BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER – 1300 BAKER ST. – BAKERSFIELD, CA - 93305

REQUEST FOR STATEMENTS
OF QUALIFICATIONS AND
PROPOSALS FOR:

Comprehensive Sexual Health and HIV Prevention Education Program

RFP No. 25-04-05

David West, Director of Purchasing
1300 Baker Street
Bakersfield, CA 93305

April 4, 2025

REQUEST FOR STATEMENTS OF QUALIFICATION AND PROPOSALS: COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION PROGRAM

I. ***NOTICE OF RFP***

Notice is hereby given that the Bakersfield City School District, located in Bakersfield, California ("District") is requesting Statements of Qualifications and Proposals from qualified vendors to provide a Comprehensive Sexual Health and HIV Prevention Education program for grades 7-8. The District intends to select one vendor that can meet or exceed the needs and requirements specified herein. If you are equipped to serve grades 7-8 and have successfully provided such a program for school districts of similar size and student population, please describe this in your proposal. Qualified respondents are invited to submit their proposal in a sealed envelope no later than 11:00 a.m. on Thursday, May 8, 2025, to the following address:

Bakersfield City School District
RFP: Comprehensive Sexual Health and HIV Prevention Education Program
Attn: David West, Director, Purchasing
1300 Baker St.
Bakersfield, CA 93305

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an informal solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Proposer may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

II. ***GENERAL INSTRUCTIONS AND REQUIRED INFORMATION***

1. NAME OF COMPANY: Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

2. PROPOSER'S RESPONSIBILITY: Before submitting a proposal, Proposers shall carefully examine the scope of work, and the forms of other contract documents. Vendors shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of a lack of such examination or knowledge.

3. EXAMINATION OF DOCUMENTS: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer shall, before the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an RFP for bidding purposes without divulging the source of the request. The District's decision shall be final in any matter on the interpretation of documents.

4. ADDENDA OR MODIFICATION OF RFP RESPONSE: The District may modify this RFP before the date scheduled for submission of proposals by the issuance of an addendum to all parties who received the RFP to submit a proposal. The addenda shall be numbered consecutively as a suffix to the RFP reference number. Questions regarding this RFP may be submitted by email no later than 10:00 a.m., April 25, 2025, to the following email address: westd@bcsd.com. If applicable, an addendum with a summary Q&A will be posted to the District website by April 30, 2025, at the following link: https://www.bcsd.com/departments/purchasing/bids

5. ACCEPTANCE OR REJECTION OF BIDS: The Board of Education reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards based on the proposal or proposals it deems most economical to the District and most desirable for its operational program.

6. DISPOSITION OF PROPOSALS: All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Proposer's expense. The original copy shall be retained for official files and will become a public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be redacted upon request at the time the proposal is submitted.

7. ASSIGNMENT/FINANCING: The awarded vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable).

8. FORCE MAJEURE CLAUSE: The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by an act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Proposer.

9. FEDERAL OR STATE REGULATIONS: The Proposer's proposal and any Contract entered into are subject to all applicable statutes of the Projected States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

10. INDEPENDENT CONTRACTOR: In the performance of the services, duties, and obligations assumed by the awarded vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Vendor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto shall be an employee of the vendor, and the vendor shall, by way of example but not by way of limitation, withhold federal and state income taxes, as well as the required employee social security contribution of each, said, persons.

The vendor shall comply with all regulations regarding employees, and the vendor shall pay and/or contribute its required share as the employer of said persons. The vendor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

11. HOLD HARMLESS CLAUSE: The Contractor shall hold harmless and indemnify the District and the Board of Education, 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 the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however, caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by the Contractor that the District has infringed a patent or copyright of the Contractor.

d. The Contractor, at its 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. With respect to claims of patent or copyright infringement, the District agrees to give the Contractor notice of any such claim and to fully cooperate with the Contractor in the defense and all related settlement negotiations.

12. INVOICE AND PAYMENTS:
All invoices must be sent to the following address below:

BAKERSFIELD CITY SCHOOL DISTRICT - ACCOUNTS PAYABLE
1300 Baker Street, Bakersfield, CA 93305, Tel No: (661) 631-4600

All invoices submitted for payment must include the District Purchase Order (P.O.) Number and be under the same firm name as shown on the P.O./Contract.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

13. EQUAL EMPLOYMENT OPPORTPROJECTY: In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in the employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

14. DRUG/ALCOHOL/TOBACCO-FREE WORKPLACE: The Contractor shall maintain a drug, alcohol, and tobacco-free workplace in accordance with the California Government Code.

15. NON-COLLUSION: Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

16. ATTORNEY FEES: If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonably. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorney's fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

17. PRICING: All pricing quoted herein shall remain firm through June 30, 2028. Price increases may not exceed the 5% aggregate. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the marker and/or submission of documents from the manufacturer. At no time shall an increase exceed five (5) percent. In the event that the market conditions change resulting in a price decrease, it is expected that the successful bidder shall pass those savings onto the District.

18. PROTEST PROCEDURES: Should any vendor question or protest the award of contract to the apparent low vendor(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Untimely protests will not be reviewed by the District and will be returned to the proposer. Such submittal must fully explain the basis or objection supported by all relevant information, facts, and details. The letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written final decision within fifteen (15) days of receipt of the protest unless factors beyond the District's reasonable control prevent such resolution.

19. The vendor shall hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.

III. ***SPECIAL CONDITIONS***

1. AWARD OF CONTRACT: The Bakersfield City School District realizes that the various Contractors for the Comprehensive Sexual Health and HIV Prevention Education program may differ considerably in concept, design, structure and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive and responsible Contractor whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness and responsibility of the Proposer will be determined by an evaluation that the Proposer is:

a. Qualified by experience to be a competent agency for products and services as put forth in this RFP and meet the requirements of the District; and

b. Financially responsible to complete the project as proposed.

2. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the District during the time of bidding shall become a part of the bid and contract documents.

3. A PRE-PROPOSAL CONFERENCE will not be held for this Request for Proposal. However, the District reserves the right to interview the three top-ranked proposers after the RFP opening to further evaluate a vendor's ability to perform all services as requested.

4. AWARD OF RFP: The RFP/Contract will be awarded to one vendor for the entire sixty (60) month term. The District, at any time, may terminate the agreement with the vendor with or without cause.

5. DEFAULT OF AGREEMENT: If an awarded vendor defaults, the District may procure the product and services from other sources, typically the 2nd place vendor, and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against a vendor's bond, if any, or by suit against the vendor. The prices paid by the District shall be considered the prevailing market prices at the time a purchase is made.

6. PROPOSER QUALIFICATIONS: In order to fulfill the necessary qualifications for providing the District with a Summer Science program, the proposer shall affirm that:

A. The proposer is currently servicing a California school district by providing comprehensive sexual health and HIV prevention education using the Positive Prevention Plus curriculum and shall have done so in each of the past four (4) years, two (2) years of which include servicing a school district of 20,000+ ADA

IV. ***OVERVIEW OF THE BAKERSFIELD CITY SCHOOL DISTRICT***

Bakersfield City School District ("BCSD") is a public school district in Bakersfield, California with approximately 29,000 students and 3,000 staff members across 44 schools. Of the district's approximately 29,000 students, 79% are Hispanic with 9% white and 8% African American. The remaining 4% are primarily Asian, Filipino, and American Indian/Alaskan. Almost 30% of the district's students are classified as English Language Learners and almost 90% of the district's students receive free or reduced lunches.

V. ***SCOPE OF SERVICES***

COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION PROGRAM

The Bakersfield City School District (BCSD) is requesting proposals from qualified organizations to work collaboratively with the School Health and Wellness Department to provide instructors trained to conduct twelve (12) health education lessons utilizing the Positive Plus Prevention evidence-based curriculum for students in up to 125 classes (1,500 sessions) in 7th and/or 8th grade in schools operated by the District. The twelve (12) lessons will be completed within ten (10) days at each of the twelve (12) campuses listed in Appendix A.

Contracts will be awarded, at the District's option, for a term of five consecutive years without any extensions. Proposers responding to this request for proposal must be responsible proposers, regularly and practically engaged in providing the goods and services listed in the request for proposal, and must possess the necessary resources for fulfilling the contract established as a result of this request for proposal.

Below is a description of the District's needs and requirements. The District wants to understand all proposer's full offerings and fairly evaluate all proposals.

COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION PROGRAM DESCRIPTION, NEEDS AND REQUIREMENTS:

- District is in need of health educators to provide Comprehensive Sexual Health and HIV Prevention Education using the Positive Prevention Plus curriculum, or another District approved curriculum, which is in full compliance with the California Healthy Youth Act for students in up to 125 classes (1,500sessions) in 7th and/or 8th grade.
- Contractor shall provide the following services:
    - Select, employ and train instructors to provide the services listed herein. The District reserves the right to participate in the selection process and to approve each instructor to be utilized within the District.
        - Instructors shall be under the direct supervision of the Contractor; however, District teachers will be present at all class sessions and District

administrative staff will observe, review, and evaluate the program and instructors.
        - The assignment of individual instructors to school, locations shall be mutually agreed upon by the District and Contractor.
        - The District reserves the option at any time of not continuing with an instructor if it is judged to be in the best interest of the District.
    - Provide trained instruction in conducting twelve (12) health education sessions utilizing the Positive Prevention Plus evidence-based curriculum, or another District approved curriculum, which is in full compliance with the California Healthy Youth Act, for students in up to 125 classes (1,500 sessions) in 7th and/or 8th grade in schools operated by the District.
        - Instruction shall be provided at the school where students attend and be accessible to students with disabilities.
        - Classes will be conducted during the regular school day. The exact schedule and time shall be mutually agreed upon by the District and Contractor
        - Instruction shall include all required elements under the California Healthy Youth Act including but not limited to:
            - Resources available to students related to adolescent relationship abuse and intimate partner violence
            - Inclusion of National Domestive Violence Hotline and local domestic violence hotlines that provide confidential support services available 24 hours a day
        - Modifications to the program or materials must be approved by the District.
    - Develop a record keeping and documentation system to account for the services provided, including any "opt-outs" by parent/guardians.
    - Share all records with the District within ten (10) days upon request.
    - Create a parent notification letter, to be approved by the District, that provides information regarding the Comprehensive Sexual Health and HIV Prevention Education program that meets all legal requirements. The letter must be distributed to families no later than fourteen (14) days prior to the first day of instruction.
    - Provide at least one (1) parent informational session event held no later than four days before the first day of instruction in order that parents may view the curriculum and ask questions regarding the instruction to be provided.

VI. PROPOSAL CONTENTS

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

Please address the following points in your proposal. Separate proposal sections into tabs for each lettered section below:

A. Please discuss your firm's experience in providing comprehensive sexual health and HIV prevention education utilizing the Positive Prevention Plus curriculum.
B. Provide a list of public school districts that you currently serve, or have served, with such programs within the last four years. Please include names and email addresses of your contacts/references.
C. Please describe the training and onboarding your employees receive related to providing instruction to students at the targeted grade levels and for using the Positive Prevention Plus curriculum.
D. COST PROPOSAL: Please provide a detailed budget, (i.e., materials, overhead, etc.)
E. Include any other relevant information, experience, or skills, which increase the value of the proposed offering and services *(1 page maximum).*
F. Complete, sign and return the District-Required Forms.

VII. ***PROPOSAL DEADLINE – May 8, 2025 at 11:00am***

Proposals must be received by the District no later than 11:00 a.m., Thursday, May 8, 2025. Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline. Late proposals will not be accepted and will be returned unopened.

Submit ***three*** signed proposals in three separate three ring binders, placed in a sealed envelope, by regular or express delivery to the address below:

Bakersfield City School District
RFP: Comprehensive Sexual Health and HIV Prevention Education Program
Attn: David West, Director, Purchasing
1300 Baker St.
Bakersfield, CA 93305

VIII. ***EVALUATION OF PROPOSALS AND AWARD OF CONTRACT***

To be deemed "Responsive", proposals must be received by the deadline, include the District-required forms, and address all requirements of this RFP. Each Proposer's response will be reviewed for completeness and adherence to the submission requirements and evaluation criteria. Proposals will be ranked based on the evaluation criteria referenced below. Bakersfield City School District will be the sole judge of the quality of proposals and reserves the right, at its own discretion, to disqualify any vendor that submits an incomplete proposal, does not properly adhere to the solicitation requirements, and/or clearly does not meet the requirements of Bakersfield City School District. A Proposer's response that is disqualified will not be scored nor ranked. If the evaluation committee has reasonable grounds to believe that the Proposer is unable to provide the required tool to the satisfaction of Bakersfield City School District, the District reserves the right to exclude the provider from the approved list.

Responsive proposals will be scored by a District panel using the following criteria:

- Evidence of skills and experience providing a comprehensive sexual health and HIV prevention education program using Positive Prevention Plus curriculum in district/schools of similar size to BCSD
  30 points
- Description of training methodology and onboarding of instructors
  10 points
- Demonstrated understanding of and responsiveness to the RFP
  10 points
- Cost of Proposal
  50 points

Award of contract(s) will be based upon the proposal scores and, if required, follow-up interviews, at the District's option. Contract awards are conditional on final approval by the Bakersfield City School District Board of Education. The District reserves the right to:

- Request an interview with and/or request additional information from any firm prior to its selection.
- Select the firm or vendors that, in the District's judgment, will best meet the District's needs. Fees are an important factor but are not the sole factor in making a selection.
- Reject any and all proposals or waive any non-statutory informality. The Board's decision to accept or reject the contract shall be final.
- Award a contract, multiple contracts, or portions of the whole, to more than one firm;
- Not to award a contract, either as a result of proposals received, or any other reason.

The decision of the District panel and Board will be final. May 27, 2025, is the target date for the completion of the selection process and award of contract(s) by the Bakersfield City School District Board of Education.

Thank you for your interest in serving the needs of the Bakersfield City School District. The District invites you to respond and looks forward to receiving your firm's proposal.

BAKERSFIELD CITY SCHOOL DISTRICT
COMPREHENSIVE SEXUAL HEALTH AND JIV PREVENTION EDUCATION PROGRAM
RFP #25-04-05
Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF _____

Being first duly sworn, deposes and declares that he/she is _____
(Title)

Of_____
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct,

_____
(Signature)

_____
(Typed Name)

And that this declaration is executed on _____at_____ , _____
(Date) (City) State)

APPENDIX A

Bakersfield City School District
Junior High & Middle School Sites

Cato Middle School
4115 Vineland Road, Bakersfield, CA 93306

Chipman Junior High School
2905 Eissler Street, Bakersfield, CA 93306

Compton Junior High School
3211 Pico Avenue, Bakersfield, CA 93306

Curran Middle School
1116 Lymric Way, Bakersfield, CA 93309

Downtown School
2021 M Street, Bakersfield, CA 93301

Emerson Middle School
801 Fourth Street, Bakersfield, CA 93304

Lincoln Junior High School
815 Eureka Street, Bakersfield CA 93305

Rafer Johnson School
1100 Ninth Street, Bakersfield, CA 93304

Sequoia Middle School
900 Belle Terrace, Bakersfield, CA 93304

Sierra Middle School
3017 Center Street, Bakersfield, CA 93306

Stiern Middle School
2551 Morning Drive, Bakersfield, CA 93306

Washington Middle School
1101 Noble Avenue, Bakersfield, CA 93305