

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



RFP No. 25-10-01

REQUEST FOR STATEMENTS  
OF QUALIFICATIONS AND  
PROPOSALS FOR:  
Extended Learning Opportunities Program  
Junior Medical Academy

**Bakersfield City School District**  
**David West, Director of Purchasing**  
**1300 Baker Street**  
**Bakersfield, CA 93305**

REQUEST FOR STATEMENTS OF QUALIFICATION AND PROPOSALS  
FOR EXTENDED LEARNING OPPORTUNITIES -Junior Medical Academy

I. NOTICE OF RFP

Notice is hereby given that the Bakersfield City School District, located in Bakersfield, California (“District”) is requesting Statements of Qualifications and Proposals from qualified firms to provide Junior Medical Academy Services for 6th-8th grade students, including English Learners (“EL” students) and Special Education at middle and junior high schools. The District intends to select one firm that can meet or exceed the needs and requirements specified herein. Although firms are not required to propose services for all grades and students, the District wants to understand your firm’s full offering. If you are equipped to serve all grades and EL students and have successfully provided such programs for school districts of similar size and student population, please describe this in your proposal. If you specialize in specific areas (i.e. junior high, Special Education, or English Learners), please indicate this. Qualified respondents are invited to submit their proposal in a sealed envelope no later than 11:00 a.m. on Thursday, October 23, 2025, to the following address:

**Bakersfield City School District**  
**RFP: District ELOP Junior Medical Academy**  
**Attn: David West, Director, Purchasing**  
**1300 Baker St.**  
**Bakersfield, CA 93305**

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

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

## **II. GENERAL INSTRUCTIONS and REQUIRED INFORMATION**

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

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

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

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

4. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number. Questions regarding this RFP may be submitted by email no later than 10:00 a.m., October 14, 2025 the following email address: [westd@bczd.com](mailto:westd@bczd.com). If applicable, an Addendum with summary Q&A will be posted to the District website by October 17, 2025, at the following link: <https://www.bcsd.com/Page/435>

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

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

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

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

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

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

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

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

11. HOLD HARMLESS CLAUSE: The Contractor shall hold harmless and indemnify the District and the Board of Education, its officers and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

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

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

d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

12. INVOICE AND PAYMENTS:

All invoices must be sent to the following address below:

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

All invoices submitted for payment must include the District Purchase Order (P.O.) Number and be under the same firm name as shown on the P.O./Contract. Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

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

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

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

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

17. PRICING: All pricing quoted herein shall remain firm through June 30, 2026. Price increases may not exceed the 5% aggregate annually after the initial year. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the market and/or submission of documents from the manufacturer. At no time shall an increase exceed five (5) percent. In the event that the market conditions change resulting in a price decrease, it is expected that the successful bidder shall pass those savings onto the District.

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

19. FEDERAL CERTIFICATIONS: Proposer agrees to comply with, and be bound by, and assist the District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires the bidder to provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the Projected States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel and for manufactured products composed in whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).

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

### **III. SPECIAL CONDITIONS**

1. **AWARD OF CONTRACT**: The Bakersfield City School District realizes that the various Proposers for ELOP Junior Medical Academy Services may differ considerably in concept, design, structure and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible proposer whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness/responsibility of the proposer will be determined by an evaluation that the vendor is:

- a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and
- b. Financially responsible to complete the project as proposed.

2. **ADDENDA OR BULLETINS**: Any addenda or bulletins issued by the District during the time of bidding shall become a part of the bid and contract documents. Addenda or bulletins must be signed by the contractor and included in RFP response.

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

4. **AWARD OF RFP**: After the initial contract period of 3 years, the contract may be subject to two (2) additional twelve (12) month extensions, for a maximum of five (5) year's total. Extensions are contingent upon written mutual consent of the District and the Contractor. Any request for extension must be requested by the Contractor in writing no later than sixty (60) days prior to the expiration date of the existing agreement. The District, at any time, may terminate the agreement with the vendor with or without cause.

5. **STAFFING RESTRICTIONS**: The District has the right to request removal of a Contractor employee at any time and for any reason. The Contractor shall immediately comply, and shall not reassign that employee to the District under any circumstances. It is understood that the removal from the District in no way affects the employment status of that employee with the Contractor. If the Contractor removes or reassigns an employee from the District to another location under normal circumstances, the Contractor shall apprise the District of this removal prior to its taking place. If the Contractor removes an employee from the District without prior notice, due to unacceptable job performance, the District is to be advised of the full particulars on the next normal business day. If this occurs during normal business hours, the District is to be advised immediately.

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

7. PROPOSER QUALIFICATIONS: In order to fulfill the necessary qualifications for providing the District with ELOP Junior Medical Academy the proposer shall affirm that:

A. Proposer's employees are U.S. Citizens or with proper work authorization at least eighteen (18) years of age with no prior felony convictions (per Ed. Code §§44009, 44010 and 44011).

B. The proposer is currently servicing a California school district and shall have done so in each of the past five (5) years, three (3) years of which include servicing a school district of 20,000+ ADA, or a combination of an elementary and a high school district totaling 20,000+ ADA.

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

The Bakersfield City School District ("District") is a TK-8 public school district located in east Bakersfield with a 2025-26 enrollment of approx. 29,000 students. The District has eleven jr. high/middle schools. A list of all District schools can be found on the District website: [Jr. High / Middle Schools](#). 90% of District students are currently eligible for Federal Free and Reduced price meals.

## **V. SCOPE OF SERVICES**

### **A. ELOP AFTERSCHOOL JUNIOR MEDICAL ACADEMY**

The Bakersfield City School District (BCSD) is requesting proposals from qualified organizations to serve as an Expanded Learning Opportunities Program (ELOP) provider to independently design, plan, administer, and operate high-quality Junior Medical Academy Services. The Junior Medical Academy lessons will focus on students across eleven (11) middle/junior high schools for approximately 90 minutes on identified days. Expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate learning activities in the regular school day and school year. Contracts will be awarded, at the District's option, for a term of three years with two 1-year renewable options for a total length of up to five years.

Following the selection of a vendor(s), Board approval of contracts, TB clearance, and fingerprint clearance through the FBI and DOJ.

Below is a description of the District's needs and requirements. The District wants to understand your firm's full offering and fairly evaluate all proposals. If you can serve grades 6-8 and serve EL and Special Education students, and have successfully provided such programs for school districts of similar size and student population, please describe this in your proposal and include references/points of contact. In your proposal, please clearly identify the services you will be providing, and discuss how your firm will meet or exceed the District's expectations:

### **ELOP JUNIOR MEDICAL ACADEMY PROGRAM SERVICES DESCRIPTION, NEEDS AND REQUIREMENTS:**

- District is in need of ELOP Junior Medical Academy services for grades: 6-8
- The goal of the program is:
  - To increase exposure in healthcare fields allowing students to better transition into higher education and future job opportunities
  - To increase exposure to STEM fields
  - To increase the number of local students participating in the Healthcare Pathways programs and continuing into secondary programs
  - To streamline the opportunity for students to explore careers within the healthcare field.
  - To increase leadership experience
- Program will consist of the following:
  - All lesson plans and activities are tailored for age appropriateness.
  - Activities will be held after school on the 11 middle school/jr. High school campus for a maximum of 20 students.
  - Activities will be held twice a week for 6 weeks in the fall and spring semesters.

- Year 1:
  - 5 middle/jr. High schools beginning the week of January 5, 2026- February 13, 2026
  - 6 middle/jr. High schools beginning the week of April 6, 2026- May 15, 2026
- Year 2 & 3:
  - Two 6-week sessions in the fall
  - Two 6-week sessions in the spring
- Each activity will be approximately 1.5 hours in length. Vendor will provide students with a workbook to complete the activities as well as a set of medical terminology flash cards for each lesson.
- Each lesson explores the healthcare career being highlighted during the lesson and allows students to better understand salaries, education requirements, and key functions of the job.
- Students who attend will receive a certificate of completion.
- Vendor will provide all students with a stethoscope, scrub top, and drawstring bag to hold materials as part of the program.
- A work-based learning field trip will take place with each school site's participants being transported to a healthcare facility to better understand the career opportunities within their own communities.
- Vendor will collaborate with the Extended Learning Program to coordinate transportation for the field trip and will be provided by the District.
- A culminating event will take place at each school site for the students to showcase what they have learned with school administrators and parents invited to engage with their students and show support in this learning opportunity.
- Areas of Study:
 

■ Anatomy	■ Nervous System
■ Circulatory System	■ Respiratory System
■ Clinical Laboratory Science	■ Skeletal System
■ First Responders	■ Surgery Skills
■ Medical Terminology	■ Vital Signs
■ Muscular System	
- Vendor will work with school site administrators and staff to recruit students for the program.
- Vendor will provide signage and/or banners to spark interest in the program and recruit students.
- Curriculum shall be subject to review and approval by district staff.
- All staff will be trained as mandated reporters for suspected child abuse.
- Staff will report any concerns related to abuse, self-injury, bullying, and suicidal ideation to designated district personnel.
- Invoices must include the number of students served based on daily attendance. Payment will only be made after services have been rendered.
- Vendor will provide all materials for student use.

## **VI. PROPOSAL CONTENTS**

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

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

- A. Please identify the grades/students your firm proposes to serve. Please describe how your program will meet or exceed the objectives of the District described in Sec. V above *(1-2 pages max)*
- B. Please discuss your firm's experience in the creation and implementation of a successful, high-quality Junior Medical Academy. *(2 page max)*
- C. Provide a list of public-school districts that you currently serve, or have served, with such programs within the last three years. Please include the names and email addresses of your contacts/references *(1-2 pages)*.
- D. Please provide information on how you recruit staff, minimum requirements, and provide a detailed description of the training they are provided. Minimum staff requirements: H.S. Diploma or equivalent, A.A./A.S. Degree or 45 college units or capability of passing required knowledge test, excellent verbal communication skills, medical career experience preferred, teaching or classroom experience, ability to engage student. Please also discuss how you manage your staff throughout the duration of the program, including communication with the school, the District, timekeeping and absences. *(2 pages)*.
- E. COST PROPOSAL: Please provide a detailed budget, for each 6-week cohort and a breakdown of those rates (i.e., the amount going to salaries, materials, overhead, etc.) *(2 pages)*. *The Districts intent is to be invoiced for services at the end of each 6-week session.*
- F. Please feel free to include any other relevant information, experience, or skills which increase the value of your firm's offering and services. *(Max. 1 page)*
- G. Please provide evidence of liability insurance coverage of at least \$2 Million Dollars.
- H. Please complete, sign and return the District-Required Forms included in RFP.

**VII. PROPOSAL DEADLINE – October 23, 2025, 11:00 a.m.**

Proposals must be received by the District no later than 11:00 a.m. Thursday, October 23, 2025. Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline. Late proposals will not be accepted and will be returned unopened.

Submit three signed proposals, in a sealed envelope, by regular or express delivery to the address below:

Bakersfield City School District  
Attn: David West  
JUNIOR MEDICAL ACADEMY SERVICES  
1300 Baker St  
Bakersfield, CA 93305

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

To be deemed “Responsive”, proposals must be received by the deadline, include the District-required forms, and address all requirements of this RFP. Responsive proposals will be scored by a District panel using the following criteria:

- ❖ Demonstrated understanding of, and responsiveness to, the RFP.  
*15 points*
- ❖ Ability to meet and/or exceed the needs of the District as identified in this RFP.  
*15 points*
- ❖ Personnel: qualifications, leadership, recruitment, training programs.  
*15 points*
- ❖ Past experience and demonstrated success in providing extended learning opportunities to school districts of comparable size and needs  
*10 points*
- ❖ Cost of Proposal  
*45 points*

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

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

The decision of the District panel and Board will be final. November 18, 2025 is the target date for completion of the selection process and award of contract(s) by the Bakersfield City School District Board of Education.

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



**BAKERSFIELD CITY SCHOOL DISTRICT**  
**ELOP JUNIOR MEDICAL ACADEMY**  
**PROGRAM RFP #25-10-01**  
**Non-Collusion Declaration**

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

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

Of \_\_\_\_\_  
 (Company Name)

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

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

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

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Typed Name)

And that this declaration is executed on \_\_\_\_\_ at \_\_\_\_\_,  
 (Date) (City/State)



# BAKERSFIELD CITY SCHOOL DISTRICT

## Fingerprinting and the DOJ Background Clearance Certification

Proposal: Junior Medical Academy RFP No. 25-10-01

Pursuant to California Education Code Section 45125.1, all contractors providing services that may result in contact with students are required to ensure that any employees who will have such contact submit fingerprints to the California Department of Justice (DOJ) and receive clearance prior to beginning work.

By signing below, the undersigned acknowledges and certifies that:

1. The vendor will comply with the fingerprinting and background check requirements of Education Code Section 45125.1;
2. No employee of the vendor who may come into contact with students has been convicted of a felony or violent or serious felony as defined under California law;
3. DOJ clearance records for all such employees are available upon request by the District.

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

**Authorized Representative:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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



# BAKERSFIELD CITY SCHOOL DISTRICT

## Conflict of Interest Disclosure Statement

### Proposal: Junior Medical Academy RFP No. 25-10-01

Pursuant to federal and state procurement standards, vendors must disclose any actual, potential, or perceived conflicts of interest. A conflict of interest may include relationships with District employees, Board members, or any financial interest that may impair objectivity in carrying out a contract.

By signing below, the undersigned certifies that:

1. They have no current or prior employment, familial, or financial relationships with BCSD staff, Board members, or their immediate family members that could be perceived as a conflict of interest;
2. If such a relationship exists or arises, they will disclose it immediately in writing to the Director of Purchasing;
3. They will comply with all applicable conflict of interest statutes and regulations.

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

**Authorized Representative:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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



# BAKERSFIELD CITY SCHOOL DISTRICT

Department of Stores and Purchasing

## DRUG-FREE WORKPLACE CERTIFICATION

### Junior Medical Academy Program RFP No. 25-10-01 OWNER: BCSD

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and the following sections, and 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 that 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 work on the Project 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 substances 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 Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded 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 and the following sections.

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative (print): \_\_\_\_\_ Signature: \_\_\_\_\_

# FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase of goods and services.

## PROPOSER/VENDOR CERTIFICATION FORMS

*REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS -  
APPENDIX II TO 2 CFR PART 200*

**The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) *Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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. 908, 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.*

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? **YES**, \_\_\_\_\_ Initials of Authorized Representative of Vendor

(B) *Termination for cause and for convenience by the grantee or subgrantee, including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if in its sole discretion it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted, and goods accepted by any member district as of the termination date if the contract is terminated for the convenience of the NCEPC.

Does the vendor agree to abide by the above? **YES**, \_\_\_\_\_ Initials of Authorized Representative of Vendor

(C) *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 non-Federal 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).*

Pursuant to Federal Rule (C) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does the vendor agree? **YES**, \_\_\_\_\_ Initials of Authorized Representative of Vendor

(D) *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 government wide 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 contain 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.**

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule

(D) above.

Does the vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

*(E) 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 non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Does the vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision

(b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 - EXEMPTION**

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

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

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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS 2 CFR § 200.333**

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that the vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree? **YES**, \_\_\_\_\_ Initials of Authorized Representative of Vendor

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*CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT*

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When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act {42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does the vendor agree? **YES**, \_\_\_\_\_ Initials of Authorized Representative of Vendor

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*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: \_\_\_\_\_

Is the company registered on SAM.gov? Yes \_\_\_\_\_ No \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

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

Printed Name/Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**Must be completed and returned with the Bid**

## **APPENDIX 2**

### **Bakersfield City School District Middle and Junior High Schools**

#### CATO MIDDLE 6-8

4115 Vineland Rd. 93306

#### CHIPMAN JUNIOR HIGH 7-8

2905 Eissler St. 93306

#### COMPTON JUNIOR HIGH 7-8

3211 Pico Ave. 93306

#### CURRAN MIDDLE 6-8

1116 Lymric Way 93309

#### DOWNTOWN 6-8

2021 M Street 93301

#### EMERSON MIDDLE 6-8

801 Fourth St. 93304

#### LINCOLN JUNIOR HIGH 7-8

800 Chico St. 93305

#### SEQUOI JUNIOR HIGH 7-8

900 Belle Terrace 93304

#### SIERRA MIDDLE 6-8

3017 Center St. 93306

#### STIERN MIDDLE 6-8

2551 Morning Dr. 93306

#### WASHINGTON MIDDLE 6-8

1101 Noble Ave. 93305