



2025-26.RFP02

HLPUSD TUTORING SERVICES

Hacienda La Puente Unified School District

September 24, 2025

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Section 01

NOTICE SOLICITING PROPOSALS

The Hacienda La Puente Unified School District (“District”) is issuing this Request For Proposals (“RFP”) inviting qualified and experienced providers to submit proposals for in-person tutoring services to District high school students. Interested parties shall submit two (2) hard copies and one (1) pdf copy on a USB drive in a sealed envelope to:

Hacienda La Puente Unified School District
Attn: Joel Duarte, Director of Purchasing & Warehouse
15959 E Gale Ave.,
City of Industry, CA 91745

Proposals must be received no later than 3:00 P.M. (PST) on October 8, 2025. Submissions received after this date and time may not be accepted by the School District. The District reserves the right to reject any and all proposals at their discretion, the District reserves the right to request additional information and/or conduct subsequent interviews with all or none of the responding firms.

All questions regarding the Request for Proposals, the desired services or any related matters should ONLY be directed to Joel Duarte, Director of Purchasing and Warehouse at jduarte@hlpusd.org, questions must be submitted by 2:00 P.M. (PST) on October 1, 2025. Questions received after this time may not be answered. Any firm directly or indirectly contacting District staff, including but not limited to, administrators, Board members, other than the Director of Purchasing may be disqualified.

The complete RFP document can be found:
<https://www.hlpschools.org/district/business-services-division/purchasing-warehouse>

Thank you for your interest.

Sincerely,

Joel Duarte
Hacienda La Puente Unified School District
Director of Purchasing & Warehouse
(626) 933-3932

END OF DOCUMENT

Section 02

BACKGROUND & OBJECTIVES

1. Background

The Hacienda La Puente Unified School District (“HLPUSD” or “District”) located approximately 25 miles east of Los Angeles is one of the largest suburban school districts in Los Angeles County. The District’s pre-kindergarten through 12th grade enrollment exceeds 15,000 students who reside within the District’s boundaries which include the cities of Industry and La Puente and the unincorporated Los Angeles County areas of Hacienda Heights and Valinda.

The Hacienda La Puente Unified School District has fourteen (14) elementary schools, eight (8) K-8 and middle schools, four (4) comprehensive high schools, one alternative high school, an extensive Head Start/child development and adult education programs.

The Hacienda La Puente Adult Education program is the second largest in the state serving more than 18,000 adult and high school students. The adult education program is a post-secondary institution offering entry-level and advanced courses in various fields. The adult education program is accredited by the Western Association of Schools and Colleges (WASC).

The Hacienda La Puente Unified School District is governed by a five-member Board of Education. The District employs a school Superintendent who is responsible for the day-to-day operations of the school district. The District employs approximately 3,000 certificated and classified employees, and has a total operating budget of approximately \$441 million dollars.

2. Objective

The purpose of this Request for Proposals (RFP) is to solicit submissions from qualified providers to deliver a comprehensive, evidence-informed high school afterschool program that supports academic achievement, youth development, and community engagement. The selected provider will demonstrate the capacity to meet the criteria outlined herein, based on established best practices in program quality, licensing, and evaluation frameworks.

END OF DOCUMENT

Section 03

INSTRUCTIONS TO PROPOSERS

Respondents shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Proposal.

Hacienda La Puente Unified School District will evaluate the information submitted by Respondents as outlined herein. If any information is found to be false, incomplete, or otherwise unsatisfactory, the District may, at its sole discretion, reject the Respondent's submission.

1. **RFP Documents**

Complete RFP documents, including addenda issued, can be found on the Purchasing webpage of the Hacienda La Puente Unified School District website at:

<https://www.hlpusd.org/district/business-services-division/purchasing-warehouse>

2. **Due Date & Opening**

The due date for this RFP is October 8, 2025, at 3:00 p.m. (PST). Proposals received after the date and time will be deemed nonresponsive and returned to the Proposer unopened. For the purposes of this RFP the official time shall be that in the District's Purchasing office. Proposals will be publicly opened at the District Office, immediately following this submission time.

3. **Format**

Proposals shall be submitted in a sealed envelope/package clearly marked on the outside with the Proposer's name, the RFP number and RFP title. Included in the package should be one (1) original hard copy clearly marked "Original", one (1) hard copy clearly marked "Copy" and one (1) electronic copy on a USB Storage Device. Proposals sent by e-mail or facsimile will not be accepted.

Proposals shall be typed and securely bound or stapled in a manner that ensures all pages remain intact. The complete proposal, including all narrative content, required forms, marketing materials, and any supplemental documentation, shall not exceed 50 pages in total. Proposals that exceed the page limit or are not properly assembled may be deemed non-responsive. The proposal must include copies of this RFP's Sections 07, 08, 09, 11 and 12.

4. **Submittal Location**

Proposals can be mailed or hand delivered to the District Office at:

Hacienda La Puente Unified School District
Attn: Joel Duarte, Director of Purchasing & Warehouse
15959 E. Gale Ave.
City of Industry, CA 91745

The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. The District will not be responsible for submissions misdelivered due them being unreadable or mislabeled.

5. **Preproposal Conference**

There will be no preproposal conference.

6. **Proposer Questions & Clarifications**

All questions or requests for clarification regarding any aspect of this RFP must be submitted via email only to Joel Duarte, Director of Purchasing & Warehouse at: jduarte@hlpusd.org.

Questions must be received no later than October 1, 2025, at 2:00 p.m. (PST). The District is under no obligation to respond to any questions received after this deadline or to any questions submitted in a manner not

consistent with these instructions.

To ensure fair and equal dissemination of information, Proposers are strictly prohibited from contacting any other District personnel regarding this solicitation. Failure to adhere to this requirement may result in disqualification from further consideration.

7. **Addenda and RFP Modifications**

Any corrections, modifications, additions, revisions, or other changes to this RFP will be valid only if issued in writing by the District as a formal RFP Addendum. All Addenda will be posted on the District's website at: <https://www.hlpusd.org/district/business-services-division/purchasing-warehouse> and will become part of the official RFP documents.

It is the sole responsibility of each proposer to check for any Addenda have been issued. Acknowledgment of all issued Addenda will be a mandatory requirement for submitting a complete and responsive proposal.

8. **Withdrawal or Revision of Proposal**

Prior to the date and time RFPs are due, a Proposer may withdraw their submission by written request to Joel Duarte at jduarte@hlpusd.org.

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

9. **Offer Period**

Proposals shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 90 calendar days following the last day to submit Proposals. The withdrawal period can be extended beyond the 90 calendar days with the approval of the Proposer. Proposals may not be amended once submitted to District, except as permitted by the District.

10. **District's Discretion to Reject Proposals**

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process.

11. **Protest**

Any Proposer who submitted a Proposal to the District may file a protest provided that each and all of the following are complied with:

- a. The protest is in writing, the protest can be hand delivered or mailed to the same address as called out in the Submittal Location or emailed to Joel Duarte at: jduarte@hlpusd.org.
- b. The protest is received by the District's Director of Purchasing and Warehouse by the close of the District's business day not more than seven (7) calendar days following the date of the District's Notice of Intent to Award a contract(s).

The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the Proposer submitting the protest concurring with or denying the protest. The District's written

decision shall be final and not subject to reconsideration or appeal. No Proposer shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the Proposer. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations.

12. Proposer Assurances

Prior to submitting a response, the Proposer shall ensure that they fully understand the proposed work, have become fully acquainted with the conditions of the contract and proposal documents including any addenda issued and any other documents included or referenced in this solicitation. In the event that additional information is required, including clarification on discrepancies and/or omissions in the RFP document, the Proposer shall notify the District per the Proposer Questions & Clarifications section of this proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done. Any interpretation of the Contract Documents will be made only by written addenda duly issued per the terms of this RFP. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Documents to any Proposer, and no Proposer should rely on any such oral interpretation. Proposals shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

13. RFP Costs

The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of contract.

14. Term of Agreement

The resulting Contract is expected to be valid through June 30, 2026 for and may be extended for up to four (4) additional one-year optional renewal terms. Do to the nature of the services a contract may be written for a shorter period of time.

15. Contract Format and Sample Contract

It is the intent of the District to enter into a contract with the awarded proposer. The contract will incorporate the RFP and outline the general provisions of the agreement. A sample contract is included in this RFP and will serve as the template; however, the District reserves the right to make changes, revisions, clarifications, or corrections to address inconsistencies, correct errors, or incorporate input from the awarded contractor.

16. Rate Escalation & Modification

In the event that this contract is extended beyond the initial term, the costs specified herein may be subject to an annual escalation. Any such rate increase shall not exceed [5%] per year and must be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, published by the U.S. Bureau of Labor Statistics.

The Proposer must submit a written request for any proposed rate adjustment at least sixty (60) days prior to the start of the extension term. The District reserves the right to approve, negotiate, or reject any proposed increase.

Participation-Based Modifications:

In the event that actual student enrollment or participation drops (by more than 10 % from the original estimated number (or the previous year's participation-in the case of contract extensions, the parties agree to negotiate a proportional adjustment in staffing levels and corresponding service costs. Any such adjustment must be agreed to in writing prior to the start of the affected program year.

No rate adjustment shall take effect without the prior written approval of the District.

END OF DOCUMENT

Section 04

EVALUATION CRITERIA

EVALUATION CRITERIA: The proposals received will be evaluated according to the following criteria and percentages:

Evaluation Criteria	Importance (Weight)
Program Vision, Outcomes, Design, & Activities	High (25%)
Evaluation & Continuous Improvement	High (20%)
Leadership & Staffing	High (15%)
Cost	High (10%)
Licensing, Safety Compliance, Logistics & Operations	Medium (10%)
Partnerships & Community Engagement	Medium (10%)
Accessibility & Inclusivity	Medium (10%)

The District, as part of its comprehensive evaluation process, reserves the right to seek clarification from the Proposers, request additional supporting documentation, conduct post-submission interviews, and obtain information from external sources.

The District reserves the right to automatically disqualify any proposer from further consideration if, during the evaluation process, it is determined that the Proposer, or any of its principals, has engaged in egregious conduct in the course of its past or current business operations. Such conduct may include, but is not limited to:

- Fraud, misrepresentation, or material non-disclosure in prior public or private contracts;
- Acts of gross negligence or willful misconduct;
- Documented violations of state or federal laws or regulations related to labor practices, workplace safety, or licensing requirements;
- Termination for cause or default on prior contracts, particularly those involving public agencies or educational institutions.

This determination may be based on information obtained through reference checks, public records, litigation history, regulatory agency reports, or any other credible sources available to the District during the evaluation period.

The District, in its sole discretion, will determine what constitutes egregious conduct and whether such conduct warrants disqualification. The District's decision in this regard shall be final and is not subject to appeal.

END OF DOCUMENT

Section 05

SAMPLE CONTRACT

CONTRACTED SERVICES AGREEMENT
Hacienda La Puente Unified School District
15959 E., Gale Ave. City of Industry, 91745 (626)933-3930

This Contracted Services Agreement (“Agreement”) is made effective as of XXXXXX, 2025 (“Effective Date”) by and between the Hacienda La Puente Unified School District (“District”) and xxxxxxx (“Provider”). The District and the Provider may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District issued Request for Proposals No. 2025-26.RFP02 seeking qualified providers to furnish tutoring services to support student achievement and academic intervention across multiple school sites within the District; and

WHEREAS, the Provider submitted a proposal in response to RFP No. 2025-26.RFP02, and after a competitive evaluation process, the District selected the Provider as the provider best meeting the needs and requirements set forth in the RFP; and

WHEREAS, the Provider represents that it is duly qualified, experienced, and capable of providing the tutoring services described in the RFP and this Agreement, and is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the District desires to enter into an agreement with the Provider to provide such tutoring services in a manner that aligns with state standards, supports student learning outcomes, and complies with all applicable laws and District policies.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Scope of Services: Provider will provide tutoring services per RFP 2025-26.RFP02.
2. Term: Provider shall commence providing services upon full execution of this Agreement and shall continue to provide such services through June 30, 2026, unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement of the parties.

The District shall have the option to renew the Contract for up to four (4) additional one-year terms, subject to the continued availability of funding, satisfactory performance by the Provider, and the District’s determination that renewal is in its best interest. Any such renewal shall be exercised by written amendment.

3. Compensation and Payment: The maximum amount of payment under this Contract shall not exceed XXXXX (\$XXXXX) at the rates include in Exhibit XXX. The Provider acknowledges that the compensation shall be the total and all-inclusive in exchange for the performance of the Services. The District shall not be responsible or liable for paying or reimbursing the Provider for any additional costs or expenses incurred by the Provider in connection with performing the Providers Services unless expressly agreed to in this Agreement. The District shall make payment to Provider within thirty (30) business days after receipt of an approved invoice or the resolution of any billing dispute.
4. Invoice Submission: The Provider shall invoice the District either; (1) upon the completion of services; or (2) fifteen (15) days after the end of the month, if the services are ongoing; or (3) as mutually agreed upon

between the Parties. In no event will the Provider submit an invoice to the District more than 365 calendar days after; (1) the term of the Agreement has expired, or (2) services are rendered, or (3) the Agreement is terminated, whichever is latest.

- 4.1. Invoices should be emailed to: hlaccounts payable@hlpusd.org or mailed to 15959 E Gale Ave., City of Industry, CA 91745, Attn: Accounting.
- 4.2. Invoices must include the following information or the District reserves the right to reject and return them to the Provider for correction:
 - 4.2.1. Invoice number, invoice date, service date(s), service location (and times or hours worked if billing is hourly), description of services, the agreement number or the Purchase Order Number. When applicable, the invoice amount must be itemized.
 - 4.2.2. Any backup documentation, reports, reimbursement invoices/receipts (if allowable), deliverables, other materials as required by the agreement.
5. Independent Provider: For all purposes of this Agreement, the Provider shall be deemed and construed to be an independent Provider to the District. Neither the Provider nor any of its officers, employees or agents shall, as a result of this Agreement, be considered to be, or shall be authorized to act as, or permit any person or entity to persist in the apparent belief that, they are an officer or employee of the District. In connection with the Services and this Agreement, the Provider shall be fully responsible for the acts and/or omissions of its officers, employees, and agents. Neither the Provider nor any of its officers, employees, or agents shall, as a result of this Agreement, be entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, without limitation, State Unemployment Compensation or Workers' Compensation. The Provider shall be responsible for payment of any and all federal, state and local taxes or contributions, including, without limitation, unemployment insurance, social security and income taxes attributable to its employees. The compensation payable to the Provider pursuant to this Agreement shall in no event be increased because of any costs incurred by Provider to comply with any of the foregoing requirements.
6. Materials & Equipment: The Provider shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. Conflicts of Interests: The Provider hereby represents and warrants that it has no financial, business, professional, personal, or other interest, including, but not limited to, the representation of other parties, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Such conflicts include those contemplated by Government Code section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), and other California law. If any such conflict of interests (whether actual or potential) arises in connection with this Agreement, the Provider shall immediately inform the District, in writing, regarding such conflict. If the District reasonably determines that any actual or potential conflict of interests exists with respect to the performance of the Providers Services, then the District, without liability to or recourse by the Provider, may terminate the Agreement by giving written notice to Provider, and the termination shall be effective upon receipt of the notice by the Provider.
8. Confidential Information: Except as provided in Subsection 8.3, the Provider, staff, agents and/or subProviders shall keep confidential and not disclose to any other person or entity any of the confidential information that the Provider or any of its staff obtain or discover during or as a consequence of operating the Providers Services.
 - 8.1. For purposes of this Agreement confidential information means:
 - 8.1.1. "Confidential Student Information" means any and all information regarding the identity,

condition, family members, home address, participation in programs, or other “personally identifiable information” of or relating to District Students enrolled in Providers Services that is provided to, learned by, or inferred by the Provider or any Provider Staff, including, without limitation, any information volunteered by a District Student; and

8.1.2. “Personally identifiable information” means any information (in whatever form or format) that: (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, personal identification number, student identification number, date and place of birth, mother’s maiden name, street address, email address, internet protocol address, telephone number, photograph, and fingerprints or other biometric information; or (2) is linked or linkable to an individual, such as medical, educational, financial and employment information, race, religion, and activities.

8.2. In the performance of all Services Provider shall comply with the following as applicable:

8.2.1. 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 Agreement, the Provider 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 Provider shall comply with any and all applicable requirements of FERPA and its implementing regulations.

8.2.2. 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 establishes penalties for violations. To the extent, in connection with the Agreement, the Provider 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 Provider shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

8.3. Required Disclosure. The Provider shall give written notice to the District immediately upon becoming aware that any subpoena, order, demand, or other process seeking or requiring disclosure or release of any Confidential Student Information is being sought or has been issued. In each such event, the District shall be permitted to intervene for purposes of attempting to stop or limit the disclosure of Confidential Student Information. Notwithstanding Subsection 10.3 herein, the Provider may disclose Confidential Student Information if, but only if, a court or other governmental entity with competent jurisdiction has ordered that the information be disclosed or authorized a subpoena seeking disclosure of the information. In such event, disclosure shall be limited solely to the scope of disclosure ordered by the court or other governmental entity.

9. Termination:

9.1. Termination for Convenience. The District may terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, by providing thirty (30) calendar days’ prior written notice to the Provider. Upon receipt of such notice, Provider shall take immediate steps to cease further performance under the Agreement as directed by the District and shall submit a final invoice for services satisfactorily performed through the date of termination. The District shall be liable only for payment for services properly rendered up to the effective date of termination.

9.2. Termination for Cause. The District may terminate this Agreement, in whole or in part, for cause in the event of Provider’s material breach or failure to perform any of its obligations under this Agreement. Prior to termination for cause, the District shall provide the Provider with written notice of the breach and a ten (10) calendar day period in which to cure the default. If Provider fails to cure the breach within the specified cure period to the satisfaction of the District, the District may terminate the Agreement immediately upon written notice to the Provider. In the event of termination for cause, the District shall have no further liability to Provider beyond payment for services properly rendered and accepted by the District prior to the effective date of termination.

10. Department of Justice Clearance: If deemed applicable by the District (below), the Provider shall ensure that the officers, employees and agents who may at any time be present on a District campus (“On-Site Personnel”) or have contact with District students, have been “cleared” by the California Department of Justice (“DOJ”) in accordance with Education Code Section 45125.1, regardless of whether that Section expressly makes those requirements applicable to the Provider or the services provided by the Provider. Provider must comply with the DOJ’s guidelines and requirements relating to fingerprinting and background checks of the On-Site Personnel. Prior to allowing any of the On-Site Personnel to be present in or at any District school, and using a form reasonably acceptable to the District, the Provider must list the On-Site Personnel and certify to the District that each and all of the listed On-Site Personnel have been cleared by the DOJ consistent with Education Code Section 45125.1. The Provider 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 DOJ.

	YES	NO
District has deemed Ed Code 45125.1 applicable to this Agreement	<u>X</u>	<u> </u>
	(check as applicable)	

11. Tuberculosis Assessment and Examination: The Provider 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 Providers Services. Prior to allowing any of the On-Site Personnel to be present in or at any District school, the Provider 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.

12. Indemnification:

12.1. Provider Indemnification of District. The Provider shall indemnify and hold harmless the District, the Board of Education and each individual member thereof, and the District’s other officers, employees and agents, and each of them, with respect to any and all damages, losses, judgments, costs, and expenses (including, without limitation, attorney’s fees and expenses), and other liabilities of whatever nature that arise from any negligent act or omission, or any willful misconduct, of the Provider or any of its directors, officers, employees, or agents in connection with this Agreement or the Provider’s Services. Additionally, Provider warrants and represents that it has the right to use and/or license any music, materials or similar that are the subject of this Agreement. Accordingly, Provider agrees to indemnify and hold harmless the District from all

damages, costs and expenses, including reasonable attorneys' fees arising out of any infringement or claim of infringement of patents, trademarks, or copyrights arising out of the use of any materials that are the subject of this Agreement. The Provider shall defend, as applicable, the District and the District Representatives with respect to any and each claim, demand, action, or other proceeding (each a "Proceeding") that by allegation or implication is within the scope of the Provider's indemnification obligations pursuant to this Section. Each such defense must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Provider, at no cost to the District or any of the District Representatives.

- 12.2. The District shall indemnify and hold harmless the Provider, the Providers Representatives, and each of them, with respect to any and all Liabilities that arise from any negligent act or omission, or any willful misconduct, of the District or any of the District Representatives in connection with this Agreement or the Providers Services. The District shall defend, as applicable, the Provider and the Providers Representatives with respect to any and each Proceeding that by allegation or implication is within the scope of the District's indemnification obligations pursuant to this Subsection 12.2. Each such defense must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the Provider, but selected and retained by the District, at no cost to the Provider or any of the Providers Representatives.
- 12.3. Comparative Liability. Notwithstanding the Subsections 12.1 and 12.2 herein, if each of the District and the Provider reasonably would to some extent be responsible for any particular Liability in accordance with Subsections 12.1 and 12.2 herein (i.e., the negligence or willful misconduct of both Parties, or others for whom they are responsible, are contributing factors), each Party shall be responsible for defending itself and its representatives in connection with the Liability, and the Parties shall be responsible and liable for such Liability on a comparative basis.
- 12.4. Insurance Not a Limitation on Liability. Neither Party's obligations pursuant to this Section 12 shall be deemed or construed to be: (i) conditioned upon, or in any manner limited by, any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any Party, person or entity of, or limited to the amount of, any insurance proceeds.
- 12.5. Interpretation. For avoidance of doubt and for all purposes of this Agreement: (i) a Party's obligation to indemnify another Party, person, or entity ("Indemnitee") means that the "indemnifying" Party shall compensate the Indemnitee for, or secure or protect the Indemnitee against, the harm, loss, damages, costs, expenses, and other liabilities as may be incurred by the Indemnitee, and such obligation shall not be limited solely to third-party claims; and (ii) a Party's obligation to hold harmless another Party, person, or entity ("Holdee") means that the "holding" Party shall not seek compensation from the Holdee for, or otherwise seek to make the Holdee responsible for, the harm, loss, damages, costs, expenses, and other liabilities incurred by the holding Party.
- 12.6. Survival. With respect to any and all acts, omissions, and incidents that occur prior to the termination of this Agreement, the Parties' respective rights and obligations pursuant to this Section shall survive termination of this Agreement.

13. Insurance:

- 13.1. Required Policies. Prior to commencing any of the Providers 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 Section ("Required Policies") as identified below.

	REQUIRED POLICIES	
	YES	NO
General Liability Insurance	<u>X</u>	<u> </u>
Business Auto Liability Insurance	<u>X</u>	<u> </u>
Abuse-Molestation Insurance	<u>X</u>	<u> </u>
Professional Liability Insurance	<u> </u>	<u>X</u>
Cyber Liability	<u> </u>	<u>X</u>
Workers' Compensation Insurance	<u>X</u>	<u> </u>

If indicated above, the following are applicable:

13.1.1. 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.

13.1.2. 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.

13.1.3. Abuse-Molestation Insurance. Provider must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. District must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that the Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

13.1.4. Professional Liability Insurance. A policy of professional liability insurance, with coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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: (i) the effective date of the coverage must be shown and must be prior to the date the Provider commences performance of the Providers Services; (ii) 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; (iii) if coverage is cancelled 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 (iv) upon request, a copy of any and all claims reporting requirements, for original and replacement policies, must be submitted to the District for review.

13.1.5. Cyber Liability. 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 cost as well as regulatory fines and penalties.

13.1.6. Workers' Compensation Insurance. To the extent any person acting on Provider's behalf in the performance of this Agreement is an employee of Provider, Provider shall procure and maintain a policy of workers' compensation insurance as required by California law ("Worker Compensation Policy"). 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.

13.2. Situs. Notwithstanding any choice-of-law, conflict-of-laws, or other provision of any federal, state or other law, each of the Providers insurance policies must be "situs" California, so that all interpretations and disputes, if any, shall be subject to and governed by California law, any and 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 Los Angeles, California.

13.3. 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 Providers 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.

13.4. Waiver of Subrogation. With respect to the District and the District Agents, the Provider, 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.

13.5. Provider 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 non-contributory.

14. Assignment: The Provider may not assign any of its rights pursuant to this Agreement or delegate any of its obligations pursuant to this Agreement absent the express written consent of the District, which consent the District may withhold, grant, or condition in its sole discretion.

15. Compliance with Applicable Laws: The Provider shall comply with any and all federal, state and local laws, rules, regulations, ordinances and other governmental requirements that are or in the future may become applicable to or in connection with this Agreement and/or the Providers Services.
16. Permits/Licenses: The Provider and, as applicable, each of its employees and agents shall secure and at all times during performance of the Providers Services shall maintain in effect any and all such certifications, permits, licenses and other authorizations as are required by law in connection with the performance of the Providers Services.
17. Entire Agreement/Order of Precedence: This Agreement sets forth the entire arrangement of the Parties with respect to the matters addressed in this Agreement, and this Agreement supersedes and replaces any and all prior and contemporaneous discussions, understandings and agreements with respect to such matters. This Agreement may be amended or otherwise modified, in each case, only by a written instrument duly approved, signed, and delivered by both Parties. This Agreement incorporates RFP 2025-26.RFP02, addenda to RFP 2025-26.RFP02 and the Provider's RFP submission.

Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- 17.1. Amendments to this Contract
- 17.2. This Contract
- 17.3. Addenda issued to RFP 2025-26.RFP02
- 17.4. RFP 2025-26.RFP02
- 17.5. Provider's final, accepted Proposal in response to the RFP

In case of conflict, the decision of the District in the matter shall be final.

18. Liquidated Damages: Provider acknowledges that the timely and reliable performance of tutors is essential to the operational needs of the District. The parties agree that it would be impractical and extremely difficult to determine the actual damages the District would incur in the event of a failure by the Provider to perform in accordance with the requirements of this Agreement.

Accordingly, the parties agree that in the event of a 'no-show' or late arrival, and as a reasonable estimate of the resulting damages to the District (and not as a penalty), the District may assess liquidated damages in the amount of seventy-five dollars (\$75.00) per occurrence per day for each 'no-show' and twenty-five dollars (\$25.00) per occurrence per day for each late arrival. For purposes of this Liquidated Damages section, a late arrival is defined as any individual arriving after the established arrival time but within thirty (30) minutes thereafter. Any arrival more than thirty (30) minutes late shall be deemed a no-show.

The District shall provide written notice to the Provider specifying the nature of the deficiency and the liquidated damages assessed. Payment of liquidated damages by the Provider shall not relieve it of its obligations under this Agreement or limit the District's right to terminate the Agreement for cause or pursue any other remedies available under law or equity.

19. Nondiscrimination and other Policies: In connection with this Agreement and the Providers Services, the Provider shall not discriminate against any person in violation of applicable federal, state, or local laws, including, without limitation, on the basis of the person's race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, genetic information, age, or military veteran status. Without limiting the foregoing, the Provider shall comply with all District policies and

administrative regulations applicable to the presence and/or activities in, on, or at any District school or other property, including, without limitation, prohibitions against weapons, alcohol, and tobacco.

20. District Ownership of Rights: The Provider hereby acknowledges that, because of the nature of the services to be performed by the Provider pursuant to this Agreement, the performance of those services may result in technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions (“Works”) being specifically created, prepared, written, or otherwise developed for the District in connection with this Agreement. All such Works, and any and all derivatives thereof, shall be deemed and construed to constitute works for hire, such that the District is the owner of the Works. In addition, the Provider hereby separately assigns to the District, effective upon full and final payment to the Provider pursuant to this Agreement and without limitation, any and all copyright, trademark, patent, use, and other rights the Consultant may have or obtain in the Works and any derivatives of the Works. The Provider consents to use of the Provider’s name in connection with the use, performance, sale, and/or distribution of some or all of the Works, for any purpose and in any medium.
21. Waiver: No waiver by a Party of any provision of this Agreement shall be binding or enforceable unless it is set forth in writing and has been duly approved and signed by the waiving Party. The failure of a Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. Notice: Each notice or demand given pursuant to this Agreement must be in writing and delivered by: (a) personal service; (b) registered or certified U.S. Mail, return receipt requested, and postage prepaid; (c) FedEx, UPS, or other reliable private delivery service, signature on delivery receipt required and delivery charges prepaid; or (d) electronic mail (i.e., email) transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twenty-four hours after transmission). Notices and demands shall be deemed to have been given or served only upon actual receipt by the recipient.
23. Severability: If a court of competent jurisdiction determines that any term, condition, or provision of this Agreement is invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. Attorney Fees/Costs: In connection with each and every claim, demand, action, and other proceeding that arises from this Agreement, each Party shall be responsible for paying its own attorneys’ fees and other legal costs and expenses, including, without limitation, collection expenses, expert witness fees, and court costs.
25. Governing Law: Notwithstanding any conflict-of-laws, choice of law, or other provision in any federal, state, or local law or other governmental requirement, this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Each and every claim, demand, action and other proceeding that arises from this Agreement shall be initiated and conducted only in an appropriate court of competent jurisdiction located in the County of Los Angeles, California.
26. Headings and Captions: The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Section or other provision.
27. Correct Legal Requirements Deemed Included: Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included.
28. No Third-Party Beneficiaries: The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other

proceeding by any third party.

- 29. Agreement is Public Record: Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with California law or otherwise.
- 30. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.
- 31. Due Authority: Each person who signed this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that he or she has been duly authorized by that Party to sign, and thereby bind the Party to, this Agreement.
- 32. Mandated Reporter: Under the California "Child Abuse and Neglect Reporting Act" (Penal Code §§11164 et seq.) statutory requirements designate certain individuals as "Mandated Reporters" requiring those individuals report to authorities suspected child abuse, neglect or exploitation. By executing this agreement, the Provider; including any of their employees, subProviders or agents, certifies that they understand all of the provisions of this code and will comply, if and when applicable. In addition to the legal reporting requirement, the Provider will inform the District when any such notification is made.

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Hacienda La Puente Unified School District

Signature

Name

Title

Date

Signature

Name

Title

Date

END OF DOCUMENT

SECTION 06

SCOPE OF WORK

The program currently maintains an average daily attendance of approximately 174 students, distributed across four (4) comprehensive high school campuses and one (1) alternative high school.

School	2025/26 Enrollment
La Puente High School	751
Los Altos High School	1,594
Glen A. Wilson High School	1,539
William Workman High School	687
Valley Alternative High School	73
TOTAL	4,644

Estimated Participation:

School	Estimated Participants
La Puente High School	40
Los Altos High School	80
Glen A. Wilson High School	80
William Workman High School	40
Valley Alternative High School	10
TOTAL	250

PROGRAM REQUIREMENTS

- Services will be provided for a minimum of 90 minutes per day, 100 school days (approximately 4 days per week) during the regular academic year, beginning in early August and ending in mid-May. For reference, the start and end dates for the 2025–26 and 2026–27 academic years are listed below.

<u>Academic Year 2025–26</u>		<u>Academic Year 2026-27</u>	
First Day of School:	August 6, 2025	First Day of School:	August 5, 2026
Last Day of School:	May 21, 2026	Last Day of School:	May 20, 2027

Prior to the start of work—or, in the case of contract extensions, the applicable school year—the Provider and the District will collaborate to determine the specific days on which services will be provided. The final decision will be at the sole discretion of the District.

- Provider shall require Students to sign in and out, Provider shall keep daily attendance logs and engagement/time reports and provide those reports to the District’s DRIve Director, or their designee, on a weekly basis. The District’s DRIve department will monitor program effectiveness on student achievement.
- Although **not a requirement**, ***IF*** the Provider offers snack or food as part of their program to students, the Provider **must** ensure that all food handling, storage, and service comply with local, state, and federal food safety laws. Providers must implement procedures to minimize the risk of allergic reactions, including but not limited to peanut, tree nut, dairy, egg, gluten, and other common allergens. Providers are expected to:
 - Inquire about and honor student-specific dietary restrictions communicated by the District or school site
 - Clearly label all food items with ingredient and allergen information
 - Avoid cross-contamination through proper food handling and preparation protocols
 - Comply with any site-specific food allergy policies or “nut-free” requirements

If applicable, Provider should include this information and their food safety procedures in their RFP response.

PROGRAM PREFERENCES

- The Provider is highly encouraged to keep low tutor to student ratios and have the flexibility to adapt to changing situations.
- The District favors Providers that have staff that are qualified and prepared to address the unique learning needs of and implement best practice strategies to accommodate students with disabilities. Providers with staff capable of providing specialized services may receive greater points in the evaluation process.
- The District values providers with the capacity to deliver services in multiple languages, particularly those commonly spoken within the school community, such as Spanish, Mandarin, and Korean.
- The Provider is highly encouraged to collect and provide student, parent, and staff satisfaction data using their own survey instrument.
- The District prefers Providers that have the capacity to maintain low tutor to students ratios, ideally a 20 to 1 tutor to student ratio.
- The Provider is encouraged to supply or have available supplementary learning materials for students, if offered as part of your program this should be included in your RFP response. These materials will be at the Providers sole cost and expense, these can be included as an “add-on” in the pricing sheet.

PROGRAM VISION

Program Vision, Outcomes, Design, & Activities

- Measurable goals aligned with youth development, academics, and community needs
- Weekly monitoring and communication to track outcomes (e.g., academics, behavior, SEL, attendance)
- Curriculum alignment with school and state standards and embedded evidence-based practices
- Includes homework help, tutoring, goal setting, and study skills to support academic growth and student success
- A balanced mixture of academic enrichment (e.g., homework help, STEM, literacy), recreational, arts, and social-emotional learning activities
- Structured, engaging activities that promote autonomy, leadership, and positive peer/adult relationships
- Safe, supportive, and inclusive environment that fosters youth belonging and growth
- Incorporation of student voice and interests into programming, including gaming-style learning to boost engagement and motivation

Evaluation and Continuous Improvement

- Built-in evaluation framework with defined metrics and data collection methods to measure progress toward goals
- Ongoing assessment using data to guide decisions and incorporate stakeholder feedback
- Goal tracking supported by grade-level progress reports and validated tools to measure academic and social-emotional outcomes
- Commitment to regular program assessment, data-driven decision making, and continuous improvement
- Use of student, staff, and parent feedback surveys to inform program enhancements and ensure alignment with community needs

Program Leadership and Staffing Quality

- Experienced, qualified program leadership with demonstrated capacity in youth development and program management
- Staff qualifications aligned with program needs, including subject matter competency, adolescent development, safety, and educational support
- Training in trauma-informed practices to support the social-emotional well-being of all students
- Low child-to-staff ratios ensuring adequate supervision and personalized engagement

- Staff development plans include ongoing professional learning, coaching, and evaluation to ensure continuous growth and program quality

Compliance with Licensing and Safety Regulations

- Compliance with licensing requirements (e.g., ratios, food safety, sign-in/out)
- Risk management including insurance, child protection, and emergency plans
- Clear health and safety policies, including behavior and incident reporting

Community and School Partnerships

- Active collaboration with the school day staff, administrators, and other community agencies to coordinate resources and align efforts
- Partnerships for mentoring, service learning, and expanded learning opportunities
- Plans for family engagement and regular communication with stakeholders

Accessibility and Inclusivity

- Strategies and qualified personnel to ensure accessibility for diverse student populations, including—but not limited to—students with disabilities, those with linguistic needs, and students from underserved backgrounds
- Attention to cultural responsiveness and promotion of equity

Logistics and Operations

- Clear organizational structure, enrollment protocols, and sustainability plans
- Student requirements include consistent attendance and time monitoring to support engagement and program effectiveness
- All staff must be fingerprinted and background checked to ensure student safety and compliance with district and state regulations

END OF DOCUMENT

SECTION 07

FIRM INFORMATION & CERTIFICATION

Contractor's company name:			
Address:			
Telephone:			
Contact person's name:			
Mobile telephone:			
E-mail:			
Years in business under current company name:			
Gross revenue of the Firm for the past three (3) years:			
\$	Year _____	\$	Year _____

Indicate the form of Contractor's firm (type of business entity):

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Corporation, State: _____	
<input type="checkbox"/> Other: _____	

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

RFP ADDENDA ACKNOWLEDGEMENT. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

_____ Or check here if **No** addenda were issued.

Continues on next page

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that I am duly authorized to bind the company named herein, and further certify that all of the contents contained in this RFP submission are true and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT

SECTION 08

PROVIDER / FIRM REFERENCES

List **six (6) to eight (8)** clients for which your Firm has worked during the past **five (5) years** with an annual contract value of more than **\$25,000**. The District will use the information provided by the references to assess your firm's ability to provide the services outlined in the scope of work and the information you provide as part of Section 10.

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Continues on next page

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

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Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Contract Value:

END OF DOCUMENT

SECTION 09

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ [PRINT YOUR TITLE]

of _____ [PRINT FIRM NAME],

the party making the foregoing Proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Proposer: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT

SECTION 10

STATEMENT OF QUALIFICATIONS & PROGRAM PLAN

Proposers must submit a comprehensive narrative response that clearly details their qualifications, relevant experience, and organizational capacity to successfully deliver the requested services in the scope of work. The proposal should outline the proposer's plan for meeting all of the District's program requirements, as well as how their approach aligns with the District's educational goals, student needs, and overall vision. In addition to demonstrating the ability to meet required services, proposers are encouraged to address how they can support or enhance the District's program preferences and value-added components.

Proposers must also disclose any current or past litigation involving the organization within the past five (5) years, including the nature and status of each case. Additionally, respondents must identify any known or potential compliance concerns, and should include any requested modifications, objections, or desired changes to the sample contract provided in this RFP. Failure to address these items may result in disqualification or reduced scoring during evaluation.

END OF DOCUMENT

SECTION 11

PRICING SHEET

HLPUSD TUTORING SERVICES	
Base Program: Yearly Cost	\$

If the Provider offers any additional services the District in their sole discretion may elect to “add-on” to the Base Program. Providers can include any supplemental, additional add-on services that they provide in this section here. If the Provider elects to include a narrative on any add-on services in their RFP response, they should do so in a separate section clearly indicating that the services are “add-ons” and not included in their Base program.

ADD-ON SERVICES

Description	Cost

In the event that the District contracts for a duration less than a full year the contract total will reflect a prorated amount of the Provider’s yearly cost.

END OF DOCUMENT

SECTION 12

CERTIFICATIONS TO BE COMPLETED BY PROVIDOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Provider,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Provider and that by executing this Agreement undersigned is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every Provider will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Labor Code Section 6401.9 (Workplace Violence Prevention). I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

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

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the Provider or grantee thereunder may be subject to

debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The Provider or grantee has made a false certification under Section 8355.
- (2) The Provider or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractor, or my firm’s subcontractor’ employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, “vaping” or similar product uses on District sites.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE PROVIDER TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Provider: _____

Signature: _____

By: _____ (Print Name)

Title: _____

Continues on next page

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Provider, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Provider; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Provider has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Provider has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Provider’s employees and all of its subcontractor’s employees who interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Provider shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Provider’s employees and of all of its subcontractor’s employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Provider has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Provider’s employees and District pupils at all times; and/or

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Provider certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Provider who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Provider's employees and its subcontractor ' employees is:

Name: _____ Title: _____

Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Provider that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Provider’s responsibility for background clearance extends to all of its employees, subcontractor, and employees of subcontractor coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Providers of the Provider.

Date: _____

Proper Name of Provider: _____

Signature: _____

By: _____ (Print Name)

Title: _____

ISSUANCE OF DISTRICT KEYS

The undersigned hereby certifies to the District that, if the Provider is issued District keys during the course of performing services under contract, the Provider will be required to sign a key check-out form. This form will state that the Provider shall be financially liable to the District for the cost of re-keying any affected location in the event that keys are lost, stolen, or duplicated.

Date: _____

Proper Name of Provider: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT