# San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

# RFP NO. 26.27.0485
# P.E. & WELLNESS SUPPORT PROGRAM

**PROPOSAL DEADLINE:**

**WEDNESDAY, SEPTEMBER 9, 2026, at 2:00 P.M.**

**PLEASE SUBMIT PROPOSALS TO:**
San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

*No Faxed or Emailed submissions will be accepted.*

# REQUEST FOR PROPOSALS (RFP)

**RFP NO. 26.27.0485**
**P.E. & WELLNESS SUPPORT PROGRAM**

**PROPOSAL DEADLINE:** Wednesday, September 9, 2026, at 2:00 P.M.

**SUBMIT PROPOSALS TO:** San Bernardino County Superintendent of Schools
Attn: Procurement Services
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is seeking proposals from qualified vendors to provide a comprehensive P.E. & Wellness Support Program for students enrolled in SUPERINTENDENT Alternative Education programs at designated school sites throughout San Bernardino County.

The selected VENDOR will provide structured physical education and wellness programming that promotes healthy lifestyles, physical fitness, social-emotional development, leadership, teamwork, and positive youth development through engaging, developmentally appropriate activities. Services will be delivered by qualified personnel working collaboratively with site administrators and school staff to encourage student participation, support positive behavior, strengthen students' connection to school, and promote a safe, inclusive, and supportive learning environment.

All proposals must be sealed and submitted to the Front Desk Receptionist, San Bernardino County Superintendent of Schools, Attn: Procurement Services, 760 East Brier Drive, San Bernardino, California 92408. Sealed proposal envelopes shall be clearly labeled on the outside in the lower left-hand corner with the VENDOR's company name and the following statement: "**RFP ENCLOSED: RFP NO. 26.27.0485 – P.E. & WELLNESS SUPPORT PROGRAM**."

It is the sole responsibility of the proposer to ensure its proposal is received by the Front Desk Receptionist no later than the proposal deadline, where it will be date and time stamped. Proposals received after the deadline will not be accepted. Proposals shall remain open, valid, and subject to acceptance for ninety (90) calendar days following the proposal opening.

RFP documents, addenda, and other procurement information may be obtained from the San Bernardino County Superintendent of Schools Procurement Services webpage: https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming

Any questions regarding the proposal should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net no later than 2:00 pm on August 25, 2026. Responses to questions and any resulting addenda will be posted on the SUPERINTENDENT Procurement Services webpage. It is the sole responsibility of each proposer to periodically check the Procurement Services webpage for any addenda or other updates issued prior to the proposal due date. Failure to acknowledge receipt of all issued addenda may result in the proposal being deemed non-responsive.

**NO UNSEALED, FAXED OR EMAILED SUBMISSIONS WILL BE ACCEPTED.**

Sincerely,

*Maria Aldaco*
Maria Aldaco, Procurement Specialist
Procurement Services

# CALENDAR OF EVENTS

## RFP NO. 26.27.0485
## P.E. & WELLNESS SUPPORT PROGRAM

| Event | Details | Date | Time (PST) |
|---|---|---|---|
| 1st Publication | The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools | August 13, 2026 | |
| 2nd Publication | The Sun Newspaper SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools | August 20, 2026 | |
| Last day to submit RFI/ Questions for Clarification or Explanations | E-mail to: Bids@sbcss.net | August 25, 2026 | **2:00 P.M.** |
| Response to RFI/Questions for Clarification | Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools | August 31, 2026 | |
| **PROPOSALS DUE** | San Bernardino County Superintendent of Schools<br>Attn: Procurement Services<br>760 East Brier Drive<br>San Bernardino, CA 92408 | **Wednesday, September 9, 2026** | **NO LATER THAN 2:00 P.M.** |
| Evaluations | | September 10-16, 2026 | |
| Letter of Intent *(Tentative)* | | September 17, 2026 | |

# 1. OVERVIEW

The San Bernardino County Superintendent of Schools ("SUPERINTENDENT") is seeking proposals from qualified VENDORS to provide a comprehensive Physical Education and Wellness Support Program for students enrolled in SUPERINTENDENT Alternative Education programs located throughout San Bernardino County. The purpose of this program is to promote physical wellness, healthy lifestyles, positive youth development, and social-emotional growth through engaging, structured, and developmentally appropriate physical education and wellness activities. Services shall supplement existing educational programming by providing students with opportunities to improve physical fitness, develop teamwork and leadership skills, strengthen resilience, and build positive relationships while encouraging regular participation in school and wellness activities.

The awarded VENDOR shall provide qualified personnel, supervision, equipment, curriculum resources, and administrative support necessary to implement a safe, inclusive, and high-quality wellness program that aligns with SUPERINTENDENT goals for student engagement, school connectedness, and overall student success. Programming shall incorporate physical education, recreational sports, wellness education, leadership development, and social-emotional learning strategies designed to improve student participation, encourage healthy decision-making, reinforce positive behavior, and support academic success.

Services will primarily be provided in person at approximately seven (7) Alternative Education school sites serving an estimated 500 to 1,000 students annually. Programming is anticipated to occur throughout the regular instructional year, generally four (4) to five (5) days per week for approximately three (3) to five (5) hours per day, although schedules, student populations, locations, and service levels may vary based upon SUPERINTENDENT operational needs. SUPERINTENDENT reserves the right to modify service locations, schedules, and student populations throughout the term of the resulting Agreement. Additional program requirements are described in the **SCOPE OF WORK**.

# 2. INSTRUCTIONS TO VENDORS

## 2.1 GENERAL INFORMATION

All responses shall conform to instructions provided in the Request for Proposal (RFP) document

### 2.1.1 Delivery Address:

San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

### 2.1.2 RFP Proposal Submission

It is the sole responsibility of **VENDOR** to ensure that their proposal is received by the Front Desk Receptionist prior to **2:00 P.M**. on **WEDNESDAY, SEPTEMBER 9, 2026.**Responses received after the deadline will be returned unopened as not meeting the RFP requirements. All proposals shall be complete and final with no additional information accepted after the close of the submittal date, unless specifically requested by **SUPERINTENDENT**. **No unsealed, faxed or emailed submissions will be accepted.**

### 2.1.3 Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the **VENDOR** and shall not be chargeable in any manner to the **SUPERINTENDENT**.

### 2.1.4 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within ninety (90) days after the deadline, unless a longer period of time is mutually agreed to by the parties. The **SUPERINTENDENT** reserves the right to reject any or all responses or may waive any informality in a response.

## 2.2 EVALUATION PROCESS

### 2.2.1 Evaluation Criteria

**VENDORS** will be evaluated based on their responses to all questions and requirements in this RFP. **SUPERINTENDENT** shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

### 2.2.2 Background Review

This RFP is subject to the provisions of Education Code Section 45125.1 and 45125.2. **VENDOR's** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c) respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1 and 45125.1. **SUPERINTENDENT** may request the removal of an employee from the site at any time. Failure to comply with this provision may result in termination of the Contract.

Below are links to the DOJ website:
http://ag.ca.gov/fingerprints/agencies.php
http://ag.ca.gov/fingerprints/forms/cont_req.pdf

## 2.3 AWARD

The initial contract term shall commence upon contract execution and continue through June 30, 2027, with the option to renew as provided in Section 8.0, LENGTH OF CONTRACT.

## 2.4 QUESTIONS REGARDING REQUESTS FOR PROPOSALS

Questions should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net

## 2.5 SUBMISSION REQUIREMENTS

### 2.5.1 Proposal Content

**VENDORS** are asked to submit one (1) sealed copy *and* one (1) USB Flash Drive copy of their proposals with index tabs separating the sections identified in the Table of Contents. Pages must be numbered at the bottom of each page. The proposal is to be no more than 15 pages, *excluding* the Table of Contents and appendices. Any proposal attachments, documents, letters, and materials submitted by the **VENDOR** shall be binding and included as a part of the final contract should your proposal be selected.

### 2.5.2 Supportive Material

Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

**2.5.3** Signature Page
**2.5.4** Non-Collusion Declaration
**2.5.5** Workers' Compensation Certification
**2.5.6** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
**2.5.7** Drug-Free Workplace Certification
**2.5.8** Alcohol and Tobacco-Free School Policy
**2.5.9** Certification of Compliance: California Child Abuse & Neglect Reporting Act (CANRA) – Mandated Reporter Requirements
**2.5.10** Federal Funding EDGAR Compliance Form

**ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.**

*Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.*

## 3.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the RFP document will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving the RFP document. No person is authorized to make any oral interpretation of any provision in the RFP document to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

## 4.0 GENERAL CONDITIONS

### 4.1 Independent Contractor

In all matters relating to service performed under this RFP, **VENDOR** shall be acting as an independent contractor. The employees of the **VENDOR** and its subcontractors are not employees of **SUPERINTENDENT** under the meaning or application of any federal or state unemployment insurance laws, other social security law, or any workers' compensation law, industrial law, or otherwise. **VENDOR** shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the services performed under this RFP. **VENDOR** shall not have any right, power, or authority to create any obligation, express or implied, on behalf of **SUPERINTENDENT** and shall not have any authority to represent itself as an agent of **SUPERINTENDENT**.

### 4.2 Subcontractors

If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary **VENDOR** is not relieved of any responsibility by virtue of using a subcontractor.

### 4.3 Hold Harmless

**VENDOR** shall hold **SUPERINTENDENT**, its officers and employees, harmless and indemnify and defend **SUPERINTENDENT**, its officers and employees, against the payment of any and all costs and expenses, claims, suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of **VENDOR**, its officers and employees, or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this proposal.

### 4.4 Assignment

The contract or any interest therein may not be assigned without the prior written consent of the **SUPERINTENDENT**.

### 4.5 Claims and Disputes

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

### 4.6 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

### 4.7 Governing Law

This contract shall be governed and interpreted in accordance with the laws of the State of California.

### 4.8 Laws and Regulations

**VENDOR** shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If **VENDOR** performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs.

### 4.9 Severability

If any provision of the contract shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from and shall in no way effect the validity or enforceability of the remaining provisions of the contract, which shall remain valid and enforceable according to its term.

### 4.10 Covenant Against Gratuities

**VENDOR** warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by **VENDOR** or any agent or representative of **VENDOR** to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the **SUPERINTENDENT** in procuring on the open market any services which **VENDOR** agreed to supply shall be borne and paid for by **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 4.11 Covenant Against Contingent Fees

**VENDOR** warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by **VENDOR** for the purpose of securing business.

For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate any contract that may be entered into with **VENDOR** and, in its sole discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## 5.0 INSURANCE REQUIREMENTS

**VENDOR** shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract. **VENDOR** shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance. **VENDOR** shall not commence work, or shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the **SUPERINTENDENT**.

a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to **SUPERINTENDENT** stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
c. Certificates of insurance shall clearly state that the **SUPERINTENDENT** is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the **SUPERINTENDENT**. **VENDOR** will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
d. Insurance shall be written for not less than the following limits, or greater if required by law

1. Workers' Compensation

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |

2. Comprehensive general liability, including premises-operations, independent contractors protection, products and completed operations, broad form property damage:

| | | |
|---|---|---|
| a. | Bodily Injury | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| b. | Property Damage | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| c. | Professional Liability<br>(Error & Omissions) | $1,000,000 each occurrence<br>$2,000,000 aggregate |

3. Comprehensive Automobile Liability (owned, non-owned, hired)

| | | | |
|---|---|---|---|
| | a. | Bodily Injury | $500,000 each accident<br>$1,000,000 each accident |
| | b. | Property Damage | $1,000,000 each occurrence |
| 4. | | Sexual Abuse or Molestation | $3,000,000 each occurrence |

**6.0 NON-COLLUSION**

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration.

**7.0 AWARD OF CONTRACT**

The **SUPERINTENDENT** reserves the right to reject any or all responses, or to waive any irregularities or informalities in any responses or in the RFP process. The award, if made by the **SUPERINTENDENT**, will be to the **VENDOR** who meets all evaluation criteria. An agreement will be negotiated once **VENDOR** has been selected.

**8.0 LENGTH OF CONTRACT**

The initial contract term shall commence upon contract execution and continue through June 30, 2027. At the sole discretion of the SUPERINTENDENT, the contract may be renewed for up to four (4) additional one-year terms, contingent upon satisfactory performance, continued program needs, mutual agreement of the parties, and the availability of funding. Contract renewals may not extend beyond June 30, 2031.

**9.0 TERMINATION OF CONTRACT**

Without limiting any rights or remedies which **SUPERINTENDENT** may have in the event of any default by **VENDOR**, **SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of charges for the value of work performed, and for necessary expenditures which can be established by **VENDOR** as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the proposed price of the services. In the event of any termination, **SUPERINTENDENT** shall be entitled to all materials, work in process, and completed work included as the value of work performed and necessary expenditures in determining the charges referred to above and paid by **SUPERINTENDENT**. This contract may be terminated for cause or for convenience by the **SUPERINTENDENT** as provided under 2 CFR §200.340.

**10.0 PRICES**

**VENDOR'S** pricing must include all costs associated with this RFP. Prices shall remain firm for the length of the contract.

**11.0 EQUIPMENT AND SUPPLIES**

**VENDOR** shall provide all personnel, supervision, training, transportation, equipment, supplies, administrative support, and other resources necessary to successfully perform the services described in this RFP. Unless otherwise specified, the **SUPERINTENDENT** shall not provide personnel, equipment, or materials required for **VENDOR** performance.

**12.0 CONFLICT OF INTEREST**

**SUPERINTENDENT** hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

No employee, officer, or agent of the **SUPERINTENDENT** or Vendor shall participate in the selection, award, or administration of this contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

**13.0 CONFIDENTIALITY**

**VENDOR** shall not disclose information about the **SUPERINTENDENT'S** business or business practices and safeguard confidential data and student information to which VENDOR staff may have access in the course of providing services under this Agreement.

## 14.0 COMPLIANCE WITH APPLICABLE LAWS AND GRANT

Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Laws and requirements applicable to such grant.

## 15.0 FEDERAL FUNDING

Services under this RFP will be funded as a whole or in part by federal funds. Vendors must comply with all applicable federal laws, regulations, and executive orders, including but not limited to the Education Department General Administrative Regulations (EDGAR), 2 CFR Part 200 (Uniform Guidance), and any other applicable requirements for federally funded contracts. Failure to comply with these requirements may result in disqualification or contract termination. Federal funds used under this contract shall not be used for religious instruction, political activities, or to influence legislation.

## 16.0 RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by the **SUPERINTENDENT** 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 vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after final payment, final expenditure reporting, or as otherwise required by federal regulations.

## 17.0 EQUAL EMPLOYMENT OPPORTUNITY

Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the Contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

## 18.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Each respective bidder must be in good standing and must not be excluded from bidding on requests that utilize public or federal funding. The **SUPERINTENDENT** will be responsible for determining the status of prospective bidders to ensure the bidder is not on the exclusion list. Prospective bidders submitting a proposal will not be considered for award if it is determined that they are excluded from bidding based on the information provided by the www.sam.gov website.

## 19.0 ALCOHOL AND TOBACCO-FREE POLICY

In the interest of public health, the **SUPERINTENDENT** provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the **SUPERINTENDENT**. Failure to abide with this requirement could result in the termination of this contract.

## 20.0 DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

## 21.0 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - CMs that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certified 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 take 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 (F) above, when San Bernardino County Superintendent of Schools expends federal funds, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools 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:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the VENDOR, 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.
b. 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
c. The VENDOR 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 to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

## 22.0 RECORD ACCESS

The contractor agrees that the **SUPERINTENDENT**, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions as required by 2 CFR §200.337.

## 23.0 CONFIDENTIALITY OF STUDENT INFORMATION

**VENDOR** shall maintain the confidentiality of all student records and confidential information obtained in the performance of services under this Agreement and shall comply with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and applicable California Education Code provisions. Confidential information shall be used solely for the purpose of performing services under this Agreement and shall not be disclosed to any unauthorized person or entity. The **VENDOR** shall immediately notify the **SUPERINTENDENT** of any actual or suspected unauthorized disclosure or breach of confidential information and shall cooperate fully in resolving the matter. These confidentiality obligations shall survive the expiration or termination of the Agreement.

## 24.0 PERFORMANCE MONITORING / REPORTING

The **SUPERINTENDENT** reserves the right to monitor vendor performance throughout the term of the contract, including periodic review of attendance data, student progress reports, and compliance with reporting requirements. **VENDORS** must maintain detailed documentation to support all services invoiced.

## 25.0 SB 848-MANDATED REPORTER OBLIGATIONS

Per SB 848 the contractor, consultant, or service provider will require adherence to Penal Code §11165.7 and EC §44691, including annual mandated reporter training. Mandated reported completed trainings must be provided to the SUPERINTENDENT upon request within 5 days of the initial request. Email delivery of the completed training/ training certificate is acceptable and preferred.

## 26.0 MANDATED REPORTER COMPLIANCE

The consultant or contractor shall comply with all mandated reporter obligations under Penal Code §11165.7 and EC §44691, including annual training. By signing this agreement, the consultant or contractor agrees to and certifies that they are following all applicable requirements under SB 848 when conducting business with the SUPERINTENDENT.

# SCOPE OF WORK

The awarded VENDOR shall provide a comprehensive Physical Education and Wellness Support Program for students enrolled in SUPERINTENDENT Alternative Education programs. The program is intended to supplement existing educational services by promoting physical wellness, healthy lifestyles, positive youth development, and social-emotional growth through structured, engaging, and developmentally appropriate activities. Services are expected to foster increased student participation, strengthen students' connection to school, encourage healthy decision-making, and reinforce positive behavioral and academic outcomes.

Programming shall be delivered primarily in person at approximately seven (7) Alternative Education sites serving an *estimated* 500 to 1,000 students annually. Services are anticipated to be provided throughout the instructional year, generally four (4) to five (5) days per week for approximately three (3) to five (5) hours per day. Actual schedules, school locations, student enrollment, and service levels may vary throughout the contract term based upon SUPERINTENDENT program operational needs, funding availability, and enrollment. SUPERINTENDENT reserves the right to add, remove, or modify assigned locations and service schedules as necessary.

Instruction shall be organized, purposeful, and centered on both physical wellness and positive youth development. A typical session should include student check-in and attendance, wellness screening as appropriate, warm-up and stretching activities, development of fundamental movement skills, structured fitness instruction, organized sports or recreational activities, team-building exercises, leadership development opportunities, integrated social-emotional learning, cool-down activities, reflection, goal setting, and positive recognition of student effort and growth. Program staff are expected to create a safe, inclusive, and encouraging environment that promotes participation among students of all athletic abilities and fitness levels.

Program activities should provide students with opportunities to improve physical fitness while developing teamwork, leadership, communication, and personal responsibility. Instruction may include cardiovascular conditioning, strength and endurance exercises, flexibility and mobility training, fitness circuits, walking and jogging programs, basketball, soccer, volleyball, flag football, pickleball, disc golf, recreational games, cooperative challenges, peer mentoring activities, nutrition education, healthy lifestyle instruction, stress management, conflict resolution, yoga, mindfulness activities, outdoor recreation, fitness challenges, and adapted activities designed to meet the needs of students with varying physical abilities. Activities should remain flexible and be adjusted as appropriate based on student needs, available facilities, weather conditions, and site resources.

Program personnel will serve as wellness facilitators, mentors, physical activity specialists, and positive role models throughout the school day. Responsibilities include leading organized activities, encouraging active student participation, reinforcing positive behavior expectations, maintaining active supervision, ensuring student safety, providing individualized encouragement, maintaining activity areas and equipment, documenting participation, and supporting overall program implementation. Services provided under this Agreement are intended to enhance existing educational programming and shall not replace certificated instructional staff.

Successful implementation depends upon ongoing collaboration with SUPERINTENDENT administrators, teachers, counselors, and other designated site personnel. Regular communication should support coordinated scheduling, reinforce classroom and campus expectations, identify students requiring additional encouragement or intervention, review program progress, coordinate facility usage, and ensure that program activities remain aligned with each site's educational goals and student support initiatives.

Overall program oversight shall be provided through a designated Program Supervisor who will serve as the primary point of contact for contract administration, staffing coordination, quality assurance, and communication with SUPERINTENDENT. Responsibilities include conducting periodic site visits, monitoring service quality, addressing operational concerns, supporting assigned staff, and ensuring consistent implementation of services across all assigned school sites.

To ensure uninterrupted services, adequate staffing shall be maintained throughout the contract term. A recommended staffing ratio of one (1) instructor for every ten (10) to twenty-five (25) students should be maintained during structured activities, with additional personnel assigned as necessary for larger groups or special events. Qualified substitute staff should be readily available to minimize service interruptions, and SUPERINTENDENT shall be notified promptly of staffing changes or extended vacancies.

Personnel assigned under this Agreement shall possess the education, certifications, and experience necessary to successfully perform the requested services. At a minimum, staff should possess a high school diploma or equivalent, current CPR and First Aid certification, DOJ/FBI fingerprint clearance, tuberculosis clearance, and experience working with at-risk youth. Preference will be given to personnel with degrees in Kinesiology, Physical Education, Recreation, Child Development, Sports Management, or related disciplines, as well as experience in Alternative Education settings, coaching certifications, trauma-informed practices, and youth development programming.

All equipment, instructional materials, sports supplies, wellness curriculum resources, fitness assessment tools, and replacement equipment necessary to operate the program shall be furnished by the VENDOR. SUPERINTENDENT may provide access to gymnasiums, multipurpose rooms, athletic fields, and existing site equipment when available; however, responsibility for providing sufficient resources to deliver the contracted services remains with the VENDOR.

Student safety shall remain a priority throughout all program activities. Continuous supervision, routine equipment inspections, emergency response procedures, injury reporting protocols, and compliance with all applicable federal, state, and local laws, regulations, and SUPERINTENDENT policies are expected at all times. Activities should remain age appropriate and appropriately supervised while promoting a safe and positive learning environment.

Throughout the contract term, program participation and performance data shall be collected and documented. Monthly reports should summarize student participation, attendance, staffing, activities conducted, and program highlights. Quarterly reporting should evaluate program outcomes, summarize student progress, and identify opportunities for continuous improvement. At the conclusion of each contract year, a comprehensive annual report should evaluate overall program performance, analyze measurable outcomes, document program accomplishments, and provide recommendations for future program enhancements.

Program performance may be evaluated through service delivery rates, staffing stability, timely submission of required reports, compliance with safety requirements, feedback from site administrators, and demonstrated progress toward improving student participation, wellness, teamwork, school engagement, and social-emotional development. A successful program will consistently deliver high-quality services, maintain reliable staffing, foster positive campus climates, and produce measurable improvements in student wellness, engagement, leadership, and overall school success.

**2026/2027 FISCAL YEAR ESTIMATES:**

| CATEGORY | APPROXIMATE QUANTITY/HOURS | NOTES |
|---|---|---|
| Number of Sites | Approximately **7** Sites | Programming delivered primarily in person at Alternative Education sites; locations may be modified as needed. |
| Students Served | Estimated **500 - 1,000** Students Annually | Enrollment may vary throughout the contract term. |
| Days Per Week | Approximately **4-5** Days per Week | |
| Hours Per Day | Approximately **3-5** Hours per Day | Actual schedules may vary based on program needs. |

***Note:*** *Actual schedules, school locations, student enrollment, and service levels may vary throughout the contract term based on SUPERINTENDENT program operational needs, funding availability, and enrollment. SUPERINTENDENT reserves the right to add, remove, or modify assigned locations and service schedules as necessary.*

# LIST OF SITES

| Site | Address |
|---|---|
| Barbara Phelps County Community School | 1812 West Park Avenue<br>Redlands, CA 92373 |
| Bob Murphy County Community School | 149 North Arrowhead<br>Rialto, CA 92376 |
| Dorothy Gibson County Community School | 1800 East 7th Street,<br>Ontario, CA 91764 |
| David Stine Chaffey West County Community School | 5033 Holt Boulevard<br>Montclair, CA 91763 |
| Tri-City County Community School | 244 South D Street<br>San Bernardino, CA 92401 |
| Victorville Education Center | 12421 Hesperia Road<br>Victorville, CA 92395 |
| Yucca Valley County Community School | 58945 Business Center Drive, Suite A<br>Yucca Valley, CA 92284 |

PLEASE NOTE: The sites occupied by the SUPERINTENDENT may vary throughout the year. Given changing program and funding needs, the SUPERINTENDENT may expand facilities in certain locations or close facilities in others. The SUPERINTENDENT reserves the right to make any changes necessary to accommodate its program needs.

# PROPOSAL CONTENT/EVALUATION CRITERIA

**VENDOR** shall submit one (1) USB Flash Drive version and one (1) hardcopy of their proposal in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages shall be numbered at the bottom of each page. Any proposal attachments, documents, letters, and supporting materials submitted by the **VENDOR** shall become part of the proposal and, if selected, may become part of the resulting Agreement.

Each **VENDOR** shall submit a complete proposal containing all requested information. Additional supporting documentation may be included as appendices and should be referenced within the applicable proposal section. All signatures shall be original handwritten signatures in blue ink.

**The content and sequence of the proposals will be as follows:**

**I. TITLE PAGE**

Indicate the name of the VENDOR, local address, authorized contact person, telephone number, and email address.

**II. TABLE OF CONTENTS**

**III. COMPANY DATA (10 points)**

a. Provide an overview of your organization, including years in business, organizational structure, and experience providing student support services within K-12 educational settings.

b. Describe your company's experience providing Physical Education, wellness, youth development, recreation, mentoring, or similar services to at-risk youth or alternative education populations.

c. Describe your hiring practices, including employee screening procedures, DOJ/FBI fingerprint clearance compliance, TB clearance, and any additional requirements for personnel working in educational settings.

d. Describe staff qualifications, certifications, and professional development opportunities relevant to the services requested (i.e., CPR/First Aid, coaching certifications, fitness certifications, trauma-informed practices, youth development, SEL, etc.).

e. Has your company ever had a contract terminated for cause or experienced any significant performance issues within the past five (5) years? If yes, explain the circumstances and resolution.

f. Has your company experienced any incidents involving employee misconduct with students within the past five (5) years? If yes, describe the incident, corrective actions taken, and measures implemented to prevent future occurrences.

**IV. REFERENCES (5 points)**

a. Provide three (3) School District or County Office of Education client references with names, addresses, and telephone numbers of appropriate contacts where you have performed similar work. Additional public entities may also be listed.

**V. EXPERIENCE (15 points)**

Describe your organization's experience during the past five (5) years providing services similar to those requested in this RFP.

Include, at a minimum:

a. Experience providing Physical Education, wellness, recreation, mentoring, nutrition education, Social-Emotional Learning (SEL), or related student support services.

b. Experience working with alternative education programs, continuation schools, community schools, juvenile court schools, or other at-risk youth populations.

c. Experience providing services within K-12 public school districts, County Offices of Education, or other educational agencies.

d. Describe measurable outcomes or program successes achieved through similar services.

## VI. STAFFING QUALIFICATIONS & PERSONNEL (15 Points)

Provide a detailed description of the personnel who will perform the requested services.

Include, at a minimum:

a. Describe the qualifications, education, certifications, and experience of staff who will be assigned to SUPERINTENDENT.

b. Describe staff training related to Physical Education, student wellness, trauma-informed practices, Social-Emotional Learning (SEL), behavior management, youth development, or other relevant disciplines.

c. Describe your organization's staff supervision, evaluation, and ongoing professional development process.

d. Describe your organization's employee retention practices and procedures for replacing absent or vacant staff to ensure continuity of services.

e. Identify the proposed Program Lead and key personnel who will serve as the primary contacts for SUPERINTENDENT and describe their roles and responsibilities.

## VII. PROPOSED SERVICES & IMPLEMENTATION PLAN (20 Points)

Provide a detailed narrative describing your organization's approach to delivering the requested services.

Include, at a minimum:

a. Demonstrate your understanding of the Scope of Work and describe your overall service delivery approach.

b. Provide an implementation timeline (from contract award through full program implementation).

c. Describe how staff will collaborate with SUPERINTENDENT administrators, instructors, counselors, and site personnel.

d. Describe your approach for engaging students using culturally responsive, relationship-based, and trauma-informed practices.

e. Describe your methods for monitoring service quality and ensuring program effectiveness.

f. Describe your Staff Absence and Vacancy Protocol, including substitute coverage, notification procedures, and maintaining uninterrupted services.

g. Describe your documentation, recordkeeping, reporting procedures, and methods for maintaining confidentiality of student information in compliance with all applicable federal and state laws.

h. Describe any additional value-added services, resources, or program enhancements your organization would provide to SUPERINTENDENT.

## VIII. FEE DISCLOSURE (35 Points)

Provide a complete pricing proposal that includes all costs necessary to perform the requested services.

At a minimum, include:

a. Hourly rates, daily rates, or other applicable rates for each proposed staff classification.

b. Program Lead or supervisory costs, if applicable.

c. Any travel costs, administrative fees, or other expenses.

d. Overtime, holiday, or after-hours rates, if applicable.

e. Any additional fees not specifically identified above.

f. A statement certifying that all proposed pricing shall remain firm for the initial contract term.

**ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.**

*Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted.*

*Failure to comply with this requirement may result in the proposal being deemed non-responsive.*

# SIGNATURE PAGE

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

Submitted herewith is **VENDOR'S** proposal to provide P.E. & WELLNESS SUPPORT PROGRAM. **VENDOR** proposes to provide this response to the Request for Proposals in compliance with the instructions outlined. **VENDOR** will perform in accordance with the requirements outlined in the Request for Proposal.

**Acknowledgment of Proposal Addenda:** In submitting this Proposal, the undersigned acknowledges receipt of all Addenda to Request for Proposals issued by the **SUPERINTENDENT**, as set forth below. **VENDOR** confirms that this proposal incorporates and is inclusive of all items required by **SUPERINTENDENT'S** Request for Proposals and Addenda thereto.

**Receipt and acceptance of the following Addenda is hereby acknowledged:**

| Addendum Number | | | | | | |
|---|---|---|---|---|---|---|
| Date | | | | | | |

Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

E-mail address: _____

Phone: _____

# NON-COLLUSION DECLARATION

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, 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; that all statements contained in the Bid are true; and further, that 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.

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

Executed this ____ day of _____, 20___, at _____, California

_____
Name of Contractor (Print or Type)

**By:** _____
Signature

_____
Print Name

_____
Title

_____
Date

# WORKERS' COMPENSATION CERTIFICATION

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

Labor Code Section 3700:

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

**Date:** _____ _____

**Vendor**

**By:** _____

**Signature**

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

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____day of_____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

**By:** _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

**By:** _____
Signature

_____
Print Name

# DRUG-FREE WORKPLACE CERTIFICATION

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

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

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

**a)** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

**b)** Establishing a drug-free awareness program to inform employees about all of the following:

1.) The dangers of drug abuse in the workplace;

2.) The person's or organization's policy of maintaining a drug-free workplace;

3.) The availability of drug counseling, rehabilitation and employee-assistance programs;

4.) The penalties that may be imposed upon employees for drug abuse violations;

**c)** Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning **(a)** the prohibition of controlled 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 **SUPERINTENDENT** determines that I have either **(a)** made a false certification herein, or **(b)** violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

_____
Name of Contractor (Print or Type)

**By:** _____
Signature

_____
Print Name

_____
Title

_____
Date

# ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Name of Company

_____
Signature

_____
Name and Title of Signer

_____
Date

# CERTIFICATION OF COMPLIANCE:

## CALIFORNIA CHILD ABUSE & NEGLECT REPORTING ACT (CANRA) – MANDATED REPORTER REQUIREMENTS

**(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)**

The Vendor represents and warrants that its employees, agents, and subcontractors assigned to perform services under this Agreement will comply with all applicable provisions of the California Child Abuse and Neglect Reporting Act (CANRA), including California Education Code section 44691, California Penal Code section 11165.7 et seq., and all other applicable laws governing mandated reporters and required child abuse prevention training. The Vendor shall ensure that all covered personnel remain in compliance with these requirements throughout the term of the Agreement and shall be responsible for monitoring such compliance.

The undersigned Authorized Representative warrants and certifies the following on behalf of the Vendor:

1. **Mandated Reporter Compliance.** The Vendor understands that personnel whose duties require contact with or supervision of students may qualify as mandated reporters under California law and are responsible for complying with all applicable reporting requirements.

2. **Required Training.** The Vendor certifies that all covered personnel assigned to this Agreement have completed, or will complete within the time required by law, all state-approved mandated reporter and child abuse prevention training required by applicable California law. Training shall be renewed annually, as required by law. The Vendor shall ensure that any new employee, agent, or subcontractor assigned to perform services under this Agreement complies with these requirements before or within the timeframe required by law.

3. **Training Records.** The Vendor shall maintain records demonstrating compliance with the required training for all covered personnel and shall provide documentation to the SUPERINTENDENT upon request.

4. **Reporting Responsibilities.** The Vendor understands that each mandated reporter has an individual legal obligation to report known or reasonably suspected child abuse or neglect directly to the appropriate agency in accordance with California law. Reporting concerns to a supervisor or school administrator does not satisfy an individual's legal reporting obligation.

5. **Non-Compliance.** The Vendor agrees to immediately remove from SUPERINTENDENT property any personnel who fail to comply with the required training or other applicable mandated reporter requirements. Failure to comply with these requirements may constitute a material breach of the Agreement and may result in termination of the contract, in addition to any other remedies available by law.

By signing below, the undersigned certifies that the Vendor understands and agrees to comply with the requirements set forth above.

_____
Name of Company

_____
Signature

_____
Name and Title of Signer

_____
Date

## EDUCATION DEPARTMENT OF GENERAL ADMINISTRATION REGULATION (EDGAR)

# FEDERAL FUNDING CONTRACT (EDGAR) COMPLIANCE FORM

**(FORMS MUST BE SUBMITTED WITH PROPOSAL)**
**(4 pages)**

**The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools (SUPERINTENDENT) for any contract resulting from this procurement process. SUPERINTENDENT is the subgrantee or sub-recipient by definition.**

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. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** 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 **CONTRACTOR** agree? YES _____Initial

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

Pursuant to Federal Rules (B) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights 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 the **CONTRACTOR**, in the event **CONTRACTOR** fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. **SUPERINTENDENT** also reserves the right to terminate the contract immediately, with written notice to **CONTRACTOR**, for convenience, if **SUPERINTENDENT** believes, in its sole discretion that it is in the best interest of **SUPERINTENDENT** to do so. The **CONTRACTOR** will be compensated for work performed and accepted and goods accepted by **SUPERINTENDENT** as of the termination date if the contract is terminated for the convenience of **SUPERINTENDENT**. Any award under this procurement process is not exclusive and **SUPERINTENDENT** reserves the right to purchase goods and services from other vendors when it is in the best interest of the **SUPERINTENDENT**.

Does **CONTRACTOR** agree? YES _____Initial

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

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

Does **CONTRACTOR** agree? YES _____Initial

**(D) 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 sub grants of amounts in excess of $250,000 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 (D) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does **CONTRACTOR** agree? YES ____Initial

**(E) 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 (E) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does **CONTRACTOR** agree? YES ____Initial

**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 certified 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 take 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 (F) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term and after the awarded term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** 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:

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.

a. 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
b. 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 to all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does **CONTRACTOR** agree? YES _____Initial

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

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The **CONTRACTOR** further certifies that **CONTRACTOR** will retain all records as required by 2 CFR § 200.333 for a period of three (3) years from the date of submission of the final expenditure report or resolution of any audit findings, whichever is later 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 **CONTRACTOR** agree? YES _____Initial

**CERTIFICATION OF COMPLIANCE WITH**

**THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it 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 **CONTRACTOR** agree? YES _____Initial

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

**Company Name:** _____

**Address:** _____

**City:**_____ **State:**_____ **Zip:**_____

**Phone Number:**_____

**Email Address:** _____

**Printed Name of Authorized Representative:** _____

**Signature of Authorized Representative:** _____

**Date:** _____