list of students to ensure that vacancies are filled as soon as they occur.
6. Only students who have attended the regular-day program (or have been in school at least 1/2 day but excused the rest of the time) shall be allowed to participate in that site's after-school program.
7. All field trips must be approved by the District ELO-P Coordinator, District ELO-P Assistant Principal, and District Program Director prior to the advertising or signups for the trip; as well as follow any District board policies related to such field trips.

C. Communication

1. Service Provider Site Coordinators shall immediately address any concerns on the part of parents, teachers, employees, students, or neighbors regarding the operations of Service Provider programs. This may involve direct communication with the Site Principal, respective Service Provider Program Coordinators, and District ELO-P Coordinator. Both the Site Principal and Service Provider Site Coordinator shall immediately communicate to the other any issue as it arises so that it may be adequately addressed and resolved; and the District ELO-P Coordinator shall be copied on all such correspondence.
2. Site Principals and District ELO-P Coordinator will receive at the beginning of the program a roster of Service Provider staff, with their work contact information; District approved job descriptions, and chain of command. Site Principals and District ELO-P Coordinator will be informed immediately of any staffing changes. Updated rosters will be provided when staff changes occur. Service Provider will provide rosters of all school staff involved with the Service Provider.
3. The Service Provider Site Coordinator shall have access to school communications such as bulletin boards, newsletters, school mailboxes, handouts, etc., with which to promote the Service Provider program and activities. District ELO-P Coordinator, District ELO-P Assistant Principal, and Service Provider Program Manager shall review for appropriateness all items for distribution prior to posting. The Service Provider Site Coordinator must have permission from the principal prior to distribution of any items.
4. Service Provider Site Coordinators shall have access to telephone, computer, and office space for maintaining files and records.
5. With District Program Director Permission, District ELO-P Coordinator, and Site Principal shall allow a Service Provider sign and/or banner on the exterior of the school building/fencing, and a place that is accessible to staff and parents to advertise the program and to post program enrollment, activities, and schedules, etc.
6. District ELO-P Coordinator and District ELO-P Assistant Principal will confer with Site Principals to review program quality, successes, and concerns. Information will be shared with the Service Provider Site Coordinator and Service Provider Program Manager.
7. Service Provider Site Coordinators will make at least one informal weekly contact with Site Principals and have one formal monthly meeting with Site Principals that will include a District ELO-P Coordinator and District ELO-P Assistant Principal.
8. District Program Director will visit each site a minimum of two times a year or more often depending on individual site needs and/or requests.
9. Service Provider Program Manager is expected to manage the Service Provider responsibilities of the District After-School Program in-person from 10:00AM - 6:30 PM; and is expected to oversee and be present for the occasional Saturday District After School Expanded Learning Program activities. Additionally, the Service Provider Program Coordinator will be required to be at school sites during program hours for a minimum of 3.5 hours each day and will make at least 1 informal weekly visit to each school site. Service Provider Program Coordinator and Service Provider Program Manager will email weekly scheduled visits to District ELO-P Coordinator and District ELO-P Assistant Principal prior to the commencement of the week. The email will include times and purposes for each site visit. An exception is to be made for providing pre-approved professional development for program staff, before or after program hours, from various school sites.

IV. FINANCE AND ADMINISTRATIVE RECORDS

- A. Service Provider must provide a budget to District, which shows that a minimum of 92.5% of all projected revenue will be spent on direct services. Administrative costs/indirect costs may not exceed 7.5% of the budget submitted by Service Provider. Said budget will include a minimum of \$1,000.00 per site for student supplies and materials. These supplies and materials will be ordered for each site by Service Provider.
- B. The monthly attendance rate for each school site needs to meet the District's 90% attendance rate.

- C. The District will provide the 33% match required by the grant.
- D. The Service Provider further notes that the 90% fiscal year attendance target must be met by February 20th, of each fiscal year; so that the payment can be made prior to the end of the current fiscal year.
- E. A program budget implementation plan must be developed.
- F. Progress Reports will be conducted on a quarterly basis using the assessment criteria listed in the table below. The District and awarded Service Provider will schedule the timeline by school site.

	Meeting/exceeding 90% attendance goal		FOLLOW-UP NEEDED		CQI time line provided		CQI update provided		FOLLOW-UP NEEDED		PIP recommended		Follow-up needed	
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
First Quarter check-in (INSERT date)														
Second Quarter check-in (INSERT date)														
First 1/2 of school year assessment (December 13, 2019)														
Third Quarter check-in (INSERT date)														
Fourth Quarter check-in (INSERT date)														

- G. If the fiscal year attendance targets and/or ratio requirements are not met by the Service Provider, the District shall begin cure remedies by addressing and identifying the areas of concern by issuing a Plan of Action Request. The Service Provider shall provide the District with a Corrective Action Plan with the following information but is not limited to:
 - Address areas of concern
 - Step/Activity
 - Timeline – indicate for each step
 - Indicator for each step
 - What worked and what did not work
 - Change(s) needed to meet objective
 - Person responsible
 - Describe corrective action for each step
- H. The awarded Service Provider(s) shall be subject to the assessment and withholding of Actual Damages resulting from the Service Provider's failure to meet the District goals or perform services as outlined in the RFP. The District shall be able to recover all actual damages incurred because of the default. The District shall provide an itemized list of damages incurred and said amount shall be the claim amount.
- I. Inventory: Service Provider is required to provide to District an inventory of all equipment at each site for all non-consumables. The sheet shall contain all compliance-required documentation including the name of the item, purchase price, date purchased, and District inventory tag number (if applicable). The inventory documents, to be provided by District, shall be updated annually, and sent to the District Program Director. Service Provider understands that all items purchased with the grant monies are the property of the District school and/or District property for which they were purchased. District shall maintain title to all equipment purchased for the program.

V. PROGRAM

The District and the Service Provider shall allow access to any books, documents, papers, and records of the Service Provider that are directly pertinent to the contract for the purpose of making an audit and examination. Service Provider shall preserve all records relating to this Contract for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to the services.

A. **Program Coordination**

1. Site Principals shall coordinate with their Service Provider Site Coordinators on the development of the after-school program calendar including parent workshops, special activities such as minimum-day schedules, open houses, back-to-school nights, parent-teacher conferences, special events, construction, or repair work, etc.
2. In the event the school calendar should change for any reason that would affect the regular after-school operation, the Site Principal shall provide timely notification to the Service Provider Site Coordinator in order that after-school parents can be notified of any change in schedule. District after school programs must be open every day during the regular school calendar year. Principals and Site Coordinators shall follow the Uniform Student Accountability Procedures system that ensures students move from the regular school program to the after-school program so that they are accounted for and identified.

B. **Snack Program**

1. The District will provide approved snacks for each program site during the school year.
2. Schools will provide a drop-off and storage area (cafeteria), including refrigeration if needed, for all delivered snacks.
3. The Service Provider shall comply with the District snack procedures and accounting. Training will be provided for all new staff.
4. The Service Provider shall be responsible for reimbursing the District for any food that spoils as a result of the failure to follow District procedures.

C. **Audit and Inspection of Records**

1. Service Provider shall maintain, and District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices, and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Within ninety (90) days of termination of services at any site, Service Provider agrees to turn over all relevant records from program operations to District, including, but not limited to, attendance records, accounting documents, canceled checks, and expense receipts.
2. Service Provider shall make said evidence available to District at all reasonable times and without charge to District. Said material shall be provided to District within five (5) working days of a written request from District. Service Provider shall, at no cost to District, furnish assistance for such examination/audit. Service Provider and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or contract termination. District's rights under this section shall also include access to the Service Provider's offices for the purpose of interviewing the Service Provider's employees.
3. Service Provider's failure to provide records or access within the time requested shall preclude the Service Provider from receiving any payment due under the terms of this contract until such evidence/documents are provided to District.

D. **Reporting Requirements**

1. Service Provider shall submit to District all financial documents including a written budget of estimated expenses for each program site at the beginning of District's fiscal year and statistical and narrative reports required by District, as further outlined in the policies and procedures issued by District. At a minimum, Service Provider agrees to submit the following reports: program budget for the term of this agreement, to be submitted within thirty days of the commencement of services; year-end accounting reconciliation, to be submitted by September 1st of each program year; State and Federal evaluation templates; and attendance track records. All such reports shall be submitted in a timely basis. The District reserves the right to place additional reporting requirements on

the Service provider, as appropriate.

E. School Facilities

The District will make available to the Service Provider the area(s) of the premises in which the Service Provider shall render its services. The District shall not be responsible for loss or damage to equipment owned by the Service Provider and located on the District's premises.

1. Schools shall provide daily access to classrooms for each cluster of TK-Kindergarten 10:1 and 1st grade- 5th grade 20:1. A week prior to the first day of operation, the Site Principal, District ELO-P Coordinator, and Service Provider Site Coordinator shall agree upon which classrooms and facilities on the school campus the Service Provider program will use. Use changes should be discussed and confirmed in advance.
2. With permission of Site Principals, after-school program staff will have access to libraries, multi-purpose rooms, cafeterias, labs, and other facilities.
3. Site Principals will work with custodians to develop and adjust a cleaning schedule, so that after-school students and staff have access to needed facilities. Schools are responsible for all custodial services.
4. After-school Service Provider staff shall ensure that classrooms, workspaces, storage areas, and other facilities used by the Service Provider will be left in the same condition it was in when they checked in, clean and tidy.
5. General school amenities shall be provided to the Service Provider program staff and students such as restrooms, water fountains, etc., during program operations.

VII. Entire Agreement

This Agreement and the other Contract Documents, collectively: (i) constitute the entire and integrated agreement between the Parties with respect to the subject matter of this Agreement; and (ii) supersede any and all prior negotiations, representations, understandings, and agreements relating to such subject matter, whether written or oral.

In witness whereof, the Parties have executed this Agreement, as evidenced by the signatures, below, of their respective duly authorized representatives AGENCY:

DISTRICT:

SERVICE PROVIDER:

HAWTHORNE SCHOOL DISTRICT

Company Name

Signature

Signature

By: Dr. Brian Markarian

Print Name

By:

Print Name

Title: Superintendent

Title: _____

Mailing Address:

Hawthorne School District
14120 Hawthorne Blvd.
Hawthorne, CA 90250
310-263-3974

Mailing Address:

Phone No.: _____

Fax No.: _____

E-mail: _____

END OF SECTION

APPENDIX A

DISTRICT CONTACT LIST

Jennifer Annett, Director of Special Projects
Hawthorne School District
14120 South Hawthorne Boulevard Hawthorne, CA 90250
310-676-2276 Ext.-3974

Kathy Carbajal, ELO-P Coordinator
Hawthorne School District / HSD Learning Center
13928 Kornblum Avenue. Hawthorne, CA 90250
310-970-7550 Ext. 43612

Tasneem Muhammad, ELO-P Assistant Principal
Hawthorne School District / HSD Learning Center
13928 Kornblum Avenue. Hawthorne, CA 90250
310.970-7550 Ext. 43613

School Sites:

School/ Location

Eucalyptus 12044 S Eucalyptus Ave., Hawthorne, CA 90205
Jefferson 4091 W 139 th St., Hawthorne, CA 90250
Kornblum 3620 W El Segundo Blvd., Hawthorne, CA 90250
Ramona 4617 W 136 th St., Hawthorne, CA 90250
Washington 4339 W 129 th St., Hawthorne, CA 90250
York 11838 S York Ave., Hawthorne, CA 90250
Zela Davis 13435 S Yukon Ave., Hawthorne, CA 90250

Added Alternate #1

BCMS 13838 S. Yukon Ave., Hawthorne, CA 90250
HMS 4366 W. 129 th St., Hawthorne, CA 90250
PVMS 13600 Prairie Ave., Hawthorne, CA 90250

APPENDIX B

School Bell Schedules

Start and End Times

Elementary School Sites

Eucalyptus	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
Jefferson	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
Kornblum	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
Ramona	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
Washington	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
York	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm
Zela Davis	Grades TK-3	8:30 am - 2:30 pm
	Grades 4-5	8:30 am - 3:00 pm

Added Alternate No. 1

Bud Carson Middle School	Grades 6-8	8:30 am - 3:00 pm
Hawthorne Middle School	Grades 6-8	8:30 am - 3:00 pm
Prairie Vista Middle School	Grades 6-8	8:30 am - 3:00 pm

Minimum Days are scheduled every Wednesday and dismissal time for Grades TK through 5th Grade is 2:00 p.m.

APPENDIX C

**School Sites and ELO-P After-School Program
Program Hours of Operation
2024-2025**

The After-School Program will be operating for 180 school days with the optional 30-non instructional days from **July 1, 2025, through June 30, 2026.**

Elementary Schools

Eucalyptus	<u>TK-3rd Grade</u> <ul style="list-style-type: none"> ● Monday, Tuesday, Thursday, Friday ● Wednesday (<i>Early Dismissal</i>) <u>4th-5th Grade</u> <ul style="list-style-type: none"> ● Monday, Tuesday, Thursday, Friday ● Wednesday (<i>Early Dismissal</i>) 	<ul style="list-style-type: none"> ● 2:30-6:00 pm ● 2:00-6:00 pm
Jefferson		
Kornblum		
Ramona		
Washington		
York		
Zela Davis		
BCMS	<u>6th -8th Grade</u> <ul style="list-style-type: none"> ● Monday, Tuesday, Thursday, Friday ● Wednesday (<i>Early Dismissal</i>) 	<ul style="list-style-type: none"> ● 3:00-6:00 pm ● 2:00-6:00 pm
HMS		
PVMS		

ELO-P Non-School Days

30 days of Intersession/Summer Program

8:30 - 5:30

Exact Dates and School Site(s) TBD

APPENDIX D

Program Goals					
HSD After-School Program Sites					
School	School Enrollment	24-25 Program Enrollment	Area Manager	Site Coordinator	Program Leaders
Eucalyptus	709	182	Two (2) full-time Area Managers are required for all elementary schools	1	TBD – will vary based on the number of classes and the staffing ratio.
Jefferson	549	171		1	
Kornblum	566	125		1	
Ramona	767	270		2	
Washington	418	129		1	
York	449	117		1	
Zela Davis	843	181		3	
Total	4,301	1,175			

Added Alternate #1

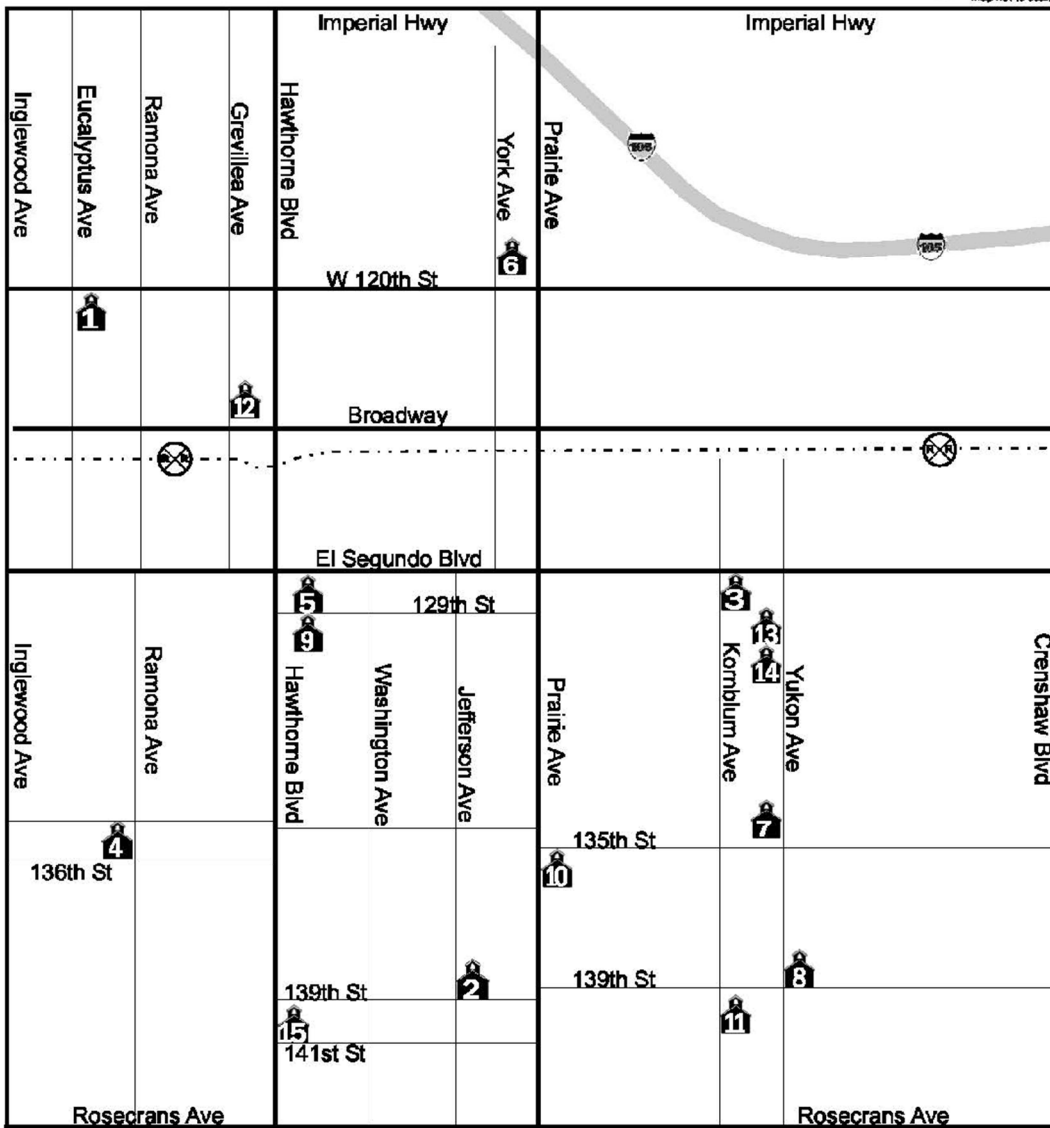
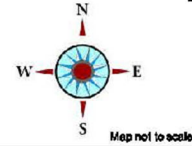
BCMS	601	135		1	
HMS	761	136		1	
PVMS	674	122		1	
Total	2,036	393			

APPENDIX E

SCHOOL SITE MAP

HAWTHORNE SCHOOL DISTRICT MAP

- | | | |
|-------------------------------------|--------------------------|--------------------------------------|
| 1. Eucalyptus | 6. York | 11. Prairie Vista South |
| 2. Jefferson | 7. Zela Davis | 12. Hawthorne Math & Science Academy |
| 3. Kornblum | 8. Bud Carson Middle | 13. Maintenance |
| 4. Ramona | 9. Hawthorne Middle | 14. Warehouse |
| 5. Washington/
Children's Center | 10. Prairie Vista Middle | 15. District Office |



APPENDIX F

Attachments Checklist

This checklist is provided as a convenience to assist Service Providers in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance does not relieve the Service Provider of responsibility for compliance with any bid requirement which may not be mentioned, specifically in this checklist. Original documents and copies are required, alongside a flash drive. Faxed or emailed documents will not be accepted.

The following forms are included:

- Attachments Checklist (this form): All items listed are checked, initialed, signed, and included in the complete bid package.
- Requested format is followed (Tabs)
- Request for Proposal Signature Page.
- List of References
- Non-Collusion Declaration
- Contractor's Certification Regarding Background Checks
- Contractor's Certification Regarding Drug-Free Workplace
- Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Contractor's Certification Regarding Worker's Compensation
- Certification Regarding Debarment, Suspension, Ineligibility
- Contractor's Certification Regarding Equal Opportunity Employment