



## **San Bernardino County Superintendent of Schools**

760 East Brier Drive  
San Bernardino, CA 92408

### **RFP NO. 26.27.0329 PRE-APPRENTICE SYSTEM APPLICATION**

#### **PROPOSAL DEADLINE:**

**TUESDAY, OCTOBER 13, 2026, at 2:00 P.M.**

#### **PLEASE SUBMIT PROPOSALS TO:**

San Bernardino County Superintendent of Schools  
ATTN: Front Desk Receptionist  
760 E. Brier Drive  
San Bernardino, CA 92408

*No Faxed or Emailed submissions will be accepted.*



## REQUEST FOR PROPOSALS (RFP)

### RFP NO. 26.27.0329 PRE-APPRENTICE SYSTEM APPLICATION

**PROPOSAL DEADLINE:** Tuesday, October 13, 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 requesting proposals from qualified firms with demonstrated experience in web application design, development, testing, and implementation to develop a Pre-Apprentice System Application. The purpose of the project is to create a streamlined system for managing pre-apprentice information and to reduce the manual effort currently associated with cross-referencing student information prior to entering data into existing systems. The proposed application shall provide an intuitive and efficient experience for authorized teachers and administrators while maintaining appropriate security, accessibility, and data integrity.

The selected FIRM will be responsible for the project from initial discovery and user-experience design through development, testing, user acceptance, training, deployment, and handoff. The completed application is expected to include SSO authentication, separate teacher and administrator functionality, student roster upload and matching capabilities, student search functionality, configurable data-entry fields, and the ability to export information for use in other SUPERINTENDENT databases or systems.

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 FIRM's company name and the following statement: "**RFP ENCLOSED: RFP 26.27.0329 – PRE-APPRENTICE SYSTEM APPLICATION.**"

It is the sole responsibility of the FIRM to ensure its 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 RFP shall be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at [Bids@sbcss.net](mailto:Bids@sbcss.net) no later than 2:00 pm on September 28, 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. 26.27.0329 PRE-APPRENTICE SYSTEM APPLICATION

| Event                                                                     | Details                                                                                                                                                                                                                                                                            | Date                                 | Time (PST)                                      |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------|
| 1 <sup>st</sup> Publication                                               | The Sun Newspaper & SBCSS Procurement webpage<br><a href="https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming">https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming</a> | September 17, 2026                   |                                                 |
| 2 <sup>nd</sup> Publication                                               | The Sun Newspaper & SBCSS Procurement webpage<br><a href="https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming">https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming</a> | September 24, 2026                   |                                                 |
| Last day to submit RFI/<br>Questions for Clarification or<br>Explanations | E-mail to: <a href="mailto:Bids@sbcss.net">Bids@sbcss.net</a>                                                                                                                                                                                                                      | September 28, 2026                   | 2:00 pm                                         |
| Response to RFI/Questions for<br>Clarification                            | Addenda posted to SBCSS Procurement page<br><a href="#">Bids - Upcoming - San Bernardino County Superintendent of Schools</a>                                                                                                                                                      | October 2, 2026                      |                                                 |
| <b>PROPOSALS DUE</b>                                                      | San Bernardino County Superintendent of<br>Schools<br><br>Attn: Front Desk Receptionist<br>760 East Brier Drive<br>San Bernardino, CA 92408                                                                                                                                        | <b>Tuesday,<br/>October 13, 2026</b> | <b>NO<br/>LATER<br/>THAN<br/><u>2:00 pm</u></b> |
| Evaluations                                                               |                                                                                                                                                                                                                                                                                    | October 14-21, 2026                  |                                                 |



## 1. PROJECT OVERVIEW

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is requesting proposals from qualified FIRMS with demonstrated experience in web application design, development, testing, and implementation to develop a Pre-Apprentice System Application. The purpose of the project is to create a streamlined system for managing pre-apprentice information and to reduce the manual effort currently associated with cross-referencing student information prior to entering data into existing systems. The proposed application shall provide intuitive and efficient experience for authorized teachers and administrators while maintaining appropriate security, accessibility, and data integrity.

The selected FIRM shall be responsible for the project from initial discovery and user-experience design through development, testing, user acceptance testing, training, deployment, and final handoff. The completed application shall include, at a minimum, secure Single Sign-On (SSO) authentication, separate teacher and administrator functionality, student roster upload and matching capabilities, student search functionality, configurable data-entry fields, data validation, and the ability to export information for use in other SUPERINTENDENT databases or systems.

Please refer to **SCOPE OF WORK** for more detailed information.

## 2. INSTRUCTIONS TO PROPOSERS

### 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 FIRM to ensure that their sealed proposal is received by the Front Desk Receptionist prior to **2:00 P.M. on Tuesday, October 13, 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 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 FIRM 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

FIRMS 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.

## **2.3 QUESTIONS REGARDING REQUESTS FOR PROPOSALS**

Questions should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at [Bids@sbcss.net](mailto:Bids@sbcss.net)

## **2.4 SUBMISSION REQUIREMENTS**

### **2.4.1 Proposal Content**

FIRMS shall submit the following:

a. One (1) original hardcopy proposal in a binder that permits easy removal of pages, with index tabs separating the sections identified in the Table of Contents; and One (1) USB Flash Drive containing an electronic copy of the complete proposal.

b. The original hardcopy proposal shall contain all required original signatures executed in blue ink. Digital signatures, electronic signatures, photocopies, scanned signatures, stamped signatures, or reproduced signatures of any kind will not be accepted where an original signature is required.

Pages shall be numbered consecutively. The proposal shall not exceed fifteen (15) pages, excluding the Table of Contents and appendices.

Any proposal attachments, documents, letters, certifications, or other materials submitted by the FIRM shall be considered part of the proposal and, if the proposal is selected, may be incorporated into the resulting agreement.

FIRMS shall be responsible for ensuring that the hardcopy and electronic versions of the proposal are complete and consistent. In the event of a discrepancy between the hardcopy and electronic versions, the original hardcopy proposal shall govern unless otherwise determined by the SUPERINTENDENT.

### **2.4.2 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.

### **2.4.3 Required Documents**

- a. Signature Page
- b. Non-Collusion Declaration
- c. Workers' Compensation Certification
- d. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- e. 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 FIRM and no FIRM 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, FIRM shall be acting as an independent contractor. The employees of the FIRM 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. FIRM shall assume and

pay all liabilities and perform all obligations implied by any such laws with respect to the services performed under this RFP. FIRM 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 FIRM is not relieved of any responsibility by virtue of using a subcontractor.

**4.3 Hold Harmless**

FIRM 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 FIRM, 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**

FIRM shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If FIRM 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.

**5.0 INSURANCE REQUIREMENTS**

FIRM shall maintain Technology Errors and Omissions Insurance covering liability arising from privacy breaches, unauthorized access, disclosure of confidential information, network security failures, malware transmission, denial of service attacks, ransomware events, data loss, and technology professional services. Such coverage shall remain in effect throughout the term of the Agreement and for a minimum of one (1) year following completion of services.

- 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.
- d. Insurance shall be written for not less than the following limits, or greater if required by law

**Coverage**

Workers' Compensation  
Commercial General Liability  
Technology Errors & Omissions

**Limits**

Statutory  
\$1M per occurrence / \$2M aggregate  
\$1M per claim / \$2M aggregate

**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 FIRMS to submit a non-collusion declaration.

**7.0 AWARD OF CONTRACT**

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 FIRM who meets all evaluation criteria. An agreement will be negotiated once FIRM has been selected.

**8.0 LENGTH OF CONTRACT**

The awarded Firm shall commence services upon execution of the Agreement and issuance of a Notice to Proceed. The SUPERINTENDENT will establish an implementation schedule with the selected Vendor following contract award. Ongoing support, maintenance, and enhancement services may be provided pursuant to mutually agreed-upon terms and subject to the availability of funding.

**9.0 TERMINATION OF CONTRACT**

Without limiting any rights or remedies which SUPERINTENDENT may have in the event of any default by FIRM, SUPERINTENDENT shall have the right, upon ten (10) days prior written notice to FIRM, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to FIRM other than payment of charges for the value of work performed, and for necessary expenditures which can be established by FIRM 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**

FIRM'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**

FIRM shall provide all equipment, labor, and materials necessary to perform the required service. The SUPERINTENDENT will not provide any equipment, materials, or personnel.

**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 FIRM 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**

FIRM shall not disclose information about the SUPERINTENDENT'S business or business practices and safeguard confidential data which FIRM 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. FIRMs 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 FIRM certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The FIRM further certifies that FIRM will retain all records as required by 2 CFR § 200.333 for a period of three years after.

**17.0 RECORD ACCESS**

The FIRM 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 FIRM which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions as required by 2 CFR §200.337.

**18.0 DATA PRIVACY/FERPA**

The FIRM agrees to comply with all applicable state and federal student data privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and California's Student Online Personal Information Protection Act (SOPIPA). FIRM shall maintain the confidentiality of all student records and shall not use such data for any purpose other than performance under this contract.

**19.0 OWNERSHIP OF DATA**

FIRM understands that SUPERINTENDENT shall remain the owner of all data uploaded to FIRM'S system. All work products, including but not limited to software, documentation, and data, developed under this contract shall be the sole property of the SUPERINTENDENT. SUPERINTENDENT shall receive all source code, configuration files, documentation, and administrative credentials necessary to independently operate and maintain the application.

**20.0 PUPIL RECORDS PRIVACY; THIRD-PARTY CONTRACTS; DIGITAL STORAGE SERVICES AND DIGITAL EDUCATIONAL SOFTWARE**

This RFP is subject to the provisions of all applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. 99, as amended; "FERPA"), California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; "SOPIPA"); California Civil Code § 1798.29; and California Government Code § 6250 et seq. Existing law prohibits a school district from permitting access to pupil records to any person without parental consent or without a judicial order, except to specified persons under certain circumstances, including to a contractor or consultant with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. This statute authorizes a local educational agency, pursuant to a policy adopted by its governing board or governing body, as appropriate, to enter into a contract with a third party to provide services for the digital storage, management, and retrieval of pupil records or to provide digital educational software, or both. This statute requires the contract to include specified provisions, including, but not limited to, a statement that the pupil records continue to be the property of and under the control of the local educational agency, a description of the actions the third party will take to ensure the security and confidentiality of pupil records, and a description of how the local

educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act. This statute requires that a contract that fails to comply with the requirements of this statute be rendered void if certain conditions are not satisfied.

## **21.0 CONFIDENTIALITY AND DATA SECURITY**

FIRM shall maintain the confidentiality of all SUPERINTENDENT and SUPERINTENDENT's employee data and shall implement appropriate security measures to protect such data from unauthorized access or disclosure. SUPERINTENDENT is requesting a transfer of access control following the FIRM development. The SUPERINTENDENT's technology staff must be able to support and maintain the program after its delivery.

## **22.0 CYBERSECURITY REQUIREMENTS**

FIRM shall describe the security controls and practices that will be implemented to protect the Pre-Apprentice System Application and all data maintained within the system. At a minimum, the proposed solution shall utilize industry-standard security measures, including encryption of data in transit and at rest, secure authentication protocols, role-based access controls, and regular security updates.

FIRM shall identify any third-party hosting providers, cloud services, or subcontractors utilized in connection with the proposed solution and describe the security measures employed by such providers. FIRM shall maintain appropriate safeguards designed to prevent unauthorized access, disclosure, alteration, or destruction of data.

FIRM shall promptly notify SUPERINTENDENT of any actual or suspected data breach, security incident, or unauthorized access involving SUPERINTENDENT data and shall cooperate fully in any investigation, remediation, or reporting efforts required by law.

## **23.0 SYSTEM OWNERSHIP AND INTELLECTUAL PROPERTY**

All data entered into, collected by, generated from, or maintained within the Pre-Apprentice System Application shall remain the sole property of SUPERINTENDENT.

All custom programming, configurations, workflows, documentation, reports, and related work products specifically developed for SUPERINTENDENT under the resulting contract shall become the property of SUPERINTENDENT upon final payment unless otherwise agreed to in writing. FIRM shall provide SUPERINTENDENT with all documentation, administrative access credentials, configuration settings, and other materials necessary for the continued operation and support of the system.

Nothing contained herein shall prohibit FIRM from retaining ownership of proprietary pre-existing software, tools, methodologies, or intellectual property that are incorporated into the solution, provided SUPERINTENDENT is granted a perpetual, non-exclusive license to utilize such components as necessary for the operation of the system.

## **24.0 KNOWLEDGE TRANSFER AND TRAINING**

FIRM shall provide comprehensive training and knowledge transfer services to designated SUPERINTENDENT staff to ensure successful implementation, administration, and ongoing support of the Pre-Apprentice System Application.

Training shall include, at a minimum, system administration functions, user management, reporting capabilities, configuration settings, troubleshooting procedures, and routine maintenance requirements. FIRM shall provide all training materials, technical documentation, user guides, and system documentation developed in connection with the project.

The proposed solution shall be designed in a manner that enables SUPERINTENDENT personnel to independently operate, maintain, and support the system following project completion.

## **25.0 SYSTEM DEMONSTRATION AND INTERVIEWS**

SUPERINTENDENT reserves the right to require oral presentations, interviews, product demonstrations, or system demonstrations from one or more of the highest-ranked FIRMS. Such presentations may be conducted virtually or in person and shall be provided at no cost to SUPERINTENDENT.

The purpose of the presentation or demonstration shall be to clarify proposal content, evaluate the proposed solution, assess project methodology, review system functionality, and allow SUPERINTENDENT to further evaluate the qualifications and capabilities of the FIRM. Participation in an interview or demonstration does not guarantee contract award.

#### **26.0 SYSTEM REQUIREMENTS AND COMPATIBILITY**

The proposed Pre-Apprentice System Application shall be web-based and accessible through current versions of standard internet browsers, including Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari. The system shall support role-based permissions and provide secure access for authorized users. The application shall be compatible with SUPERINTENDENT'S existing technology environment and shall be designed to accommodate future enhancements, integrations, and scalability requirements.

FIRM shall identify any software dependencies, hosting requirements, licensing requirements, or third-party products necessary for operation of the system.

#### **27.0 TECHNICAL SUPPORT AND WARRANTY**

FIRM shall provide warranty support for all deliverables developed under the resulting contract. The proposal shall clearly identify the warranty period and describe the process for reporting, tracking, and resolving system defects, errors, or malfunctions. FIRM shall identify ongoing technical support options available following implementation, including hours of support, response times, escalation procedures, and any associated costs. Any defects identified during the warranty period shall be corrected by FIRM at no additional cost to SUPERINTENDENT.



## SCOPE OF WORK

The selected FIRM will provide all services necessary to design, develop, test, implement, and transition a functional Pre-Apprentice System Application to the SUPERINTENDENT. The FIRM will begin by working with designated SUPERINTENDENT personnel to understand current processes, identify user needs, establish system requirements, and develop an implementation plan. The project shall incorporate a user-centered approach that results in a practical, scalable, and easy-to-use application for the intended users.

The application shall provide secure Single Sign-On (SSO) for authorized teachers and administrators and distinguish functionality according to user role. Teacher users should have an intuitive interface for accessing and completing the applicable pre-apprentice forms and associating those forms with the appropriate student. Administrative users should have the ability to view and manage pre-apprentice entries, add or update information, and oversee student records within the system.

A primary function of the application will be the ability to upload student rosters and efficiently match pre-apprentice forms with the corresponding student. The system shall support accurate student identification, reduce duplicate or unnecessary data entry, and allow authorized users to search for students within the application. The FIRM will also review and recommend improvements to data-entry fields and requirements to support more consistent information, reporting, and downstream use of the data.

The application shall include functionality for organizing and exporting information by school and in formats that can be used by other SUPERINTENDENT databases or systems. The FIRM shall design the solution so that data can be efficiently retrieved, reviewed, and transferred while maintaining accuracy and consistency throughout the process.

The project will include user-experience and interface design, including user-flow development, wireframing, interface mockups, and opportunities for SUPERINTENDENT review and feedback prior to development. The FIRM will incorporate approved designs into the application and provide a responsive user experience appropriate for supported devices.

The FIRM will conduct comprehensive quality assurance and testing throughout development and prior to deployment. Testing shall address application functionality, user interactions, integrations, performance, supported browsers and devices, data handling, and other applicable system requirements. User Acceptance Testing will be conducted in coordination with SUPERINTENDENT personnel, with identified issues addressed prior to final implementation.

Accessibility shall be incorporated throughout the design and development process. The proposed solution shall address applicable ADA and WCAG requirements, including accessible navigation, keyboard functionality, appropriate contrast, text alternatives, accessible forms and tables, and ease of use. The FIRM shall identify its approach to accessibility testing and remediation as part of the proposed solution.

Security and protection of information are critical components of the project. The FIRM will implement appropriate safeguards to protect the application and information from unauthorized access, alteration, or disclosure. The proposed approach shall address secure communications, authentication and access controls, protection of administrative functions, data validation, common web application vulnerabilities, backups, and other applicable security practices.

Upon completion of development and testing, the FIRM will coordinate production deployment and provide training and documentation necessary for SUPERINTENDENT personnel to use and administer the application. Documentation should address applicable user and administrative functions, system operation, data management, and other information necessary for effective use and future maintenance of the application. The final handoff shall provide the SUPERINTENDENT with the information and resources necessary to operate the completed system.

The FIRM shall provide a designated project manager responsible for coordinating project activities, maintaining the implementation schedule, communicating project status, managing deliverables, and serving as the primary point

of contact for SUPERINTENDENT staff. Regular communication and coordination shall continue throughout the project to ensure that design, development, testing, training, deployment, and handoff remain aligned with SUPERINTENDENT requirements.

The FIRM shall describe its available post-implementation support and maintenance services, including the process for reporting technical issues, anticipated response times, system maintenance, security updates, and other ongoing support necessary to maintain the application following deployment. Any recurring services, licensing, hosting, or other ongoing costs shall be clearly identified in the firm's Cost Proposal.

| PROJECT CHARACTERISTIC   | ANTICIPATED REQUIREMENT                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------|
| Project Type             | Web-based Pre-Apprentice System Application                                                             |
| Primary Users            | Teachers, administrators, and other authorized SUPERINTENDENT personnel                                 |
| Authentication           | Single Sign-On (SSO)                                                                                    |
| User Roles               | Teacher and Administrator                                                                               |
| Student Roster           | Upload functionality required                                                                           |
| Student Matching         | Match pre-apprentice forms to specific students                                                         |
| Student Search           | Required                                                                                                |
| Data Entry               | Configurable fields, required fields, validation, and structured data                                   |
| Reporting/Export         | Export functionality, including by school                                                               |
| Testing                  | QA, functional, integration, performance, security, accessibility, and UAT                              |
| Accessibility            | Applicable ADA/WCAG requirements                                                                        |
| Security                 | Secure authentication, authorization, data protection, and web app security                             |
| Training                 | Teacher/admin training and supporting materials                                                         |
| Documentation            | User, administrator, technical, and system documentation                                                |
| Deployment               | Production deployment and final handoff                                                                 |
| Estimated Implementation | SUPERINTENDET will establish an implementation schedule with the selected FIRM following contract award |



## EVALUATION CRITERIA

FIRMS shall submit the following:

- a. One (1) original hardcopy proposal in a binder that permits easy removal of pages, with index tabs separating the sections identified in the Table of Contents; and
- b. One (1) USB Flash Drive containing an electronic copy of the complete proposal.

The original hardcopy proposal shall contain all required original wet signatures executed in blue ink. Digital signatures, electronic signatures, photocopies, scanned signatures, stamped signatures, or reproduced signatures of any kind will not be accepted where an original signature is required.

Pages shall be numbered consecutively. The proposal shall not exceed fifteen (15) pages, *excluding* the Table of Contents *and* appendices.

Any proposal attachments, documents, letters, certifications, or other materials submitted by the FIRM shall be considered part of the proposal and, if the proposal is selected, may be incorporated into the resulting agreement.

FIRMS shall be responsible for ensuring that the hardcopy and electronic versions of the proposal are complete and consistent. In the event of a discrepancy between the hardcopy and electronic versions, the original hardcopy proposal shall govern unless otherwise determined by the SUPERINTENDENT.

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

**I. TITLE PAGE**

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

**II. TABLE OF CONTENTS**

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

a. Provide an overview of the FIRM, including years in business, organizational structure, number of employees, primary service offerings, and experience developing and implementing custom web-based applications.

b. Describe the FIRM'S experience providing software development, application design, system implementation, and technology solutions for K-12 educational agencies, government agencies, or other public-sector organizations.

c. Describe the FIRM'S experience developing applications that manage, collect, search, match, export, or otherwise process user or student information.

d. Disclose whether the FIRM has had any contracts terminated for cause, canceled, or subject to litigation within the past five (5) years. If so, provide a detailed explanation, including the circumstances and resolution.

e. Identify any pending litigation, investigations, or regulatory actions that may affect the FIRM'S ability to perform the services described in this RFP.

**IV. REFERENCES (5 points)**

a. Provide three (3) client references for projects similar in scope and complexity to the Pre-Apprentice System Application described in this RFP. References should include the organization name, contact person, title, telephone number, email address, project description, and project completion date. References from County Offices of Education, school districts, or other public agencies are preferred.

**V. EXPERIENCE (25 points)**

a. Describe at least three (3) projects completed within the past five (5) years that demonstrate the FIRM'S experience designing, developing, implementing, and supporting custom web-based applications similar to the Pre-Apprentice System Application.

b. For each project, provide a summary of the services performed, system functionality, technologies or platforms utilized, implementation approach, project outcomes, and the role of the proposed project team.

c. Describe experience developing applications with separate user roles and permissions, including teacher, administrator, or comparable user environments.

d. Describe experience implementing Single Sign-On (SSO), authentication services, database functionality, student or user matching, search functionality, data validation, reporting, and data export capabilities.

e. Describe experience developing applications that integrate with existing databases, systems, or other enterprise technologies.

**VI. DESCRIPTION OF PROPOSED SERVICES (30 points)**

a. Provide a detailed description demonstrating the FIRM'S understanding of the SUPERINTENDENT'S objectives, scope of work, and desired outcomes for the Pre-Apprentice System Application.

b. Describe the proposed approach for project discovery, requirements gathering, UX/UI design, development, testing, deployment, training, documentation, and ongoing support, including a proposed implementation schedule and major project milestones.

c. Describe the proposed application functionality, including teacher and administrator access, Single Sign-On (SSO), student roster uploading and matching, student search, data entry and validation, and reporting and data export capabilities.

d. Describe the proposed system architecture, database functionality, integrations with existing systems, role-based access controls, scalability, and maintainability of the solution.

e. Describe the FIRM'S approach to cybersecurity, protection of confidential student information, data privacy, backup and recovery, and compliance with applicable requirements.

f. Describe the FIRM'S approach to ADA accessibility and WCAG standards, including usability and accessibility testing.

g. Describe the quality assurance and testing methodology, including functional, integration, performance, security, accessibility, defect resolution, and User Acceptance Testing (UAT).

h. Identify the proposed project manager and key personnel, including their qualifications and responsibilities, and describe the FIRM'S approach to training, documentation, knowledge transfer, deployment, final handoff, and post-implementation support.

**VII. FEE DISCLOSURE (30 points)**

- a. Describe all professional fees, expenses, and costs necessary to complete the services requested under this RFP.
- b. Provide a detailed cost proposal that identifies all costs associated with project discovery, UX/UI design, development, testing, implementation, training, deployment, project management, and post-deployment support.
- c. Include hourly rates, fixed fees, optional services, maintenance costs, licensing costs, hosting costs, third-party services, and any other fees that may be incurred during the contract term, as applicable.
- d. Clearly identify any assumptions, exclusions, optional services, recurring costs, or additional costs not included in the proposed pricing.
- e. Identify any costs associated with future system enhancements, modifications, technical support, or maintenance that may be requested following initial implementation.

**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 FIRM'S proposal to provide services related to the design, development, implementation, and support of the Pre-Apprentice System Application. FIRM proposes to provide this response to the Request for Proposals in compliance with the instructions outlined. FIRM 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. FIRM 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:** \_\_\_\_\_

\_\_\_\_\_  
**FIRM**

**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 Firm (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 Firm (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 BID)**

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:**  
**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 \$350,000 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 \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (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 Standard 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 § 200.334**

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 § 200.334. The **CONTRACTOR** further certifies that **CONTRACTOR** will retain all records as required by 2 CFR § 200.334 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:** \_\_\_\_\_