



BID #25/26-05

ELO-P SERVICES

BID DEADLINE

**Tuesday, May 19, 2026
2:00 p.m.**

BID OPENING:

**DISTRICT OFFICE BUILDING (BOARD ROOM)
31400 SOUTH KOSTER ROAD, TRACY, CA 95304**

**Don Patzer, Executive Director – Educational Services
dpatzer@njes.org 209-830-6363 x. 2391**

ELO-P SERVICES

**BID #25/26-05
BID DOCUMENT**

BID DUE DATE: Tuesday, 05/19/2026

BID DUE TIME: 2:00 p.m.

**NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT
31400 SOUTH KOSTER ROAD
TRACY, CA 95304**

Pursuant to the Notice Inviting Bids and in compliance with the Bid Conditions, the Bid Form, and having reviewed all documents, Bidder hereby proposes to furnish all materials, equipment and services necessary for delivery of materials/services being bid, and in accordance with any Addenda issued at the time of bidding, if any, now on file with the District Office Purchasing Department at 31400 South Koster Road, Tracy, CA 95304.

Return the entire Bid Document properly completed in sealed envelope with BID #25/26-05 ELO-P Services clearly noted on outside of envelope on or before Bid Due Date, Tuesday, May 19, 2026, 2:00 p.m. to New Jerusalem Elementary School District.

Mailing Address:

**Attn: Don Patzer, Executive Director – Educational Services
31400 South Koster Road
Tracy, CA 95304**

**NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT
31400 SOUTH KOSTER ROAD
TRACY, CA 95304
(209) 740-4699**

ELO-P SERVICES

The New Jerusalem Elementary School District is requesting bids for the above-mentioned services pursuant to the bid conditions and stipulations included in the attached agreement form. No specific level of usage is guaranteed. For informational purposes, total annual District expenditures for this type of service are expected to exceed \$119,100.

BID CONDITIONS

The District reserves the right to reject any bid or cancel this bid at any time with written notice.

NAME OF FIRM: _____
ADDRESS OF FIRM: _____
TELEPHONE NUMBER: _____
BID AMOUNT: _____

I hereby certify that the price quotes included in the attached agreement form represent an authorized offer on behalf of my firm; and, that I have read and understand all of the District's bid conditions and contract provisions as evidenced by my signature below and on the attached agreement form incorporated in and hereby made a part of the bid documents:

NAME/TITLE: _____

(Print or Type)
SIGNED: _____ DATE: _____

Special Note: Questions, if any, are to be directed to Don Patzer, (209) 830-6363 x. 2391

SCOPE OF WORK & CORE REQUIREMENTS

Applicants must maintain full compliance with all state (CDE and Education Code) and local health regulations. Operational mandates include:

- **Instructional Days:** Consistent staffing and operation of after-school programming until 6:00 PM daily.
- **Non-Instructional Days:** Provision of 9-hour daily programming (8:00 AM – 5:00 PM) during 30 non-instructional days, including summer and seasonal intersessions, at the request of NJESD.

All programming must consist of two essential elements:

- Educational and Literacy Element: Tutoring or homework assistance in core subjects, including language arts, mathematics, history and social science, or science. Including but not limited to NJESD-aligned curriculum and initiatives.
- Educational Enrichment Element: Engaging opportunities such as fine arts, sports, recreation, technology, and STEAM enrichment activities.

Providers serving Transitional Kindergarten (TK) and Kindergarten must provide developmentally appropriate program activities and emphasize play-based program activities.

Operational Requirements

Providers are responsible for maintaining a safe staffing model where all staff members supervising students meet the minimum qualifications for ELO-P per CDE mandates. Mandatory student-to-staff ratios are:

- 1st – 8th Grade Students: No more than 20:1.
- TK/K Students: No more than 10:1.

NJESD EXPECTATIONS

Proposers must demonstrate a proven track record and the operational capacity to meet the following requirements:

- Effectively manage and oversee services across multiple NJESD sites.
- Assign one Full-Time (FT) Site Manager per location.
- Ensure staff are trained in First Aid and CPR certification and able to administer emergency medications, including inhalers, EpiPens, and nasal medications.
- Ensure staff are trained in approaches for working with students with diverse needs.
- Programs must notify NJESD Administration in writing by the next business day regarding any health- or safety-related incidents or criminal background issues.
- Programs employ a diversified funding model. This includes the capacity to offer parent-paid slots at the district's request, alongside a flexible fee structure featuring sliding scales.

GENERAL TERMS

Termination & Funding: The District may terminate any agreements with **15 days' written notice** due to poor service quality or a **non-appropriation of funds**. In the event that sufficient funds are not budgeted or otherwise available to the District for payments under this contract, the District shall have the right to terminate the contract without penalty.

Legal, Insurance, and Confidentiality

Insurance and Indemnification: Upon award, the Provider must furnish proof of Comprehensive General Liability and Workers' Compensation Insurance meeting NJESD **minimum limits, naming the NJESD as an additional insured.** The Provider shall defend, indemnify, and hold harmless the New Jerusalem Elementary School (NJESD) from all claims arising from the Provider's performance.

It is important to ensure that any agreement, contract, or facility use request includes detailed information, an agenda, or a scope of work to meet the District's insurance requirements accurately. This notice is provided as a reminder that your agreement requires that you procure and maintain certain insurance in effect and provide proof satisfactory to the District of the required insurance, including a certificate of insurance and any required endorsements:

1. Certificate of Liability Insurance (ACORD 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:

New Jerusalem Elementary School District
Attn: Business Services Department
31400 S Koster Road
Tracy, CA 95304
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required.
 - c. 30-day written Notice of Cancellation is required.
 - d. Proof of Workers' Compensation (waiver of subrogation as to the required insurance).
 - e. Proof of Professional Liability, if applicable, indicating Sexual Abuse & Molestation Coverage with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required.
2. Additional Insured Endorsement (Form Number CG 2026) - Additional Insured – Owners, Lessees or Contractors, Scheduled Person or Organization, or its direct equivalent must accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:

New Jerusalem Elementary School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insureds with respect to Liability.
 - b. Coverage shall be Primary and Non-Contributory with respect to general liability.
 - c. Waiver of subrogation for workers' compensation shall be included if the vendor has employees.
 - d. Additional insured endorsements MUST indicate the effective date, policy number, and insurance carrier's name.

If you have any questions, please call Business Services at 209-740-4699, extension 2374.

Criminal Background Investigation/Fingerprinting Certification

Contractor must comply with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the NJESD, or acting as independent contractors of the Contractor, who may have contact with NJESD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with NJESD pupils during the course and scope of the Agreement must be provided upon execution of the contract.

Contractor further agrees and acknowledges that if at any time during the Term of Agreement the Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify the NJESD 's Director of Human Resources and prohibit any new personnel from having any contact with NJESD pupils until the fingerprinting and background check requirements have been satisfied and NJESD determines whether any such contact is permissible. The Parties further understand and agree that the NJESD 's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Contractor's employees performing services under this Agreement, when in the reasonable discretion of the Superintendent, it is inappropriate for Contractor's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.

TB Testing Requirements

Contractor must comply with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with NJESD pupils in the course of providing services pursuant to the Agreement. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with NJESD pupils during the course and scope of the Agreement must be provided upon execution of the contract.