San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 26.27.0590
CONSTRUCTION & WOODWORKING WORKFORCE READINESS CTE PROGRAM

PROPOSAL DEADLINE:

THURSDAY, SEPTEMBER 10, 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. 26.27.0590
CONSTRUCTION & WOODWORKING WORKFORCE READINESS CTE PROGRAM

PROPOSAL DEADLINE: Thursday, September 10, 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 soliciting sealed proposals from qualified VENDORS to provide a comprehensive Construction & Woodworking Workforce Readiness Career Technical Education (CTE) Program for students enrolled in SUPERINTENDENT Alternative Education programs. The program is designed to provide hands-on, project-based instruction that develops construction and woodworking skills, workforce readiness, career awareness, and practical industry knowledge.

The selected VENDOR shall provide all personnel, curriculum, instructional materials, equipment, tools, personal protective equipment (PPE), consumable supplies, software, instructional technology, and all other resources necessary to deliver a standardized, hands-on, project-based instructional program at approximately five (5) designated SUPERINTENDENT instructional sites.

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 26.27.0590 – CONSTRUCTION & WOODWORKING WORKFORCE READINESS CTE PROGRAM**."

It is the sole responsibility of the vendor to ensure proposal is delivered to the Front Desk Receptionist prior to the established deadline, where it will be date and time stamped. Late proposals will not be accepted. Proposals shall remain open, valid, and subject to acceptance for ninety (90) days following the proposal opening date.

RFP documents and all addenda may be obtained from the San Bernardino County Superintendent of Schools Procurement 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 26, 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. 26.27.0590
CONSTRUCTION & WOODWORKING WORKFORCE READINESS CTE PROGRAM

Event	Details	Date	Time (PST)
1st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	August 14, 2026	
2nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	August 21, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	August 26, 2026	2:00 pm
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	September 1, 2026	
PROPOSALS DUE	San Bernardino County Superintendent of Schools Attn: Procurement Services 760 East Brier Drive San Bernardino, CA 92408	**Thursday, September 10, 2026**	**NO LATER THAN 2:00 pm**
Evaluations		September 11 – 17, 2026	
Letter of Intent *(Tentative)*		September 18, 2026	

1. OVERVIEW

The San Bernardino County Superintendent of Schools ("SUPERINTENDENT") is soliciting sealed proposals from qualified VENDORS to provide a comprehensive Construction and Woodworking Workforce Readiness Career Technical Education (CTE) Program for students enrolled in SUPERINTENDENT Alternative Education programs.

The purpose of this Request for Proposals (RFP) is to identify and award an agreement to a qualified VENDOR capable of delivering a high-quality, hands-on instructional program that prepares students for post-secondary education, apprenticeship opportunities, industry-recognized training, and entry-level careers within the construction and woodworking industries. The program is intended to develop technical knowledge, occupational skills, workplace readiness, career awareness, and academic competencies through authentic construction and woodworking experiences that support student engagement and career development.

The selected VENDOR shall provide qualified instructional personnel, curriculum, instructional materials, equipment, tools, personal protective equipment (PPE), consumable supplies, instructional technology, and all other resources necessary to successfully implement the program at five (5) SUPERINTENDENT instructional sites. The program shall be delivered through approximately nine (9)-week cohorts corresponding with each school year quarter, with approximately twenty (20) instructional hours provided per class during each quarter. Services shall be delivered in coordination with designated SUPERINTENDENT staff to ensure consistent, safe, and effective program implementation.

Additional service requirements, program expectations, and VENDOR responsibilities 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 **Thursday, September 10, 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 667.5c) and 1192.7c) 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 affect 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 $2,000,000 aggregate
b.	Property Damage	$1,000,000 each occurrence $2,000,000 aggregate
c.	Professional Liability (Error & Omissions)	$1,000,000 each occurrence $2,000,000 aggregate

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

a.	Bodily Injury	$500,000 each accident $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 two (2) 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, 2029.

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 which VENDOR staff may have access to in the course of system implementation.

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

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 VENDOR shall provide a comprehensive Construction and Woodworking Workforce Readiness Career Technical Education (CTE) program for students enrolled in SUPERINTENDENT Alternative Education programs. The program shall provide hands-on, project-based instruction that integrates Career Technical Education, academic skill development, workforce readiness, career exploration, and practical construction and woodworking experiences while preparing students for post-secondary education, apprenticeship opportunities, industry-recognized training, and entry-level employment within the construction and woodworking industries.

Services shall include the design, coordination, implementation, and management of a standardized instructional program delivered at five (5) SUPERINTENDENT instructional sites. Instruction shall be organized into approximately nine (9)-week cohorts corresponding with each school year quarter. Each class shall receive approximately twenty (20) instructional hours per quarter. A typical schedule may consist of two (2) one-hour instructional cohorts meeting two (2) times per week at each participating site. The VENDOR shall provide one (1) Lead Industry Instructor and one (1) Industry Assistant to support instruction, student engagement, project activities, and safe operation of the program.

Instruction shall emphasize active student participation through authentic construction and woodworking projects designed to develop technical skills, problem-solving abilities, collaboration, workplace professionalism, and the practical application of academic concepts. Students shall participate in hands-on projects using industry-standard tools, equipment, and materials. Projects may include, but are not limited to, toolboxes, shelving, birdhouses, framing mock-ups, small furniture, and other construction-related projects that reinforce industry skills and provide opportunities for students to demonstrate practical application of learned concepts.

Curriculum shall include instruction in power tool operation, blueprint reading, estimating, material selection, framing concepts, finish carpentry, measuring and layout, construction mathematics, project planning, project sequencing, building code awareness, OSHA safety concepts, and workforce readiness skills. Technical reading, construction terminology, mathematical reasoning, communication, critical thinking, and problem-solving shall be integrated throughout instruction using authentic construction and woodworking activities aligned with applicable California Career Technical Education (CTE), English Language Arts, and Mathematics standards.

The VENDOR shall provide all personnel, supervision, curriculum, lesson plans, instructional materials, software, instructional technology, tools, equipment, project supplies, consumable materials, personal protective equipment (PPE), and all other resources necessary to successfully implement the program. The VENDOR shall retain ownership of all tools and equipment and shall be solely responsible for transportation, storage, security, maintenance, repair, and replacement of all equipment and materials throughout the contract term, including replacement of equipment damaged through normal use or student misuse.

Instructional personnel shall include, at minimum, one (1) Lead Industry Instructor possessing at least three (3) years of construction industry experience and relevant trade certifications, along with one (1) Industry Assistant working under the supervision of the Lead Industry Instructor. All instructional personnel shall demonstrate experience working with secondary students and possess the ability to effectively engage students enrolled in Alternative Education settings using developmentally appropriate instructional practices and positive classroom management techniques.

Safety shall be integrated throughout all instructional activities. The VENDOR shall implement comprehensive shop safety procedures that include daily safety inspections, tool checkout procedures, power tool competency verification prior to student use, emergency shutdown procedures, accident reporting procedures, first aid protocols, hazard recognition, proper use of personal protective equipment (PPE), equipment inspections, and safe operating practices consistent with current OSHA concepts and accepted construction industry standards.

The VENDOR shall maintain accurate documentation necessary to support program implementation, student participation, attendance, instructional hours, project completion, demonstrated tool safety proficiency, workforce readiness skill development, and other measurable program outcomes. Performance reports shall be submitted to the SUPERINTENDENT as required and shall support program accountability, evaluation of student participation and success, and continuous program improvement.

The VENDOR shall coordinate regularly with designated SUPERINTENDENT personnel regarding scheduling, site logistics, student participation, program implementation, and continuous program improvement. Services shall be delivered in a safe, professional, and consistent manner across all participating instructional sites to ensure high-quality instruction and equitable student experiences.

2026/2027 FISCAL YEAR ESTIMATES*:

CATEGORY	APPROXIMATE QUANTITY/HOURS	NOTES
Number of Sites	5	Approximately five (5) instructional sites
Cohorts per Quarter	4	Approximately four (4) cohorts per quarter
Cohorts per Year	16	Approximately four (4) cohorts per quarter × four (4) quarters
Students per Cohort	10	Approximately ten (10) students per cohort
Students Served Annually	160	Approximately ten (10) students per cohort × sixteen (16) cohorts per year
Instructional Hours per Cohort	Approx. 20	Approximately twenty (20) instructional hours per class/cohort per quarter
Program Duration	Approx. 9 weeks per quarter	Cohorts will operate for approximately nine (9) weeks during each school year quarter
Instructional Days	Minimum 2 days per week	Instruction shall be provided a minimum of two (2) days per week for approximately nine (9) weeks per quarter

The program is anticipated to be delivered at five (5) SUPERINTENDENT instructional sites. The program is expected to include approximately four (4) cohorts of ten (10) students per quarter, for a total of approximately sixteen (16) cohorts per year. Based on an estimated ten (10) students per cohort, the program is anticipated to serve approximately 160 students annually. Each class/cohort is expected to receive approximately twenty (20) instructional hours during each nine (9)-week school year quarter. Instruction shall be provided a minimum of two (2) days per week for approximately nine (9) weeks per quarter.

This program will utilize federal funding, with a maximum annual cost for services not to exceed $500,000.00. The annual funding amount may increase or decrease during the contract term and is not guaranteed. Any changes to the annual funding amount will be communicated prior to each renewal year and will be subject to mutual agreement by both parties.

**The figures provided are estimates only and are intended to assist VENDORS in developing pricing proposals. Actual numbers of students, cohorts, sites, service days, instructional hours, and schedules may vary based on program needs, student enrollment, and available funding. The SUPERINTENDENT does not guarantee any minimum or maximum number of hours, students, cohorts, or sites under this solicitation. Compensation will be based solely on the actual services authorized and performed in accordance with the final executed agreement.*

LIST OF SITES

Site	Address
Barbara Phelps County Community School	1812 West Park Avenue Redlands, CA 92373
Bob Murphy County Community School	149 North Arrowhead Rialto, CA 92376
David Stine Chaffey West County Community School	5033 Holt Boulevard Montclair, CA 91763
Tri-City County Community School	244 South D Street San Bernardino, CA 92401
Victorville Education Center	12421 Hesperia Road Victorville, CA 92395

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 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.

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 (5 points)

a. Provide an overview of your organization, including years in business, organizational structure, areas of expertise, and experience providing Career Technical Education (CTE), workforce readiness, construction trades, woodworking, or similar instructional programs.

b. Describe your organization's experience providing services to K–12 school districts, County Offices of Education, Alternative Education programs, or other educational agencies serving similar student populations.

c. Describe your hiring practices, including employee recruitment, background screening, DOJ/FBI fingerprint clearance, tuberculosis (TB) clearance, and compliance with personnel requirements applicable to educational settings.

d. Disclose any contract terminations for cause, significant performance issues, litigation related to contract performance, or employee misconduct involving students within the past five (5) years, including any corrective actions implemented.

IV. REFERENCES (5 points)

Provide three (3) references from School Districts, County Offices of Education, or other public agencies for which your organization has provided services similar in scope and complexity to those requested in this RFP. Include the agency name, contact person, title, telephone number, email address, dates of service, and a brief description of the services provided.

V. EXPERIENCE & STAFFING QUALIFICATIONS (30 points)

a. Describe your organization's experience providing Construction and Woodworking Workforce Readiness, Career Technical Education (CTE), skilled trades, apprenticeship preparation, or similar instructional programs.

b. Describe your experience serving students in Alternative Education or other specialized educational settings.

c. Describe the qualifications, relevant industry certifications, construction industry experience, and instructional experience of the proposed Lead Industry Instructor, Industry Assistant, Program Manager, and other key personnel assigned to the program.

d. Describe your organization's approach to staff supervision, professional development, substitute coverage, quality assurance, and maintaining continuity of instructional services throughout the contract term.

e. Describe staff experience implementing project-based learning, classroom management, student engagement strategies, trauma-informed practices, OSHA safety concepts, and construction safety.

VI. PROPOSED SERVICES & IMPLEMENTATION PLAN (35 Points)

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

a. Demonstrate your understanding of the Scope of Work and describe your proposed approach to implementing a comprehensive Construction and Woodworking Workforce Readiness Career Technical Education (CTE) Program for SUPERINTENDENT Alternative Education students.

b. Describe your proposed instructional model, including the nine (9)-week quarterly cohort structure, approximately twenty (20) instructional hours per class per quarter, hands-on project-based learning, construction and woodworking instruction, workforce readiness instruction, and methods for engaging students through authentic learning experiences.

c. Describe how instruction will incorporate construction industry concepts, including blueprint reading, estimating, material selection, framing concepts, finish carpentry, measuring and layout, construction mathematics, building code awareness, project planning, project sequencing, and other industry-relevant skills.

d. Describe your approach to integrating applicable California Career Technical Education (CTE), English Language Arts, and Mathematics standards into hands-on construction and woodworking instruction.

e. Describe the equipment, tools, instructional materials, consumable supplies, personal protective equipment (PPE), and technology that will be provided, including your approach to equipment transportation, storage, maintenance, repair, replacement, and inventory management.

f. Describe your comprehensive shop safety program, including daily safety inspections, tool checkout procedures, power tool competency verification, emergency shutdown procedures, accident reporting procedures, first aid protocols, and methods for maintaining a safe instructional environment.

g. Describe your implementation plan, including coordination with the SUPERINTENDENT, scheduling, classroom management, student participation, communication, reporting, measurable outcomes, and strategies for ensuring consistent program delivery across all participating instructional sites.

h. Describe any value-added services included in your proposal, such as industry partnerships, guest speakers, apprenticeship connections, field experiences, career exploration activities, student showcases, or additional resources that enhance student learning.

VII. FEE DISCLOSURE (25 Points)

a. Provide a complete, turnkey cost proposal for all services requested under this RFP, including all personnel, supervision, curriculum and lesson planning, equipment, tools, instructional materials, consumable supplies, PPE, instructional technology, transportation, delivery, reporting, program administration, and other costs necessary to provide the services.

b. Provide pricing for the initial contract term and any optional renewal terms identified in this RFP. Identify any proposed discounts, cost-saving measures, or pricing incentives available to the SUPERINTENDENT.

c. Identify any optional services, additional fees, or costs not included in the proposed base price.

SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Submitted herewith is **VENDOR'S** proposal to provide a comprehensive Construction and Woodworking Workforce Readiness Career Technical Education (CTE) Program. **VENDOR** hereby submits this proposal in response to the Request for Proposals (RFP) and will provide the services described herein in full compliance with the requirements and specifications outlined in the RFP.

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

(COMPLETED 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 finalexpenditure 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: _____