



**REQUEST FOR PROPOSAL (RFP) No. 01TECH26
EXTENDED LEARNING OPPORTUNITIES PROGRAM, LEVELUP
FOR
LYNWOOD UNIFIED SCHOOL DISTRICT**

The District is excited to extend the Request for Proposals (RFP) to seek new partnerships with providers (the “Providers”) to deliver the services outlined herein (the “Program”).

The aim of the Program is to promote, celebrate, and develop the whole child through innovative and engaging extended day learning opportunities. This initiative is offered in partnership with the Lynwood Unified School District and community organizations. The Program seeks to provide a productive and enjoyable space for students for (1) before-school programming, focusing on engagement and social-emotional learning, (2) after-school programming focusing on academics, arts, and STEAM, and (3) Summer Enrichment either on-site or off-site programming. The agreement is for a one year term with the option to renew the agreement yearly for up to (not to exceed) 5 years. **After School Arts and Cultural Enrichment**

Mariachi Music Providers must be able to offer sequential instruction in mariachi instruments and vocals.

Instruction should foster musical proficiency while cultivating students’ confidence and pride in cultural expression. **After School STEAM Enrichment - Gardening and Environmental Science**

The program must be designed to help students understand and care for the environment while making meaningful academic and social-emotional connections.

RFP DUE: Date/Time/Place

August 20, 2025 by 10:00am PST

Lynwood Unified School District;
Purchasing Department, 2nd Floor, 11321 Bullis Road, Lynwood, CA 90262
Attn: Daniela Navarro, Senior Buyer

Non-Mandatory Pre-Proposal Virtual Conference

Thursday, August 7 · 9:00 – 9:30am

Time zone: America/Los_Angeles, Google Meet joining info

Video call link: <https://meet.google.com/epg-tjng-zjb> Or dial: (US) +1 302-364-6576 PIN: 148 314 813#

Any Questions, email: Dnavarro@mylUSD.org and Cc: Purchasingfinal@mylUSD.org

Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website. As well as downloading the RFP document from the LUSD Purchasing page link under Active RFP & RFQ section at

<https://www.mylUSD.org/departments/business-services/purchasing/bids-and-rfps>

It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications and addenda/s prior to submitting the proposal.

Important: Firms interested in submitting a response to this RFP are not to contact by any means, any Board Member, Administrator, or staff member of the District other than the designated Buyer identified above regarding this RFP. If this directive is violated, the District may deem the Firm’s “submittal” to be “Non-Responsive”, and no further consideration will be given. * **No phone calls for information concerning this RFP will be accepted.***

TABLE OF CONTENTS

1.0	INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS
2.0	PREPARATION OF PROPOSAL
3.0	REQUEST FOR INFORMATION
4.0	ADDENDAS
5.0	VALIDITY OF FIRMS PROPOSAL
6.0	RFP SUBMITTAL
7.0	MODIFICATION OR WITHDRAWAL OF PROPOSAL
8.0	LATE PROPOSAL
9.0	PROPOSAL EVALUATION
10.0	AGREEMENT REQUIREMENT
11.0	DELIVERY PROPOSALS
12.0	CONTRACT EXTENSION
13.0	EARLY TERMINATION

SECTION I. SCOPE OF WORK AND PROJECT REQUIREMENTS (Exhibit A)

SECTION II. INFORMATION SUBMITTAL

SECTION II. SPECIAL TERMS AND CONDITIONS

CONTRACT AGREEMENT

EXHIBITS:

- A. Fee Proposal
- B. Labor Cost Price/Cost Proposal Sheet
- C. Firm Declaration Form
- D. Drug-Free Workplace Certification
- E. Non-Collusion Affidavit Form
- F. Acknowledgement of Addenda Form
- G. Disclose Any Known Family or Business Relationships
- H. Sam.Gov Status;
- I. Special Provisions Certification Utilizing Federal Funds



TIMELINE

ACTIVITIES	TIME	DATE
Advertise - Week 1	10:00 am	July 24, 2025
Advertise - Week 2	10:00 am	July 31, 2025
RFP Issued	10:00 am	July 31, 2025
Placeholder Submittal	10:00 am	July 31, 2025
Non Mandatory Pre-Proposal Virtual Conference	10:00 am	August 7, 2025
Request for Information (RFI) Due	4:00 pm	August 12, 2025
Last Day to Issue Addenda	4:00 pm	August 15, 2025
RFP Due	10:00 am	August 20, 2025
Preliminary -Responsive Evaluation	10:00 am	August 20, 2025
Preliminary -Responsible Evaluation	10:00 am	August 25, 2025
District Invites Respondent(s) Interview / Discussion	09:00 am -12:00 pm	September 2, 2025
Purchasing District Recommendation	10:00 am	September 4, 2025
District Issuance of Notice of Intent to Award	4:00 pm	September 5, 2025
District Board of Education Meeting Authorizing Award of Contract	5:00 pm	September 11, 2025
Notice of Award	4:00 pm	September 15, 2025
5 Days to Provide Additional Documentation	4:00 pm	September 22, 2025
Contract Award-Contract Start Date		October 13, 2025

1.0 INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS:

- a. As used herein, “RFP” means this Request for Proposal, RFP [number].
- b. As used herein, “District” or “LUSD” means the Lynwood Unified School District.
- c. As used herein, “LevelUp” or “LevelUp Lynwood” means the Learning Opportunities Program at the District.
- d. As used herein, “Offeror” means the Firm or Contractor submitting a Proposal.
- e. As used herein, “Offer” means the Proposal.
- f. As used herein, “Contract” means an associated Agreement with the District.
- g. As used herein, “Contractor” means the firm or Contractor that is awarded the contract with the District

1.2 STANDARD DOCUMENTS, FORMS, AND ADDITIONAL INFORMATION

The following documents are a part of this RFP and contain information which may have been updated from prior versions. Respondents are advised to ensure that they have the most recent documents. These listed exhibits may be attached or you may need to provide them by way of a written statement.

1.3 CHECKLIST:

The list of exhibits below are a requirement to this RFP but not limited to other forms also required to submit.

- 1. (1) One Original copy of the Proposal
- 2. (3) Three Copies of the Proposal
- 3. (1) One USB Drive
- 4. Information Submittals Section II:
 - a. Information
 - b. Provide Qualification and Methodologies
 - c. Requirements for Achievements

5. Exhibits:

- A. Fee Proposal Sheet
- B. Cost Proposal Labor, Cost Price/Cost Proposal Sheet
- C. Declaration Form (attachments required)
- D. Drug-Free Workplace Certification
- E. Non-Collusion Affidavit Form
- F. Acknowledgement of Addenda Form
- G. Written Statement to Disclose Any Known Family or Business Relationships
- H. Sam.Gov Status; Printout
- I. Federal Funded Terms and Conditions Form

2. PREPARATION OF PROPOSALS:

- a. One (1) signed original copy of the proposal, Three (3) copies of the proposal (preferably no Binders) and a complete copy on a flash drive shall be sealed together and submitted by no later than the closing date and

time. Proposals shall be delivered to the attention of: Purchasing Department, Lynwood Unified School District, 11321 Bullis Rd., Lynwood, CA 90262. It is the sole responsibility of the firm submitting the proposal to ensure that it is actually received by the Buyer of Record prior to the deadline time and due date and at the proper location. Unless this RFP is extended by a written amendment, proposals received after the due date and time will not be considered and discarded.

- b. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.
- c. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the DISTRICT will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.
- d. The DISTRICT requests that Offerors provide a best and final offer.
- e. The DISTRICT may request a meeting with the Offeror's representative to request answers and clarifications and/or it may request that the Offeror answer specific questions in writing, discussion or and an interview with District personnel and/or its Governing Board prior to any contract award.
- f. The DISTRICT may reject a meeting with the Offeror's representative to request answers or/and clarifications or/and Offeror answer specific questions in writing, or/and to make a presentation and/or to Interview with District personnel and/or its Governing Board prior to any contract award.
- g. All current and past ELO-P providers must submit new proposals in order to be considered for this RFP.
- h. All RFP proposals and additional materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Record.
- i. After acceptance of the proposal by the District, a contract between the successful firm and the District will be executed and will consist of the terms and conditions of this RFP and the Scope of Work (Exhibit A) and Requirements.

3. REQUEST FOR INFORMATION (RFI):

- a. If an Offeror requests an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request prior to the date set for RFI's.

Requests should be made by email to dnavarro@mylusd.org by **August 12, 2025**.

Indicate RFP No. 01TECH26 in the subject line of the email.

- b. Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website, LUSD Purchasing page link under Active RFP & RFQ section at

<https://www.mylusd.org/departments/business-services/purchasing/bids-and-rfps>

It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications and addenda/s prior to submitting the proposal.

c. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the Buyer of Record in writing.

4. ADDENDAS

Offerors are advised that the District reserves the right to amend or/and cancel the RFP at any time, prior to the RFP closing date. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date through an addend. Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum in the LUSD Purchasing page link under Active RFP & RFQ section at <https://www.mylusd.org/departments/business-services/purchasing/bids-and-rfps>

No oral, email, electronic, facsimile, or telephone responses or modifications will be accepted by the District and should not be relied on. Offerors must acknowledge receipt of any and all addendas when submitting the RFP. Failure to acknowledge in writing the receipt of any addendas **may** result in proposal rejection.

5. VALIDITY OF FIRM PROPOSAL/OFFER:

Each proposal/offer must be a firm irrevocable offer and remain open and valid for ninety (90) days after the RFP closing date, **August 20, 2025**.

6. SUBMITTING PROPOSALS:

Proposals may be hand delivered on or before **August 20, 2025 by 10:00 am** by hand delivery or mail. Email, telegraphic, or facsimile offers or electronic offers and modification will NOT be considered.

7. MODIFICATION OR WITHDRAW OF PROPOSAL

An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submit the RFP prior to the due date specified for submission of proposal.

8. LATE PROPOSALS:

No proposals or proposal modification received after the due date deadline will be considered. Proposals received after the proposal due date will be rejected and returned to the Offeror unopened and discarded.

9. PROPOSAL EVALUATION:

- a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be **Responsive, Responsible and in the overall BEST interest of the District** by applying the evaluation criteria established in this RFP.
- b. After the District Proposal Evaluation Committee Team evaluates for “Responsive” the District Proposal Evaluation Committee Team will evaluate for “Responsible” and through both determinations, will select, if any, proposal that is in the District’s overall BEST interest to accept. The committee members evaluating the RFP will utilize the data provided by the Offeror based on the chart provided in

this RFP document to rank Offerors submissions. During the evaluation, the District may request proposal clarifications, explanations and/or answers from an Offeror. The District may request an Offeror to be available for an interview/discussion.

10. AGREEMENT REQUIREMENTS:

The firm selected will also be required to promptly enter into a Firm Agreement with the District, that agreement along with the required scope of work (Exhibit A) for the RFP offering will serve as the terms and conditions of this RFP and is attached here to.

11. DELIVERY OF PROPOSALS:

Proposal must be delivered to the address below by **10:00 am on August 20, 2025.**

Lynwood Unified School District, Purchasing Department, 2nd Floor, 11321 Bullis Road, Lynwood, CA 90262

Note: District Purchasing Department hours are Monday through Friday, 7:30 a.m. to 4:30 p.m.

Respondents to this RFP must hand deliver or mail your proposal in a sealed envelope as described below:

- One (1) original copy
- Three (3) copies for the District's Evaluation Team (Preferably no bidders)
- One (1) electronic copy (flash drive) that contains all requested materials outlined in this RFP.

It is the Offerors responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Deliveries by third party carriers, including but not limited to the U.S. Postal Service, FedEx and United Parcel Service, are routed through the District's Mail process and may experience delays beyond the carrier's stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure, or other potential obstacles of reaching the delivery location in a timely manner. Proposals delivered to other locations will not be considered.

In order to be considered "on time", a submittal must either be date-stamped or bear a handwritten inscription by the Buyer of Record confirming receipt by the above specified deadline.

Late submittals will be returned to the Offeror or discarded without evaluation and the Offeror will be disqualified. It is the practice of the District to not consider late submittals. The District shall not be responsible for, nor accept as a valid excuse, a late submittal delivery.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the specifications, if awarded the contract, to evaluate the qualifications and proposals submitted, negotiate at the District's discretion, to award a contract to more than one contractor, and to award the contract(s) according to the qualification(s) and proposal(s) which best serves the interests of said District.

While it is the intent of the District to award to the successful offeror, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFP at any time, in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of ninety (90) calendar days following the deadline for submission of the proposal. Responses may not be amended after the due date except by the consent of the District

12. CONTRACT EXTENSION. The District may extend the contract for the Program with the Provider if the District is satisfied with the outcomes achieved, and in the District's sole judgment, and if the Provider is capable of providing valuable support to the District's Goal.

13. EARLY TERMINATION. If the Payment or Process Outcomes show the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues within thirty (30) days of notice, the District may terminate the Contract early.

(END OF SECTION)

SECTION I: SCOPE OF WORK AND PROJECT REQUIREMENTS: (Exhibit A)

The District is excited to extend the Request for Proposals (RFP) to seek new partnerships with providers (the “Providers”) to deliver the services outlined herein (the “Program”).

The aim of the Program is to promote, celebrate, and develop the whole child through culturally relevant and engaging extended day learning opportunities. This initiative is offered in partnership with the Lynwood Unified School District and community organizations. The agreement is for a one-year term with the option to renew the agreement yearly for up to (not to exceed) 5 years.

The Program seeks to provide a productive and joyful space for students to participate in the following specialized afterschool enrichment activities:

After School Arts and Cultural Enrichment

The selected partner will design and implement a high-quality mariachi program that nurtures student creativity, cultural identity, and social-emotional growth. The program must be developmentally appropriate for TK–8th grade students and align with the goals of LevelUp Lynwood. Students will gain foundational music skills, explore cultural heritage, and engage in collaborative performance.

Mariachi Music

Providers must be able to offer sequential instruction in mariachi instruments and vocals. Instruction should foster musical proficiency while cultivating students’ confidence and pride in cultural expression. The program should include:

- Instrumental and vocal training in traditional mariachi instruments (e.g., violin, trumpet, vihuela, guitarrón).
- Music theory and performance-based learning.
- Opportunities for students to participate in performances for families, peers, or community members.
- Integration of social-emotional learning through collaboration, discipline, and expression.
- Access to instruments, with support from the District if needed.
- Bilingual instructional support, when possible, to ensure accessibility for English learners.

After School STEAM Enrichment

The selected partner will also implement an engaging, hands-on gardening and environmental science program that builds curiosity about the natural world and reinforces key science concepts aligned with California standards. The program should support sustainability education and provide opportunities for outdoor learning, experimentation, and student leadership.

Gardening and Environmental Science

The program must be designed to help students understand and care for the environment while making meaningful academic and social-emotional connections. It should include:

- Hands-on gardening activities such as planting, composting, and maintaining a school garden.
- Lessons on ecological systems, sustainability, and conservation practices.
- Integration of STEM concepts including plant biology, soil chemistry, and water cycles.
- Opportunities for project-based learning and showcasing student work.
- Encouragement of teamwork, responsibility, and environmental stewardship.

NOTE: Programs that do not focus on one of the specified areas listed above, will not be considered for this RFP.

The focus is on fostering essential skills such as creative critical thinking, digital literacy, social and self awareness, communication, and problem-solving.

The District prioritizes serving students of diverse backgrounds, including students of color, English language learners, students with disabilities, and students experiencing poverty. The Program aims to be inclusive and culturally sensitive, reflecting the unified and authentic community effort in ensuring student success.

The District is seeking Providers who deliver primarily in-person. We seek Providers who demonstrate flexibility and adaptability to changing conditions, ensuring continuous and effective program delivery despite potential disruptions.

The District's primary focus is on achieving its goals and outcomes. As long as the Program meets the District's minimum service level requirements for sessions and Program length, the District encourages Providers to bring forward any innovative methodologies or value-added components they can offer to enhance the Program.

The Provider will be compensated with (1) a base rate for every participating student for its services that equates to no more than 60% of the total contract worth, and (2) contingent payments for every student based outcome achieved, as specified in the Payment Rate Cards in this RFP. Ultimately, the District seeks to partner with a Provider that aligns with the District's mission to empower students through comprehensive extended day learning opportunities and will reward the Provider for successfully achieving desired outcomes.

1. OUTCOMES-BASED CONTRACTING DEFINITIONS

- a. The Outcomes-Based Contracting terms below will be referenced throughout this RFP and in the attached contract.
- b. Payment Outcomes: Indicators of student success that are tied to payment.
- c. Process Outcomes: Indicators of student success that are used to inform ongoing learning and continuous improvement but are not tied to payment.
- d. Base Payment: The maximum contract amount available for minimum service delivery.
- e. Contingent Outcomes Payment: The maximum contract amount that will be available, contingent upon payment outcomes achievement.

- f. Price per Outcome: The amount that will be paid per student for each payment outcome achieved.
- g. Outcome Payment Cap: The maximum possible amount paid for each achieved payment outcome in aggregate.

2. DISTRICT GOAL. The District's goal is to provide innovative and engaging extended day learning opportunities that foster the development of essential skills in students, ensuring their academic and personal success. The District seeks a Provider to help support this goal by providing high-impact and quality extended day services before and after school.

3. PROGRAM SIZE AND STUDENT POPULATION. The District aims to serve up to 480 K-8 students through the Program, per enrichment course, out of the 5,250 students enrolled in the District's elementary schools. Information about the likely student population is provided.

While the District will determine student eligibility for the Program, please note that the actual makeup of the participating student population may not exactly match the projections in the **Student Population Data Table**. The selected provider(s) are not required to meet outcomes of the entire student population, rather the students who are enrolled in their respective program.

See Student Population Data Table:

PAGE LEFT INTENTIONALLY BLANK

Student Population Data Table

School Site	Number of Enrolled Students	Target LevelUp Lynwood Enrolled Students
Abbott	443	40
Hellen Keller	427	40
Lincoln	353	40
Lugo	251	40
Thurgood Marshall	536	40
Rosa Parks	365	40
Will Rogers	653	40
Roosevelt	347	40
Mark Twain	475	40
Washington	458	40
Wilson	402	40
Lindbergh	542	40
Hosler Middle School	880	40
Cesar Chavez Middle School	846	40
TOTAL	6978	560

These target numbers are for the entire LevelUp Lynwood Program. Students who are enrolled in any day program, regardless of the provider, are considered a LevelUp Lynwood student.

4. PROGRAM REQUIREMENTS. The District and its contracted partner agencies will work closely together to provide engaging, innovative learning experiences for the students. Weekly or bi-weekly collaboration meetings will be held between the District and contracted partner agencies. These meetings will play an integral role in consistent communication, clear understandings, assurance that State requirements are met, and allows the District to plan for upcoming events, formatively troubleshoot, and celebrate successes while working to ensure all programs reflect high caliber experiences for students.

General Service provider requirements include:

- Facilitating, coaching and guiding elementary age students (TK-8th Grade) in an after and before-school program setting, with an emphasis on relationship-building, equity and community-building.

Program hours include:

- Monday - Friday and potential weekend dates
- Work hours will range between 1:30 pm - 6:00 pm for after school programs; site dependent and minimum days
- Potential work days include winter, spring, summer and fall camps, as well as Saturday Academies.

Program services must involve:

- Assistance with after-school program attendance and snack procedures, and all documentation/record keeping that may be required
- Develop and implement a communication plan that provides weekly updates to the District's ELO-P Administrators, Support Staff, and Site Administrators. Schedule weekly meetings (virtual or in-person) with District ELO-P Administrators. Offer professional development for all program providers on classroom management and curriculum-based programming
- Use Positive Behavioral Intervention & Supports (PBIS) to engage students in the After School Program
- Strong support of the Social Emotional needs of students through positive interactions & relationship-building
- Provide strong support for students with special education needs, including but not limited to 1:1 assistance as required, ensuring equitable access to all program activities and adherence to students' Individualized Education Plans (IEPs).

Selected firms/organizations must regularly communicate with and collaborate with the District's ELO-P leadership team, school site leadership teams, and key collaborating groups.

It is imperative that approved firms/organizations provide qualified staff and substitute staff that are warm, care about students, value relationship-building with students, know how to effectively and responsibly connect with young people, and generate a sense of belonging and community—all of which should result in regular program attendance.

The selected firms/organizations must uphold and enforce all Federal, State and District mandated requirements.

5. MINIMUM SERVICE LEVEL PER SESSIONS. To meet the minimum service level and to receive the Base Payment, the Provider must ensure that every participating student receives the designated program services for the duration of each session throughout the Program length. If a student is absent for more than 10% of the scheduled sessions, the District reserves the right to replace that student with another within the first four (4) weeks of services. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment will be applied.

6. LEVELUP METRICS USED FOR OUTCOMES. LevelUp Lynwood will measure the effectiveness of the programs through a comprehensive evaluation framework centered around key outcome metrics that are tied to rate payment outcomes:

- a. Academic improvement will be assessed by tracking the percentage increase in Math and ELA test scores, specific skills performance, and/or curriculum completion.
- b. Student engagement will be measured through participation rates in various enrichment activities, including attendance and enrollment figures.
- c. The development of social-emotional skills will be evaluated based on improvements noted in instructor, peer, and/or self assessments.
- d. Parental involvement and satisfaction will be gauged through feedback collected from parent surveys.

7. PAYMENT OUTCOMES. The expected outcomes tied to payment are detailed in the Outcomes Payment Rate Cards in this RFP. The District will use various assessments (District-specified, state-required, or locally developed assessments) to determine baseline data and eligibility for outcome payments. Initially, a baseline assessment will be conducted to establish eligibility for the students participating in the program. Subsequent assessments will be administered to determine outcome payments based on student growth for previous cohorts. Specifically, the Fall assessments will determine baseline data, Winter assessments will establish outcome payments, and Spring assessments will determine outcome payments. In the event there are separate cohorts of students, payment outcome timeline would follow as such: the Fall assessments will determine baseline data and eligibility for Cohort 1, Winter assessments will establish baseline data for Cohort 2 and outcome payments for Cohort 1, and Spring assessments will determine outcome payments for Cohort 2. Providers are welcomed to send a representative to observe the assessment administration, as applicable and appropriate.

In order for the Provider to obtain an outcome payment for a student at the end of the program term, the Provider must meet the following minimum service requirements for that student:

The student has consistent support from the same coach or instructor for a minimum of 80% of the sessions, unless a change is mutually agreed upon by the District and the Provider. The student's coach or instructor is prepared and on time for at least 95% of the sessions.

This structure ensures that both the baseline and progress assessments are used effectively to measure student growth and proficiency, aligning with the District's goals for continuous improvement and student success through the LevelUp Program.

8. PROCESS OUTCOMES. In addition to using Payment Outcomes to evaluate program success and impact, the District recognizes the importance of multiple measures to demonstrate progress and inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve/modify their services, as needed. Beyond the required Payment Outcomes, the District may partner with providers to collect additional "Process Outcomes." These metrics will support ongoing learning and continuous improvement, providing a broader understanding of program effectiveness.

Process Outcomes may include data that the provider will collect or metrics measured by existing data and assessments accessible to the school and District. In the contract, the District and Provider will agree on a comprehensive list of Process Outcomes and determine which party is responsible for tracking and sharing the data, along with the timeline for these activities. Examples of Process Outcomes include:

- a. Weekly student attendance
- b. The Provider's timely reporting, communication, responsiveness, and collaboration with the District's requests
- c. Social-Emotional Learning (SEL) outcomes
- d. District surveys of students regarding their satisfaction with the services
- e. Feedback from teachers, parents, and site leaders about their satisfaction with the services

This approach ensures that both quantitative and qualitative data are utilized to enhance the effectiveness of the LevelUp Program, aligning with the District's commitment to continuous improvement and student success.

9. PARTNERSHIP. The District seeks to establish a collaborative partnership with the Provider(s) chosen for this Program. The District will provide student-level data to guide Program services as necessary and as permitted by state and federal law. The District and the Provider(s) will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

10. STUDENT ATTENDANCE. For sessions immediately after the school day, the District shall be responsible for ensuring student attendance at the Program sessions. The Provider shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Provider.

11. PARTICIPATING STUDENTS. The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number. Students may only be removed from the Program by mutual agreement. Students may be removed because they succeed at the outcomes quickly; they may be removed for other reasons as well (absence, lack of engagement, etc.). Any student who receives tutoring who meets the contingent outcomes will count for

the purposes of calculating Contingent Payments.

12. DISTRICT RESPONSIBILITIES. The District is responsible for providing the conditions to enable the tutoring to occur. This includes District responsibilities as agreed to by the District and Provider.

SECTION II: INFORMATION SUBMITTAL **The following sections are required.**

1. **PROVIDER INFORMATION:** In this section, provide information of your firm/organization, its history, and stability. **(1 page limit per section a.-g.)**
 - a. **Basic Information:** 1. Include the agency's name and address of the corporate headquarters, total staff in your agency/organization. 2. Provide the name, telephone number, email address, and title of the individual who will be the District's primary contact for the proposal.
 - b. **History:** Give a brief history of your organization, including years it has been in business and experience providing tutoring or related services.
 - c. **References:** 1. Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names.
 - d. **Subcontractors List:** 1. List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide.
 - e. **Previous Default or Litigation:** 1. List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved.
 - f. **District Affiliations:** 1. Provide information on affiliations you have with the District or District staff. 2. If you do not, please briefly state you do not.
 - g. **Inclusive Practices:** Describe your inclusive practices.

2. PROVIDER QUALIFICATIONS AND METHODOLOGIES: In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them, **Eight page limit.**

a. Service Model and Population

- i. Services: Describe your proposed services. How will the services you propose be delivered? What technology platform do you use and how is it integrated into sessions? How do you schedule sessions?
 - ii. Methodologies: Describe the methodologies you use to instruct students and improve mastery in English language arts. What curriculum do you use? What is your philosophy regarding tutoring and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer- based instruction element?
 - iii. How do these services and methodologies successfully support the student population the District is serving with this Program? Describe how you will meet our requirements for non-English instruction. Share evidence and/or experience in successfully serving similar student populations.
- b. Dosage. State the frequency and length of program sessions you will deliver. Note that the District is committed to a model of high-dosage sessions because the research about the efficacy of this approach is clear. High-dosage session is currently defined as at least three sessions per week, each of which is at least 30 minutes. If you offer a model that falls below that level, provide a robust rationale and evidence.
- c. Capacity. Describe the size and make-up of your employees, their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how staff are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor performance of employees over time and what you do about poor performance.
- d. Outcomes & Evaluation. Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population the District is serving with this Program. How do you monitor progress and growth?
- i. Relevant Experience. Describe any and all experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including students of color, English language learners, etc., including the size and demographics of student populations you have served.
 - ii. Tell us anything else that might give us confidence in your ability to deliver the outcomes.

- e. Continuous Improvement and Collaboration. Tell us how you use data to continuously improve the service you provide, including how you help tutors get better. Describe how you will engage district and school leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.
 - f. Key Staff. Please give brief details of the key staff who would work with the District and their experience
3. **REQUIREMENTS FOR ACHIEVEMENT:** In this section, please describe any and all elements you require from the District to achieve the outcomes.
 - a. **Technology Requirements.** Describe the technology requirements for you to provide your services, inclusive of hardware, software, and bandwidth necessary. State clearly what you will provide and what you require the District to provide.
 - b. **Other Requirements.** Describe any other requirements necessary for you to provide your services or assumptions you are making (for example, visibility to student schedules, classroom space, technology support).
 - c. **Data Access.** Describe all forms of District Student Data that you will require the District to provide access to, collect, maintain, or analyze.
4. **PRICING:** This section details 1) The total contract Base Payment and Contingent Outcomes Payment, the sum of which is the total potential Program Fee available to the Provider, and 1) the Payment Rate Cards, which outline the price and payment cap for each payment outcome.
 - a. The full Base Payment available will be calculated based on the number of active participants (i.e. students) as agreed upon by the provider, school, and District. The provider will provide the district with their base payment based on said number of active participants. Base payments will be paid monthly and within 30 days upon receipt of invoice and District approval that the minimum payment terms have been met during the billing period, one-third of services were delivered.
 - b. Payments other than the Base Payment are collectively the “Contingent Outcomes Payments.” The full Contingent Outcomes Payments and associated outcomes caps available will be calculated based on the number of active participants as agreed upon by the provider, school, and District within the first two weeks of sessions delivered. The total Contingent Outcomes Payments shall be equal to or greater than 40% of the total Program fee (i.e. Contingent Outcomes Payment + Base Payment).
 - c. Active Participants is defined as a student who has an attendance rate of at least 70%. The Provider will provide the District their Contingent Outcome Payment Rate Card (see Example Contingent Outcomes Payment Rate Card). The Provider must align their Payment Rate Cards to at least one of the LevelUp metrics (see addendum). The District and the Provider will agree

upon the final Payment Rate Card for Contingent Outcomes Payment within the first two weeks of sessions delivered. Make a copy of the provided Outcome Rate Calculator to determine the payment rate for each identified metric.

- d. The Provider may include any number outcomes so long as they do not exceed the District maximum (5) and the outcomes are aligned to a measurable metric.
- e. The Provider will define growth per outcome per metric in their Payment Rate Card.
- f. In addition to the Payment Rate Card, the Provider will provide a detailed breakdown on the costs of services related to base payment.
- g. The District has provided a Payment Rate Card for each program in the link below. While the District is looking for a Provider to follow and accept the outlined Payment Rate Card, the Provider may submit their own with justification as to why their submitted Payment Rate Card should be followed.**

CONTINGENT OUTCOMES PAYMENTS RATE CARD

Example provided is based on 40 active participants at 1 site
To provide programming at multiple sites, multiply the number of school sites to the provided rate card.

Outcomes Rate Card to Publish in your RFP and Contract			
Outcome	Metric	Price Per Outcome	Outcome Payment Cap
Semester Outcome 1	80% Attendance	\$219	\$7,000
Semester Outcome 2	75% Satisfaction Students	\$109	\$3,500
Semester Outcome 3	80% Parent Satisfaction	\$250	\$7,000
Annual Outcome 4	Capstone performance/project completion	\$292	\$10,500
		\$0	\$0
Base Payment			
Base Payment	Paid on Services Delivered	\$1,050	\$42,000
Total:		\$1,920	\$70,000

Link to Payment Rate Calculator: <https://shorturl.at/zpcrT>

SECTION III: SPECIAL TERMS AND CONDITIONS

METHOD OF EVALUATION - RESPONSIVE SECTION

Respondent RFP submittals will be evaluated as “Responsive” using the evaluation criteria outlined below. Respondent submittals that are deemed “Non-Responsive” will continue to the second stage of the RFP evaluation “Responsible Section”. A maximum 100 points will be awarded. The point totals are as follows:

Criteria Category	Description	Points
Adherence to RFP Instructions	RFP submittal is concise, accurate, relevant, complete and aligned with RFP completed forms and/or required exhibits	25
Experience and Past Performance	RFP submittals must demonstrate a minimum work history and performance history of five (5) years in a TK -12 student population setting	25
Proposal Content	Proposal content that addresses the Scope of Services provided outlined in the RFP documents.	50

METHOD OF EVALUATION- RESPONSIBLE SECTION

The District will make its award based on evaluation of the written proposals to determine the most qualified Provider or Providers that provide the best value to the District and that are most likely to improve student outcomes. A maximum 100 points will be awarded. The point totals are as follows:

Criteria Category	Description	Points
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing tutoring services to historically underrepresented student populations.of numbers of staff with the ability to serve the identified student population	20
Capacity	Applicant has capacity to serve student population, in terms of numbers of staff with the ability to serve the identified student population	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	25
Total Fee Proposal	Applicant has a fee proposal that is aligned with the District's budget	30
Payment Rate Card	Applicant provides a detailed and fair Payment Rate Card aligned with the District's metrics and goals, and demonstrates their commitment to achieve multiple outcomes.	

2. DATA PRIVACY AND SECURITY COMPLIANCE.

Section 2.1 Data Sharing. The Parties acknowledge that it may become necessary for the District to share data regarding or relating to one or more District students with the Provider or Provider Staff, for purposes of determining program impact or for other purposes relating to the Services. In such event, and prior to the District sharing any Student Data, the Parties shall enter into a separate "Standard Student Data Privacy Agreement" that shall be applicable to: (i) all student data shared pursuant to this Agreement; and (ii) the Firm and the Firm Staff. Notwithstanding the foregoing: (i) the District in its discretion may decline to comply, in whole or in part, with any request for student data, if the District determines that providing the requested student data would not be in the best interests of current or former District students; and (ii) each request for student data must be approved by the Executive Director of the District's Research and Evaluation Department.

Subsection 2.2.1 Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act set forth in 20 U.S.C. Section 1232g (“FERPA”) and 34 CFR Part 99, the federal regulations that implement FERPA, set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (e.g., names, addresses, telephone numbers, dates of birth, test scores, et cetera). To the extent, in connection with the Services, the Firm or any of the Firm Staff accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Firm shall comply with any and all applicable requirements of FERPA and its implementing regulations.

Subsection 2.2.2 Health Insurance Portability and Accountability Act. The Health Insurance Portability and Accountability Act, Public Law 104-191 (“HIPAA”) and the federal regulations that implement HIPAA, set forth requirements for, among other things, use and disclosure of individuals’ health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-0005 (“HITECH”) and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establish penalties for violations. To the extent, in connection with the Services, the Firm or any of the Firm Staff accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Firm shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

3. SCHOOL OFFICIAL. To the extent Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a “school official” within the meaning of FERPA. Provider will be under the direct control of District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

4. DATA SECURITY. Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

5. INSURANCE REQUIREMENTS.

Section 5.1 Required Policies. Prior to commencing any of the Services, the Provider must procure (if applicable) and, during all periods required by this Agreement, must maintain in effect, the insurance policies required pursuant to this Part 5 (“Required Policies”). The Required Policies include the following:

- i. General Liability Insurance. A policy of commercial general liability insurance that is written on an “occurrence” basis and that provides coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by the Provider pursuant to this Agreement (“General Liability Policy”). The General Liability Policy must include, without limitation, coverage for the contractual liability assumed by the Provider pursuant to this Agreement.
- ii. Business Auto Liability Insurance. A policy of business auto liability insurance (however denominated) that is written on an “occurrence” basis, and has coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate (“Vehicle Liability Policy”). The Vehicle Liability Policy must include, without limitation, coverage for liability, property damage, bodily injury, and uninsured-underinsured motorists.
- iii. Abuse-Molestation Insurance. A policy of abuse-molestation insurance (“Abuse Policy”) that: (1) is separate from the General Liability Policy and any professional liability and other insurance Page 11 policies that the Provider may have in effect; (2) is written on an “occurrence” basis; (3) has coverage limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, the Provider’s staff; (6) provides coverage for the District prior to any determination that an accused abuser is guilty; and (7) provides for payment of defense costs outside the Abuse Policy’s coverage limits. The Provider shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.
- iv. Professional Liability Insurance. (If Applicable) A policy of professional liability insurance, with coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate (“Professional Liability Policy”). The District acknowledges that the Professional Liability Policy shall be written on a “claims made” basis. The Professional Liability Policy shall be subject to all of the following: (1) the effective date of the coverage must be shown and must be prior to the date the firm commences performance of the Services; (2) the coverage must be maintained, and evidence of coverage must be provided, for at least two years following final payment to the Provider pursuant to this Agreement; (3) if coverage is canceled or renewed, and not replaced with another claims-made policy having a retroactive coverage date that is prior to or the same as the date the original policy took effect, the Provider must purchase extended-period coverage (i.e., tail) that provides coverage until the end of the two-year period described in the preceding clause; and (4) upon request, a copy of any and all claims reporting requirements, for original and replacement policies, must be submitted to the District for review.

- v. Cyber Liability. (If Applicable) Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the District and cover breach response costs and regulatory fines and penalties
- vi. Workers' Compensation Insurance. A policy of workers' compensation insurance as required by California law ("Worker Compensation Policy"). Notwithstanding the insurer standards set forth in Section 6.2 herein, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards.

Section 5.2 Insurer Standards. The insurance policies required pursuant to this Part 5 must be issued by one or more insurers authorized to do business in the State of California and having an A.M. Best Company rating (i.e., "Best's Rating") of not less than an "A-" (i.e., "A Minus") and Financial Size Category of not less than "VII."

Section 5.3 Situs. Notwithstanding any choice-of-law, conflict-of-laws, or other provision of any federal, state or other law, each of the Firm's insurance policies must be "situs" California, so that all interpretations and disputes, if any, shall be subject to and governed by California law, and Page 12 all actions and other proceedings to interpret or enforce rights or obligations under the Required Policies shall be initiated and commenced in the County of Orange, California.

Section 5.4 Additional Insureds. Each of the General Liability Policy, the Vehicle Liability Policy, and the Abuse Policy shall name (or be endorsed to name) as additional insureds in connection with this Agreement and the Services: (i) the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents"). The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by the District, in its reasonable discretion. For purposes of this Section, and without otherwise limiting the District's discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

Section 5.5 Waiver of Subrogation. With respect to the District and the District Agents, the Firm, on behalf of itself and its insurers, hereby waives any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss in connection with the Required Policies. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, and the Professional Liability Policy must be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District and the District Agents. The Worker Compensation Policy must be endorsed with a waiver of the insurer's rights of subrogation against the District and the District Agents.

Section 5.6 Firm Insurance is Primary. To the extent permitted by law, the Required Policies shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, Cyber Liability, and the Professional Liability Policy must be endorsed to provide that it is so primary and noncontributory.

Section 5.7 Deductibles and Self-Insured Retentions. The Firm must disclose in writing to the District any and all deductibles and self-insured retentions applicable to any of the insurance policies the Firm is to have in effect pursuant to this Agreement. Each deductible or self-insured retention requirement in excess of \$10,000 is subject to discretionary approval by the District and, at the option of the District, the Firm either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. Each insurance policy that is subject to any deductible or self-insured retention must be endorsed to permit the District to pay the deductible or retention in the event the Firm is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to, or does not, pay such amount.

Section 5.8 Evidence of Coverage. Prior to, and as a condition precedent to, commencing the Services, the Firm must provide to the District: (i) such duly-authorized and executed certificates of insurance as reasonably evidence that Required Policies are in full force and effect (each a “Certificate of Insurance”); (ii) a copy of each and all endorsements required pursuant to this section; and (iii) if applicable, the written disclosure of deductibles and self-insured retentions required pursuant to this section. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. The Firm must, as applicable: (i) provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or Page 13 expiration without renewal of any such insurance policy; and (ii) provide updated Certificates of Insurance to the District promptly upon renewal of any of the Required Policies.

6. HEALTH AND SAFETY REQUIREMENTS.

Section 6.1 Background Checks. The Parties acknowledge and agree that, for purposes of Education Code Section 45125.1, the Firm Staff who may at any time be present in or at any District school (“On-Site Personnel”) will not at all times be directly supervised by a student’s parent or guardian or by District staff. Therefore, the Firm shall, with respect to all On-Site Personnel, comply with the requirements of Section 45125.1 relating to background checks and criminal history summaries. Prior to allowing any of the On-Site Personnel to be present in or at any District school or other property, and using a form reasonably acceptable to the District, the Firm must list the OnSite Personnel and certify to the District that none of the listed On-Site Personnel have been convicted of any serious or violent felony described in Education Code Section 44237. The Firm shall, with respect to the On-Site Personnel, provide, directly to the District’s Department of School Police, any and all subsequent arrest activity reported by the California Department of Justice.

Section 6.2 Tuberculosis Assessment and Examinations. The Firm shall ensure that the On-Site Personnel in each case have complied with the Tuberculosis assessment and examination procedures specified in Education Code Section 49406, regardless of whether that Section expressly makes those requirements applicable to the Services.

Prior to allowing any of the On-Site Personnel to be present in or at any District school, the firm shall provide to the District a copy of each certificate, as described in subdivisions (c) and (d) of Education Code Section 49406, indicating that the On-Site Personnel are free from infectious Tuberculosis.



EXTENDED LEARNING OPPORTUNITIES PROGRAM, LEVEUP

CONTRACT #01TECH26

This Contract is made and entered into this _____ day of _____ in the year of 20____ by and between the LYNWOOD UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and _____, hereinafter referred to as "Firm". The DISTRICT and the Firm are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This Contract is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain Firm services to help in the following: **PROJECT** hereinafter referred to as "PROJECT", and more fully set in the Proposal attached hereto as Exhibit "A"; and

WHEREAS, Firm possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, Firm is fully licensed, if required, to provide such special Firm services in conformity with the laws of the State of California; and

WHEREAS, Firm has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this Contract

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further agree as follows:

ARTICLE I

Firm'S SERVICES AND RESPONSIBILITIES

1. Firm's services shall consist of those services performed by Firm, Firm's employees and subcontractors as enumerated in this Contract and Exhibit "A". Firm shall commence providing services under this agreement on this _____ day of _____ in the year of 20____ and will diligently perform as required and complete performance on this _____ day of _____, in the year of 20____.

2. Firm's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. Firm represents that he/she will follow the standards of his/her profession in performing all services under this Contract.

3. Firm makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and Firm acknowledges and agrees that the DISTRICT, in deciding to engage Firm pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Contract and the course of Firm's engagement hereunder:

a. Firm is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Contract and, to the extent required by any applicable laws, Firm has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. Firm, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Contract, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

4. Firm, upon notice to proceed from the DISTRICT, shall provide the DISTRICT certain special services and advice relating to the PROJECT. The nature of such special services and advice is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Firm and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Exhibit "A". Any discrepancies or inconsistencies between this Contract and Exhibit "A" shall be interpreted and governed by the terms and conditions of this Contract. Pursuant to Education Code section 81644, the total term of this Contract shall not exceed a total of ten years.

ARTICLE II

TERMINATION

1. This Contract may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of Firm; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the Firm for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Firm for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports, studies and other documents whether delivered to the DISTRICT or in the possession of the Firm. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Firm and replacement Firm costs shall be deducted from payments to Firm.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and Firm shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Firm.

4. This Contract may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the Firm. In the event of a termination without cause, the DISTRICT shall pay to the Firm for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Firm for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the Firm. In addition, Firm will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the Firm under this Paragraph through 50% completion of Firm's portion of the project and if 50% completion is reached, payment of up to 3% of the unpaid balance of the contract to Firm as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate Firm for the unpaid profit Firm would have made under the project on the date of termination and is considered for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the Firm agrees to continue the work diligently to completion. If the dispute is not resolved, Firm agrees it will neither rescind the Contract nor stop the progress of the work, but Firm's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE III

Firm'S REPORTS/ DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Firm or Firm's subcontractors in accordance with this Contract, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the Firm with a written request for the return of its PROPERTY at any time. Upon Firm's receipt of the DISTRICT's written request, Firm shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE IV

ACCOUNTING RECORDS OF FIRM

Records of the Firm's direct personnel and reimbursable expenses pertaining to any extra services provided by the Firm, which are in addition to those services already required by this Contract, and any records of accounts between the DISTRICT and Firm shall be kept on a generally

recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V

COMPENSATION TO FIRM

1. The DISTRICT shall compensate Firm as follows:

a. The DISTRICT agrees to pay the Firm an amount not to exceed **TBD**

b. District Payment to Firm: Within thirty (30) days of receipt of the billing invoices, District will make payment to Firm of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due the Firm hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of the Project. The District may, however, withhold or deduct from amounts otherwise due the Firm if the Firm fails to timely and completely perform obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after the Firm has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

c. Except as expressly provided herein, Firm agrees that no other compensation, fringe benefits, or other remuneration is due to Firm by the DISTRICT for services rendered under this Contract. Firm shall not apply for or receive statutory benefits available to employees of the DISTRICT because Firm is not an employee of the DISTRICT.

ARTICLE VI

ADDITIONAL SERVICES

1. Firm shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the Firm's control. Firm shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require the Firm to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the Firm which are not the result of the direct or indirect negligence, errors or omissions on the part of Firm.

c. Providing any other services not otherwise included in this Contract or not customarily furnished in accordance with the generally accepted practice in the Firm's industry.

ARTICLE VII
REIMBURSABLE EXPENSES

1. The DISTRICT shall compensate Firm as follows:

a. The DISTRICT agrees to pay the Firm in accordance with Exhibit "A" attached hereto and incorporated herein by reference.

b. Firm shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this Contract from the time the Firm begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, Firm agrees that no other compensation, fringe benefits, or other remuneration is due to Firm by the DISTRICT for services rendered under this Contract. Firm shall not apply for or receive statutory benefits available to employees of the DISTRICT because Firm is not an employee of the DISTRICT.

ARTICLE VIII
INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, Firm agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Firm's employees or Firm's subcontractor's employees arising out of Firm's work under this Contract; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Firm or the DISTRICT, or any person, firm or corporation employed by the Firm or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Firms who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Firm, or any person, firm or corporation employed by the Firm, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages

caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. Abuse-Molestation Insurance. A policy of abuse-molestation insurance ("Abuse Policy") that: (1) is separate from the General Liability Policy and any professional liability and other insurance Page 11 policies that the Provider may have in effect; (2) is written on an "occurrence" basis; (3) has coverage limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, the Provider's staff; (6) provides coverage for the District prior to any determination that an accused abuser is guilty; and (7) provides for payment of defense costs outside the Abuse Policy's coverage limits. The Provider shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.

e. Firm, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result of Firm's work under this Contract.

f. The PARTIES understand and agree that Article VIII, Paragraph 1 of this Contract shall be the sole indemnity, as defined by California Civil Code section 2772, governing this Contract. Any other indemnity that is attached to this Contract or referenced elsewhere shall be void and unenforceable between the PARTIES.

2. Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect Firm and DISTRICT from claims which may arise out of or result from Firm's actions or inactions relating to the Contract, whether such actions or inactions be by themselves or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Four Million Dollars (\$4,000,000.00) aggregate, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of Two Million Dollars (\$2,000,000), per claim and Four Million Dollars (\$4,000,000.00) aggregate.

Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Contract and grounds for immediate termination.

d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million Dollars (\$3,000,000.00) aggregate;

e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, Firm shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof.

ARTICLE IX

MISCELLANEOUS

1. Firm, in the performance of this AGREEMENT, shall be and act as an independent contractor. Firm understands and agrees that Firm and all of Firm's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Firm assumes the full responsibility for the acts and/or omissions of Firm, employees or agents as they relate to the services to be provided under this Contract. Firm shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Firm's employees.

2. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or Firm.

3. The DISTRICT and Firm, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this Contract with respect to the terms of this AGREEMENT. Firm shall not assign this AGREEMENT.

4. This Contract shall be governed by the laws of the State of California in the legal venue of Los Angeles County, Ca.

5. This Contract represents the entire Contract between the DISTRICT and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended or modified only by an agreement in writing signed by both the DISTRICT and Firm.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this Contract. It is expressly understood and agreed that the PARTIES to this Contract have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this Contract referenced on RFP #01TECH26.

9. If either PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. This Contract is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this Contract as of the day and year first written above.

DISTRICT - Lynwood Unified School District

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Exhibit A FEE PROPOSAL

(Provide Total Amount Per Section)

A. Bidder's Price Proposal: The Bidder proposes to complete the Project and all other obligations of the Contractor under the Contract for _____ Dollars (\$_____). The awarded Respondent agrees to hold the Price Proposal firm for (ninety) 90 calendar days after the latest date for submitting Proposals.

B. Fixed Fee (Not to Exceed): Provide a list of hourly rates for anticipated positions within the Firm's organization structure sealed with the fee proposal. Additional services shall be billed to the District at the Firm's contracted hourly rates. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Firms selected for a final interview must submit a detailed breakdown of the fee by deliverable at the time of the final interview, if applicable. *See Exhibit B.*

C. Reimbursable Expenses: Please indicate a not to exceed budget for reimbursable expenses. Provide a complete breakdown of all reimbursable expenses. The District does not reimburse for travel unless the Firm is specifically directed to conduct an off-site visit.

\$ _____

TOTAL ESTIMATED PROJECT FEE (Include all billable hours and costs referenced above in Sections A & B):

\$ _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____ Date: _____



Exhibit B
LABOR COST PRICE/COST PROPOSAL SHEET
 (Cost Breakdown)

Note: Cost/Price Data will be used for fair/reasonable negotiations.

LABOR COST PRICE/COST PROPOSAL SHEET					Page No. of 1 of 2	
Offeror's Name and Address:			Solicitation Document Number:			
			Title of Proposed Effort and Task No., Phase No., or Project, As Applicable:			
Location Where Work is to be Performed			Contract:			
Point of Contact			Period of Performance:			
Telephone Number:			Proposal Total: \$ _____			
1. DIRECT LABOR BY TITLE (Specify) – Additional Sheet May be Used, Labor which actively and directly takes part in providing service		Estimated Hours	Hourly Rate	Estimated Costs		Exhibit Reference
a.						
b.						
c.						
		TOTAL DIRECT LABOR (a+b+c)		A.		
2. LABOR OVERHEAD & FRINGE BENEFITS RATE O/H		Rate ____% X Total A.		B.		
		TOTAL LABOR OVERHEAD (A+B)		C.		
3. GENERAL & ADMINISTRATIVE EXPENSE RATE G & A		Rate ____% X Total C.		D.		
			TOTAL PRICE/COST (C+D)		E.	
4. PROFIT/FEE			Rate ____% X Total E		F.	
			TOTAL PROPOSED PRICE/COST (E+F)		G	
This price/cost proposal is submitted reflects our best cost/price as of this date.						
Authorized Official's Typed Name and Title				Signature Date		



Exhibit B
LABOR COST PRICE/COST PROPOSAL SHEET

Offeror's Name and Address:	Solicitation Document Number:
	Title of Proposed Effort and Task No., Phase No., or Project, As Applicable:
ALL OTHER TYPE OF COSTS PRICE/COST PROPOSAL SHEET Page No. of	
Location Where Work is to be Performed	Contract:
Point of Contact:	Period of Performance:
Telephone Number:	Proposal Total: \$ _____

DIRECT MATERIALS (Attach Itemized Listing)			Total Estimated Price/Cost	Exhibit Reference
1. MATERIALS (<i>SEE ATTACHED LISTING</i>)			A.	
2. MATERIAL OVERHEAD RATE		Rate ____% X Total A.	B.	
	Sub-Total A+B)		C.	
3. EQUIPMENT COST TO BE PURCHASED OR FABRICATED FOR THIS SPECIFIC PROJECT			D.	
4. TRAVEL (include itemized list on separate sheet)			E.	
5. FirmS/SUBCONTRACTOR (Identify on a separate sheet – purpose -- rate -- days -- expenses)			F.	
	TOTAL OF ALL OTHER COSTS (C+D+E+F)		G.	
6. GENERAL AND ADMINISTRATIVE EXPENSE/INDIRECT EXPENSE RATE		Rate ____% X Total G.	H.	
7. Royalties (Provide Required Supporting Documentation)			I.	
	TOTAL OF ALL COST (G+H+I)		J.	
8. PROFIT/FEE RATE		Rate ____% X Total J.	K.	
	TOTAL PRICE/COST PROPOSED (J+K)		L.	
This price/cost proposal is submitted reflects our best cost/price as of this date.				
Authorized Official's Typed Name and Title	Signature Date			



Exhibit C
FIRM DECLARATION

Service Categories Prequalifying for: _____

Firm (legal name of entity): _____

Address: _____ Phone: _____

Fax: _____ Email: _____

Type of Firm: Individual ☐ Corporation ☐ Partnership ☐ Other (Specify) ☐ _____

Tax I.D. No.: _____ Date of Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

OWNERS, OFFICERS AND PRINCIPALS			
<i>Name</i>	<i>Years with Firm</i>	<i>Position</i>	<i>% of Ownership</i>

Firm has attached a Certificate of Insurance demonstrating a valid insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate or has attached a letter from their insurer that such policy limits would be secured in the event that the Firm is awarded the project.

Yes _____ No _____

Firm has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured.

Yes _____ No _____

Note: If answering 'yes' to any of the below listed questions, explain on a separate signed page.

Has there been any change in the control of the firm in the last five years?

Yes _____ No _____

Have you declared bankruptcy or been placed in receivership within the past ten years?

Yes _____ No _____

Are any of the firm's owners, officers, and/or principals connected with any other companies as subsidiary, parent, or affiliate?

Yes _____ No _____

Has your firm been involved in any litigation, arbitration, claim, or dispute of any kind with a public agency in the past ten years?

Yes _____ No _____

Has your firm or any owner, officer or principal of your firm ever been found guilty of violating any federal, state or local law, rule or regulation regarding a contract?

Yes _____ No _____

Has your firm ever failed to complete a contract within the authorized contract time?

Yes _____ No _____

Has your firm received any notices threatening termination?

Yes _____ No _____

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

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____ Date: _____



Exhibit D

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to 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 for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____ Date: _____



Exhibit E
NON-COLLUSION AFFIDAVIT FORM

STATE OF CALIFORNIA, COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am the
(Typed or PrintName)
_____ of _____, the party submitting the
(Job Title) (Firm Name)

foregoing Proposal. In connection with the Proposal, he/she undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Firm to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or to refrain from proposing.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other proposer, or to fix any overhead, profit or cost element of the proposal price or that of any other proposer, or to secure any advantage against the public agency awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Proposer has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this _____ day of _____, 2025, at _____.
(City and State)

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

Authorized Signature

Date

Print Name

Title



Exhibit F
ACKNOWLEDGEMENT OF ADDENDA FORM

If applicable, the Firm acknowledges receipt of the following addenda from the District pursuant to the RFP:

Acknowledgement of Addendas:

Enter dates when Addendas were received.

Addenda No. 1: _____, 20____

Addenda No. 2: _____, 20____

Addenda No. 3: _____, 20____

Acknowledge the inclusion of all addenda issued prior to submittal due date in the blanks provided above.
Your failure to do so shall render your submittal "Non-Responsive."

Authorized Signature

Date

Print Name

Title



Exhibit G:
Disclose Any Known Family Or Business Relationships

Written Statement To Disclose Any Known Family Or Business Relationships

[INSERT STATEMENT HERE]

Authorized Signature

Date

Print Name

Title



Exhibit H
SAM.GOV STATUS

(Federal Government System for Screening Contractors for Award Possibilities)

[INSERT PRINTOUT HERE]



Exhibit I

SPECIAL PROVISIONS CERTIFICATION UTILIZING FEDERAL FUNDS

All contracts made by the District under the Federal award which uses Federal funds, must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by District entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The District’s awarded entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District’s awarded entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District’s awarded entity must report all suspected or reported violations to the Federal awarding agency. The awarded entity will also need to comply with California certified payroll records requirements as well.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by The District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401](#)–7671q.) and the Federal Water Pollution Control Act ([33 U.S.C. 1251](#)–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the District award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401](#)–7671q) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251](#)–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with District funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the District award. . [[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

(J) Procurement of recovered materials - The District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See [Public Law 115–232](#), section 889 for additional information. (d) See also [§ 200.471](#). Telecommunication costs and video surveillance costs. (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in [§ 200.216](#) to:

(1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems. [[85 FR 49570](#), Aug. 13, 2020]

(L) Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, District’s awarded entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Proposal/Bidder has reviewed and is willing to comply with provisions indicated herein. Sign and submit with your Proposal.

Authorized Signature

Date

Print Name

Title

END OF DOCUMENT