



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

**REQUEST FOR PROPOSAL  
RFP No. 2025-SEL02  
Provision of Grant Implementation  
Support, Data Monitoring and Reporting,  
and Sustainability Planning**

**Submit proposals and all questions/inquiries to:**

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

Dr. Annya R. Artigas, Director  
Office: 408-928-7320  
[annya.artigas@arUSD.org](mailto:annya.artigas@arUSD.org)

**Proposals Due:  
June 5th, 2025 at 3:00 PM PST**

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

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## RFP TIMELINE

Date	Event
May 21, 2025	Release and advertisement of REF No. 2025-SEL02
May 26, 2025	Deadline for submission of written questions to the District concerning REF No. 2025-SEL02
May 28, 2025	Answers to questions posted on website by 4:00 p.m. PST
June 5, 2025	Deadline for all submissions of REF No. 2025-SEL02 3:00 p.m. PST
June 5, 2025	Opening of Proposals
June 5, 2025	Evaluation of Proposals
June 6, 2025	Bidder Interviews (if necessary)
June 26, 2025	Estimated date of approval and award by the Board of Trustees
July 1, 2025	Contract Start Date

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

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

**Dr. Anya R. Artigas**

*Director of Social Emotional Learning*

[anya.artigas@arusd.org](mailto:anya.artigas@arusd.org)

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

**NOTICE TO BIDDERS**  
**REQUEST FOR PROPOSAL No. 2025-SEL02**

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of Provision of Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning for the District's Social Emotional Learning Department.

Sealed Bids must be received prior to **June 5th, 2025 at 3:00 PM PST**

**Provider to submit:**

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

Sealed Proposal packages shall be delivered to the **Purchasing Department** no later than **June 5, 2025 at 3:00 PM PST**.

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

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



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

**REQUEST FOR PROPOSAL (RFP)- COVER SHEET**

**Provision of Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning  
Social Emotional Learning**

**REQUEST FOR PROPOSAL(RFP) NO. 2025-SEL02**

This is a request for proposal (RFP) for **Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning** (RFP No. 2025-SEL02) for the Alum Rock Union Elementary School District 2025-2026 school year. An RFP packet may be obtained from the Social Emotional Learning Department or by calling 408-928-7320 or emailing Dr. Annya R. Artigas at [annya.artigas@arUSD.org](mailto:annya.artigas@arUSD.org). and also on the ARUSD's website <https://www.arUSD.org/district/departments/business-services/purchasing/bids>

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

**MAIL PROPOSAL TO:**

The RFP shall be mailed to the attention of:

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

**Provision of Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning  
Social Emotional Learning (RFP No. 2025-SEL02)**

**PROPOSAL SUBMISSION CHECKLIST - Attachment "1"**

TO BE SUBMITTED WITH PROPOSAL

**Bidder Name:**

\_\_\_\_\_

**This checklist must be submitted with Bidder's Proposal.**

**REQUIRED DOCUMENTS FOR SUBMISSION:**

- Proposal Submission Checklist (Attachment 1, page 6)
- Terms and Conditions Agreement (page 16)
- Service Level Agreement (page 18)
- Request for Proposal Signature Page (Attachment 2, page 19)
- Evaluation Criteria (Attachment 3, page 22)
- Bidder Questionnaire (Attachment 4, page 23)
- References with at least 3 References (Attachment 5, page 24)
- Non Collusion Affidavit (Attachment 6, page 25)
- Bidder's Statement Regarding Insurance Coverage (Attachment 7, page 26)
- Worker's Compensation Insurance Certification Form (Attachment 8, page 27)
- Drug Free Workplace Certification (Attachment 9, page 28)
- Equal Opportunity Employment (Attachment 10, page 29)
- Fingerprint Clearance/Criminal Background Investigation and Tuberculosis Clearance (Attachment 11, page 30)
- Certificate and Disclosure Statements (Attachment 12, page 31)
- Suspension and Debarment Certification (Attachment 13, page 33)
- Certification Regarding Lobbying (Attachment 14, page 35)
- Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 15, page 39)
- Conflict of Interest Certification (Attachment 17, page 40)
- Iran Contracting Act of 2010 Compliance Affidavit (Attachment 18, page 41)
- Bidder Pricing (Attachment 19, page 43)

### **General Terms and Conditions**

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Dr. Anya Artigas at the address listed below, email [annya.artigas@arUSD.org](mailto:annya.artigas@arUSD.org) or for document assistance, call Dr. Anya Artigas at (408) 928-7320.
2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Dr. Anya Artigas no later than 3:00 pm MAY 26, 2025. E-mail questions to [annya.artigas@arUSD.org](mailto:annya.artigas@arUSD.org). The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.
3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 7,300 students. The District is seeking Proposals from qualified companies to procure and deliver services. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.
4. **DEADLINE FOR RECEIPT OF RFPS** - RFPS must be received before 3:00:00 p.m. PST on JUNE 5, 2025. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

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

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

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

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

6. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.
7. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.
8. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
9. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate,” or of similar intent is considered as non-responsive to the particular item.
11. **PRICES** - Provide a detailed Statement of Pricing for Products to be provided. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District’s request. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.

Total cost per contract **not to exceed \$180,000.00**

SCOPE OF WORK	Percentage of Work	Amount	Invoiced Monthly (12mo)
Project Management	35%	\$63,000	\$5,250
Professional Development and Capacity Building	10%	\$18,000	\$1,500
Continuous Improvement and Implementation Monitoring and Data Reporting	35%	\$63,000	\$5,250
Sustainability	20%	\$36,000	\$3,000
TOTAL	100%	\$180,000	\$15,000

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.
13. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed

within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

14. **AWARDS** - The District reserves the right to determine that services bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.
15. **EXECUTION OF CONTRACT**- Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.
16. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.
17. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. *The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP.* Also, the bidder may be required to file proof of such insurance, naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident: \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Social Emotional Learning, Dr. Annya Artigas, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.
18. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Social Emotional Learning Department, 1990 Kammerer Avenue, San Jose, CA 95116.  
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that

Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

19. **REPORT** - The District will require monthly data gathering, data analysis, & reporting on a monthly, quarterly, and annual basis. Reports will be delivered via email.
20. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
  - The District has deemed the products and services of the bidder satisfactory.
  - Such renewal will be made by notifying the bidder in writing thirty (30) days before the expiration of the contract.
31. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.
32. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:
  1. This contract will be awarded to single responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.
  2. The committee may investigate the qualifications of the bidder under consideration, require confirmation of information furnished by the bidder, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the bidder.
  3. The committee will make a recommendation to the Board of Trustees.
  4. The Director of the Social Emotional Learning Department will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Social Emotional Learning Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the RFP.
33. **BASIS OF AWARD** - The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on service, delivery specifications, reporting, safety, sustainability, domestic sourcing, and general adaptability per the specifications herein. Parties will be assigned a score based on

these criteria. Please refer to the evaluation criteria on page 21. Provision of Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning contractor shall be awarded the bid for service between **July 1, 2025, through June 30, 2026.**

1. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.
2. Awarded bidder will be required to enter into a contract with Alum Rock Union Elementary School District.

#### **34. PROPOSAL PROTEST PROCEDURES**

- A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Assistant Superintendent of Business Services will receive the protest in writing no later than 3:00 p.m. after the fifth (5<sup>th</sup>) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.
- C. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within five (5) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
- D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

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

- E. **Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Social Emotional Learning Department Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
  - F. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
  - G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.
35. **PROVISIONS:**
- A. **Assignment of Contracts** - The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
  - B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the bidder and District and their respective successors and assigns.
  - C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
  - D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.
  - E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
  - F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
  - G. **Indemnification Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property

as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

- H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.
- J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.
- K. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- L. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.
- M. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.
- N. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The bidder shall not be entitled to further compensation or payment from the District.
- O. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- P. **Cancellation for Insufficient or Non-Appropriated Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the County of Santa Clara through the Federal Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 & California Mental Health Services Act Prevention & Early Intervention Funds & additional monies in one-time Juvenile Justice Crime Prevention Act under the Youthful Offender Block Grant or acquired by the District from similar public sources and is subject to variation. The District retains the right to cancel this RFP at any time and to restrict the quantities of items or services due to unavailability or insufficient funding.

- Q. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Social Emotional Learning Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.
- R. **Failure to Fulfill Contract** – When the bidder shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the bidder or contractor, either in whole or in part, and make and enter into a new contract for the same items or services in such manner with another bidder as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the bidder or contractor, as above stated, shall be the liability against the bidder and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder’s control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.
- S. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- T. **Tuberculosis** - Successful Distributor agrees to comply with the provisions of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course
- U. **Attorneys’ Fees** – In the event of any dispute between the District and the Bidder about this contract or the services or products provided hereunder, each party will bear the responsibility to pay for their own attorneys’ fees & costs. The term “attorney’s fees” or “attorneys’ fees and costs” shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

36. **CERTIFICATIONS**

- A. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each bidder must include a certification statement with each bid on each contract. By signing the certification statement, the Bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Bidder to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.
- B. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration
- C. **Energy Policy and Conservation Act:** The Bidder shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- D. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the BIDDER shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- E. **The Certification Regarding the Iran Contracting Act**
- F. **The Contractors Certification** - Regarding Drug-Free Workplace
- G. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace
- H. **The Contractors Certification** – Workers’ Compensation
- I. **Equal Opportunity**

TO BE SUBMITTED WITH PROPOSAL

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

DISTRICT  
Alum Rock Union Elementary School District

CONTRACTOR  
\_\_\_\_\_

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

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

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

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

Address:  
2930 Gay Avenue  
\_\_\_\_\_

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

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

Phone No: \_\_\_\_\_  
Fax No. \_\_\_\_\_

**Service Level Agreement**

TO BE SUBMITTED WITH PROPOSAL

**Provision of Grant Implementation Support, Data Monitoring and Reporting, and Sustainability Planning**

**Project description:** ARUSD in conjunction with funding from the California Department of Education will build infrastructure that will support the development, implementation, monitoring, and evaluation of community schools across ARUSD. The funding will allow us to develop key areas of community schools which are culturally relevant, responsive to student, site, and community needs, whilst building sustainable fiduciary pathways to ensure ongoing support.

**Service Level Expectations:**

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

**ARUSD Key Areas of Community Schools Implementation**

**1. Project Management**

- a. Develop work plans/timelines at the district and site levels for continued community schools implementation across Cohort 3 and Cohort 4
- b. Facilitate regular project management meetings with the ARUSD Social Emotional Learning Director, Coordinator of Mental Wellness Support Services, Coordinator of Multi-Tiered Systems of Support, Community School Site Specialist(s), and other relevant staff

**2. Professional Development and Capacity Building**

- a. Develop resources and templates to support site-level community school implementation
- b. In collaboration with the Social Emotional Learning Department, conduct individual meetings with site leaders to review community school strategy, grant and site plan, and annual site work plan
- c. In collaboration with the Social Emotional Learning Department, codesign and cofacilitate annual retreat for new site staff to align district-wide community schools approach
- d. Develop a communications strategy and toolkit

**3. Continuous Improvement and Implementation Monitoring and Data Reporting**

- a. Develop structures for district-level and site-level reporting, building on site profiles developed during the planning grant period and in consideration of the Annual Progress Report (APR) structure
- b. Support the annual survey of students, families, staff, and community partners
  - i. Design/modify the survey questions
  - ii. Assist with administration, as needed
  - iii. Analyze survey results at the initiative and site levels
- c. In coordination with the Social Emotional Learning Department and relevant staff, prepare annual reports including information about implementation progress, updated site data, and survey results, etc.
- d. Support the design and planning of annual site implementation team retreat to review updated school data and implementation progress, and plan for the coming year
- e. Assist with individual site implementation team retreats facilitation
- f. Participate in statewide and/or regional CCSPP TA activities focused on the APR/monitoring and reporting

- g. In collaboration with the Social Emotional Learning Department, complete site-level and district-level APR using the state-required template

**4. Sustainability Planning**

- a. Develop a sustainability planning framework, including a statement about ARUSD’s approach to sustainability for community schools and an initial list of funding sources that may sustain elements of ARUSD’s community schools strategy
- b. Participate in the statewide and/or regional CCSPP TA activities focused on community schools sustainability
- c. Assist with determining Guiding Coalition membership and coordinating invitations to members, including the development of relevant materials such as a one-pager on the Guiding Coalition purpose and expectations of members
- d. Provide meeting planning/design, facilitation, and documentation for two Guiding Coalition meetings

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

\_\_\_\_\_  
Company Name (Print or Type)

\_\_\_\_\_  
Authorized Company Representative Signature

\_\_\_\_\_  
Date

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

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"

TO BE SUBMITTED WITH PROPOSAL

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

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

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 70% of Max Points: Second lowest-priced bid. 50% of Max Points: Third lowest-priced bid.	Itemized Bid List	15
Project Management, Data Monitoring and Sustainability Planning  1) Demonstrated understanding of project goals, ARUSD context, and service level expectations 2) Approach to project management and implementation support 3) Approach to data monitoring and reporting 4) Sustainability planning approach	100% of Max Points: <ul style="list-style-type: none"> <li>● Demonstrated deep understanding, clear and specific alignment with ARUSD’s goals and service level expectations</li> <li>● Comprehensive tailored approach to project management and implementation support with feasible timelines and stakeholder engagement</li> <li>● Strong system for data collection, analysis, survey support, and state reporting</li> <li>● Thoughtful framework with specific funding options</li> </ul> 70% of Max Points: <ul style="list-style-type: none"> <li>● Moderate understanding, some connection to ARUSD</li> <li>● Structured plans with timelines and deliverables</li> <li>● Moderate plan with some tools and templates</li> <li>● Basic strategy with minimal funding pathways</li> </ul> 0% of Max Points: <ul style="list-style-type: none"> <li>● Limited understanding and generic response</li> <li>● Vague or unrealistic project plan</li> <li>● Lacks clarity or alignment with with California Community Schools Partnership Program Annual Performance Report</li> <li>● No clear strategy for sustainability</li> </ul>	- Responses to Questions Labeled “Project Management-” “Continuous Improvement, Implementation Monitoring, and Data Reporting-” and “Sustainability Planning-”in Bidder Questionnaire	50
Organizational Qualifications and Experience 1) Organizational and team experience with similar projects 2) Key personnel qualifications	100% of Max Points: <ul style="list-style-type: none"> <li>● Extensive experience with Community Schools or California Community Schools Partnership Program aligned projects</li> <li>● Highly qualified, diverse team with relevant credentials and roles clearly defined</li> </ul>	Responses to Questions Labeled "Organizational Qualifications and Experience - " in Bidder Questionnaire	20

3) Prior performance and references	<ul style="list-style-type: none"> <li>● Strong endorsements with proven impact in similar work</li> </ul> 70% of Max Points: <ul style="list-style-type: none"> <li>● Moderate experience in implementation support or education</li> <li>● Qualified team with relevant experience</li> <li>● References confirm adequate performance</li> </ul> 0% of Max Points: <ul style="list-style-type: none"> <li>● Limited or unrelated experience</li> <li>● Minimal detail or qualifications</li> <li>● Weak or no references</li> </ul>		
Cultural and Local Context Awareness 1) Demonstrated knowledge of ARUSD community, demographics, needs and equity practices	100% of Max Points: <ul style="list-style-type: none"> <li>● Deep cultural competency, equity-focused, with strong local engagement strategy</li> </ul> 70% of Max Points: <ul style="list-style-type: none"> <li>● Some local awareness and basic DEI practices</li> </ul> 0% of Max Points: <ul style="list-style-type: none"> <li>● No clear connection to local context</li> </ul>	Responses to Questions Labeled "Cultural and Local Context Awareness " in Bidder Questionnaire	15
TOTAL POINTS:			100

**By signing this, I acknowledge that I have reviewed ARUSD’s evaluation criteria.**

Name of Bidder (Person, Firm, or Corporation): \_\_\_\_\_

Signature of Bidder’s Authorized Representative: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

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

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

## **Project Management**

1. Describe your experience developing and managing district- and site-level work plans and timelines for multi-site initiatives.
  - Please provide examples from similar educational projects.
2. How do you ensure effective coordination across multiple stakeholders in a school district?
  - Include strategies for communication, alignment, and decision-making.
3. Provide an example of how you have facilitated regular project management meetings with district leadership.
  - What tools or methods did you use to keep stakeholders informed and accountable?
4. What is your approach to developing implementation resources and templates for school sites?
  - Include sample resources if available.
5. Describe your experience in conducting one-on-one strategy and planning meetings with school site leaders.
  - How do you ensure alignment with district and grant objectives?
6. Have you codesigned and facilitated retreats or training sessions for new school staff?  
Describe your process and key content areas you typically address.
7. What is your experience in developing communication strategies and toolkits for education initiatives?
  - How do you tailor messaging for different audiences (e.g., staff, families, community partners)?

## **Continuous Improvement, Implementation Monitoring, and Data Reporting**

8. Describe your experience designing and implementing data reporting structures at both district and school-site levels.
  - How do you align reporting structures with state requirements such as the Annual Progress Report (APR)?
9. Have you designed or modified surveys for educational initiatives?
  - Please describe your process and share an example, if available.
10. How do you approach analyzing survey data and presenting findings to diverse stakeholders?
  - Include your experience with both qualitative and quantitative data.
11. Describe your approach to supporting and/or facilitating site-level implementation retreats.
  - How do you ensure the retreat results in actionable outcomes?
12. What experience do you have in supporting or participating in statewide/regional technical assistance (TA) activities related to monitoring and reporting?

## **Sustainability Planning**

13. Describe your experience developing sustainability planning frameworks for school or district initiatives.
  - Include strategies you have used to identify and secure long-term funding sources.
14. What is your experience in developing stakeholder groups or coalitions (e.g., Guiding Coalitions)?
  - Describe how you have supported the recruitment, facilitation, and documentation of such groups.
15. How do you ensure sustainability planning is embedded throughout the implementation process rather than being an end-stage activity?

## **Organizational Qualifications and Experience**

16. Provide an overview of your organization's capacity to support this project over the full duration.

- Include staffing, project management tools, and communication platforms.
17. What differentiates your approach from other firms in supporting community schools implementation and evaluation?
  18. Provide three references from similar projects, preferably with school districts or community school initiatives.

### **Cultural and Local Context Awareness**

19. Describe your understanding of the Alum Rock Union School District student, family, and general community resource capacity
20. Describe your understanding of the Alum Rock Union School District student, family, and general community gaps in resources

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

Name of Bidder (Person, Firm, or Corporation): \_\_\_\_\_

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Print Name & Title of Authorized Representative: \_\_\_\_\_

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

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

**REFERENCES - Attachment "5"**  
 TO BE SUBMITTED WITH PROPOSAL

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

**Reference # 1**

<b>School District/Organization</b>	
<b>Contact Person &amp; Title</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Services Provided</b>	

**Reference #2**

<b>School District/Organization</b>	
<b>Contact Person &amp; Title</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Services Provided</b>	

**Reference #3**

<b>School District/Organization</b>	
<b>Contact Person &amp; Title</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Services Provided</b>	

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

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

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

<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>
<b>Signature of DISTRIBUTOR's Authorized Representative</b>
<b>Print Name &amp; Title of Authorized Representative</b>
<b>Date of Signing</b>

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

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

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

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

Labor Code §3700 in relevant part provides:

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

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

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

<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>
<b>Signature of DISTRIBUTOR's Authorized Representative</b>
<b>Print Name &amp; Title of Authorized Representative</b>
<b>Date of Signing</b>

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

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

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

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

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

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

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

CERTIFICATE

I/We hereby certify that the \_\_\_\_\_

\_\_\_\_\_ (Company)

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

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

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c). Bidder has complied with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1.

Bidder \_\_\_\_\_  
(Type or Print Complete Legal Name of Company)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

**CERTIFICATION AND DISCLOSURE STATEMENTS - Attachment "12"**  
TO BE SUBMITTED WITH PROPOSAL

Following is an explanation of the submission requirements of the *Suspension and Debarment Certification Statement* and the *Certification Regarding Lobbying* by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

**The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:**

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000
- The SFA's annual contract with a bidder exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

***Suspension and Debarment Certification***

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential bidder or existing contractor before any transactions can occur between the sponsor and the bidder or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the bidder or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

***Certification Regarding Lobbying***

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

**In addition**, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential bidders and/or existing contractors before any transactions can occur between the SFA and the bidder contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

**Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Bidders must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the

contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the bidders must have submitted current certifications to the SFA.

### **SFAs with Food Service Management or Consulting Contracts**

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

### **Summary**

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item2 of ***Certification Regarding Lobbying***.)

**SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "13"**  
TO BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS: SFA to obtain from any potential bidder or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

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.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Bidder or Existing Contractor (Lower Tier Participant):

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL  
RESPONSES.  
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING - Attachment "14"**  
 TO BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/bidders as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.**

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
 Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

**OR**

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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**California Department of Education School Nutrition Programs Unit  
 Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. <b>Contract</b> b. <b>Grant</b> c. <b>Cooperative Agreement</b> d. <b>Loan</b> e. <b>Loan Guarantee</b> f. <b>Loan Insurance</b>	<b>2. Status of Federal Action:</b> a. <b>Bid/offer/application</b> b. <b>Initial award</b> c. <b>Post-award</b>	<b>3. Report Type:</b> a. <b>Initial filing</b> b. <b>Material change</b> <b>FOR MATERIAL CHANGE</b> <b>ONLY: Year: _____ Quarter: __</b>
<b>4. Name and Address of Reporting Entity:</b>  <b>Prime Subawardee</b> <b>Tier _____, if known</b>  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  <b>CFDA Number, if applicable:</b>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> <b>\$</b>	

<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>
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<p><b>11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____)_____ Date: _____</p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>

**INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**CONFLICT OF INTEREST SELF CERTIFICATION - Attachment "16"**

**TO BE SUBMITTED WITH PROPOSAL**

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

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

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

**Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment**  
**“18”**

TO BE SUBMITTED WITH PROPOSAL

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

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

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

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

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

Complete the pricing chart below based on your proposal. Indicate the **percentage of work**, the **total amount for each area**, and provide a **monthly breakdown based on a 12-month invoicing schedule**. The **total cost of the contract must not exceed \$180,000.00**.

SCOPE OF WORK	Percentage of Work	Amount	Invoiced Monthly (12mo)
Project Management			
Professional Development and Capacity Building			
Continuous Improvement and Implementation Monitoring and Data Reporting			
Sustainability			
TOTAL	100%		

END OF RFP