



Colton Joint Unified School District

1212 Valencia Drive
Colton, CA 92324

Request for Proposals No. 24-13JB

PHYSICAL EDUCATION ENRICHMENT PROGRAM

PROPOSAL DUE DATE

NOVEMBER 28, 2023 at 11:00 A.M.

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

**NOTICE OF INVITING PROPOSALS
REQUEST FOR PROPOSALS**

**RFP 24-13JB
Physical Education Enrichment Program**

NOTICE IS HEREBY GIVEN that the Colton Joint Unified School District of San Bernardino County, State of California, acting through its Governing Board, hereafter referred to as the “District”, is soliciting proposal in response to **RFP No. 24-13JB Physical Education Enrichment Program** to provide expanded learning opportunities during the school day that contributes to the improvement of student academic achievement and overall student success. The RFP documents are available at ww.cjUSD.net, Departments, Purchasing, Contracting Opportunities.

RFP’s will be accepted for the Physical Education Enrichment Program prior to **11:00 a.m. on the 28th day of November, 2023. Proposals must be submitted in writing and hand delivered to the Colton Joint Unified School District Purchasing Office located at 1212 Valencia Drive Colton, CA 92324. Any RFP’s received after the date and time specified above shall be returned unopened.**

RFP responses must conform and be responsive in accordance with the RFP Documents posted on the District’s website and with any addenda issued.

Contract award is contingent upon availability of funds. Local, Minority and Disabled Veterans Businesses are specifically encouraged to respond. The District reserves the right to accept or reject any or all proposals, and to accept or reject any item, to withdraw a line item or entire RFP, and to waive any irregularities or informalities in the Bid document(s). The District may award any, all, or none of this RFP. Contract will be awarded based on the evaluation criteria listed in the RFP.

By: JoAnn Baeza, Director of Purchasing, Print Shop and Warehouse

1 st Publication:	November 3, 2023
2 nd Publication:	November 10, 2023
Request for Clarification:	November 17, 2023 at 9:00 A.M.
RFP Due :	November 28, 2023 at 11:00 A.M.

TABLE OF CONTENTS

TABLE OF CONTENTS	3
1.0 GENERAL BACKGROUND ON THE DISTRICT	4
2.0 PURPOSE OF THE RFP	4
3.0 INSTRUCTIONS TO PROPOSERS	4
4.0 SUBMISSION OF PROPOSALS	5
5.0 CONTENTS OF THE RFP	5
6.0 PROPOSAL EVALUATION CRITERIA & SCHEDULE OF EVENTS:	7
7.0 SUPPLEMENTAL TERMS AND CONDITIONS	8
8. SCOPE OF SERVICES	15
PRICE PROPOSAL FORM	18
VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION	25
EQUAL OPPORTUNITY CERTIFICATION	26
NON-COLLUSION AFFIDAVIT	27
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	28
FAR Subpart 9.4—Debarment, Suspension, and Ineligibility	28
CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION	29
Education Department of General Administration Regulation (EDGAR)	31
Federal Funding Contract Compliance Form	31

General Background on the District/Purpose of the RFP

1.0 GENERAL BACKGROUND ON THE DISTRICT

The mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens, by providing engaging, challenging and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

Colton Joint Unified School District is located in the Inland Empire area of Southern California. The District serves the communities of Colton, Bloomington and Grand Terraces and small portions of Fontana, Rialto and San Bernardino. The District is currently serves approximately 20,000. Today, the District has 18 elementary, 4 middle, and 4 high schools. For additional information on the District visit Colton Joint Unified School District website at www.cjUSD.net.

2.0 PURPOSE OF THE RFP

The Colton Joint Unified School District (CJUSD) is soliciting and issuing this Request for Proposals (“RFP”) from interested parties who can provide Physical Education Enrichment Programs for District students during the school day that contributes the improvement of student academic achievement and overall student success. The program must integrate with the regular school day while providing a safe physical and emotional environment, opportunities for relationship building and promotion of active student engagement.

The program will be funded through the Expanded Learning Opportunities (ELO) Program to provide supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other support.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Notice Inviting Proposals - All vendors are invited to submit a proposal in accordance with the terms and conditions stated in the Request for Proposals (RFP) to provide Physical Education Enrichment Programs for District students during the school day that contributes the improvement of student academic achievement and overall student success. A copy of the RFP documents can be downloaded by accessing the District’s web site at ww.cjUSD.net, Departments, Purchasing, Contracting Opportunities.

3.2 Questions - All questions or requests for clarification regarding this proposal are to be submitted via email to joann_baeza@cjUSD.net no later than **November 17, 2023 at 9:00 A.M.** to be considered. Addenda providing clarification or corrections will be done formally posting on District website at ww.cjUSD.net, Departments, Purchasing, Contracting Opportunities. Ultimately, it is the sole responsibility of each proposer to periodically

check the web site for any addenda postings. Acknowledgement of all addenda is a requirement on the RFP responses. Failure to acknowledge any addendum may result in rejection of the Proposal. Contact with any other individual, other than a member of the District's Purchasing Department may be grounds for rejection. Any RFP may be withdrawn by the Proposer by written communication to the Director of Purchasing at any time prior to the scheduled closing time for receipt of bids. Proposers are advised that the District reserves the right to amend the RFP documents at any time. If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the RFP documents, proposer shall immediately notify the District via email to Joann_baeza@cjud.net. Please note, **questions and/or requests for clarifications must be submitted no later than Friday, November 17, 2023 by 9:00 a.m. The subject line of the email must read "RFP 24-13JB Physical Education Enrichment Program".**

4.0 SUBMISSION OF PROPOSALS

4.1 **Proposal Due Date & Opening** - The RFP must be received on or before the time indicated in the Notice Inviting Proposals, late bids are not allowed.

It is the Vendor's sole responsibility to ensure that RFP's are received in the Purchasing Department of the Colton School District prior to the due date and time. The District is not responsible for any not received prior to the RFP due date and time.

4.2 **RFP Proposal Form** - Vendors must use the documents in this bid packaged the vendor warrants that the individual is duly authorized to sign or enter into a contract on behalf of the proposer. **Vendor must submit one original RFP and an electronic copy of the RFP to be submitted on a USB.**

5.0 CONTENTS OF THE RFP

5.1 **Proposal Format** - Each proposal should address the following items in the order listed below. Be sure to include information on all items requested in the RFP document. The RFP response is to demonstrate the qualifications, competence and capacity of the firm as well as specify the approach in conformity with all federal, state, District, and local requirements:

- A. Cover Letter/Letter of Interest** – Include a cover letter stating the eligibility of the respondent to respond to this RFP, a brief description of the respondent and statement of interest.
- B. Description of Company** – Include a description of qualifications. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- C. Personnel and Staffing Resources** – Submit resume(s) or profiles of the lead coach individual(s) who will be assigned to provide the requested services, including qualifications and recent related experience providing similar services. An affirmative statement should be included that the company and all assigned key professional staff are

currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.

D. Capacity and Methodology – Describe the approach to provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of service while meeting all deadlines.

E. Experience and References – Description of past performances of similar service and related experience. The Respondent is required to submit a list of other school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the (1) number of students, (2) date and services were performed, (3) client name, (4) client contact name and email.

If applicable, specify any services that may have been provided for the District previously. State the scope and size of each service, and the beginning and ending dates of service

F. Respondent Questionnaire – Each Respondent must completely answer the questions of this document.

G. Customer Service Commitment – Describe the respondent’s philosophy and approach for meeting the District’s objective as it relates to student success and academic achievement.

H. Certifications and Attachments – Complete and submit the attached certifications and attachments to this RFP.

In addition to the above, at a minimum, the following documents will be required of the successful Respondent(s):

- W-9 Tax Form, submit with proposal
- Workers’ Compensation Form, submit with proposal
- Equal Opportunity Certification, submit with proposal
- Debarment, Suspension & Exclusion Certification, submit with proposal
- EDGAR Federal Funding Contract Compliance Form, submit with proposal
- Non-Collusion Affidavit, submit with proposal
- Local Contact Name and information in California, submit with proposal
- Proof of DOJ Fingerprinting clearance of Respondent’s employees, upon award
- Insurance Certificates w/District listed as additional insured, upon award

6.0 PROPOSAL EVALUATION CRITERIA & SCHEDULE OF EVENTS:

6.1 Proposal Acceptance - Failure to submit the information requested may result in the District’s request for prompt submission of missing information and/or giving a lower evaluation score on the proposal. The District reserves the right to reject proposals which

are incomplete or lack material information. Issuance of this RFP and receipt of proposals does not commit the District to make an award. The District reserves the right to postpone opening, to accept or reject any or all proposals received, to waive any informality or irregularity in the proposal response, to negotiate with other than the highest ranked proposer, or to cancel all or any part of this RFP, all in the best interest of the District. Any award will be contingent upon available and approved funding. No proposal may be withdrawn for a period of ninety (90) days after stated due date of proposal response. No proposal or proposal modification received after the due date will be considered.

6.2 Proposal Evaluation- All Proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract. In this case, price will be one of the most heavily weighted criteria; though the District will also consider the prospective Vendor’s ability to meet minimum technical specifications for the services as described in the RFP, as well as other relevant factors.

6.3 Proposal Evaluation Criteria - RFPs will be evaluated as follows:

- a. Quality of proposed plan for delivery of Physical Education Enrichment Programs;
- b. Respondent’s past experience with K-12 for same or similar work/firm’s expertise and background, personnel qualifications, etc.;
- c. Performance References
- d. Cost, Best Value Pricing Structure
- e. Proposal format, organization and clarity

During the evaluation period, the District reserves the right to conduct on District site, telephone or email conversations with a Respondent to clarify proposals, competitively negotiate, ask questions or obtain additional information.

Once a proposer has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations:

Criteria	Weight
Quality of proposed plan for delivery of Physical Education Enrichment Programs	20
Respondent’s past experience with K-12 for same or similar work/firm’s expertise and background, personnel qualifications, etc.	15

Performance References	25
Proposal offering “Best Value” services for student success	30
Proposal format, organization and clarity	10
Total Points	100

6.4 Schedule of Events* -

- Closing Date for RFP Questions Friday, November 17, 2023 at 9:00 a.m.
 - Proposal Due Date Tuesday, November 28, 2023 at 11:00 a.m.
 - Anticipated Board Approval December 14, 2023*
- Contract Award

**Dates are subject to change.*

6.5 Oral Presentation -

The District may, at its sole discretion, shortlist selected bidders for virtual presentations. The proposer should be prepared to present such information in order that the Committee can effectively and objectively analyze all documentation proposed to provide Youth Enrichment Programs. Vendors invited for oral presentations must be represented by the individual who will be the prime contact person assigned to the District, and other key team members. A Proposer’s inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intend to Award will be sent to the company or companies selected. Award shall be made to the qualified Vendor(s) whose proposal is determined will provide the best service at the most economical cost to the school District.

7.0 SUPPLEMENTAL TERMS AND CONDITIONS

7.1 **Acceptance** - The District reserves the right to reject any and all RFP responses; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal.

7.2 **RFP Modifications/Qualifications by Respondent** - The full and complete RFP response requirements shall remain constant regardless of any other products and services, or approach to the solution the respondent may offer in the RFP response. An RFP response to any specific item of this RFP with terms such as “negotiable”, “will negotiate” or similar, may be considered non-responsive to that specific item. Partial responses, changes, additions, deletions, or exceptions to this RFP by the Respondent, which are not specifically called for in the RFP documents, may result in the District’s rejection of the RFP response.

7.3 **Failure to Provide Requested Information** - Failure of a Respondent to provide any required documentation or information requested in this package may result in rejection of their RFP.

7.4 **Legal Requirements** - All Respondents are required to comply with and be bound by all applicable provisions of laws of the State of California whether or not required herein.

7.5 **Award of RFP** - This RFP implies no obligation to purchase services. The District reserves the right, and may award any, all or none of this RFP.

7.6 **Communication of Award** - RFP awards made by the Board of Education shall not become binding upon the District until communicated in writing to the successful Respondent by the Purchasing Department.

7.7 **Alternate Sources** - Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources, when deemed to be in the best interest of the District.

7.8 **Specifications** - The District shall be the sole judge as to whether the Respondent's proposal meets the District's requirements and specifications.

7.9 **Funds** - Purchase is contingent upon availability of funds.

7.10 **Term** - The initial term of the Agreement shall be from January 1, 2024 through June 30, 2024. The agreement may be extended upon approval of the Board of Education for four (4) additional successive one-year extensions, at the sole discretion of the District, not to exceed any accumulative total of five (5) years. Pricing shall be held firm for the duration of the contract.

7.11 **Payment And Invoicing** - The Respondent(s) will make no separate invoicing and will receive no separate payment for activities performed outside of the Agreement and Scope of Work which shall be in accordance with the specifications called out in this RFP.

7.12 **RFP Withdrawal** - Any Proposal may be withdrawn by the vendor by selecting the "Unsubmit Proposal" button at any time prior to the scheduled closing time for receipt of bids.

No Respondent may withdraw their proposal for a period of ninety (90) days after the RFP opening.

7.13 **Experience** - The Respondent, by submitting a RFP, indicates that they have the ability, fitness and expertise to fulfill the terms and conditions of the RFP, and has been successful in services associated with this RFP for a period of at least (2) years.

7.14 **Debarment, Suspension & Exclusion** - The successful Respondent(s) shall certify that the firm is presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal Department Agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Respondent or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal. See page 28 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion).

7.15 **Covenant Against Gratuities** - The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any other agent or representative of the respondent, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the RFP. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which respondent agreed to supply shall be borne and paid for by the respondent. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the law.

7.16 **Contract Termination** - Default - In addition to any other rights of termination or any other remedies available at law or in equity, including but not limited to, liquidated damages, if District determines that a default or violation under the contract has occurred, it shall provide written notice to the Vendor describing the default or violation and it shall require the default or violation to be cured within five (5) business days. If the default or violation is not cured within that five (5) day period, the District may exercise its right to terminate the contract. In the event of a termination, District shall send a notice of termination in any manner acceptable as described in Notices, to the Vendor declaring the contract to be terminated as of the date provided in the notice.

7.17 **Unsatisfactory Performance** - If, at any time during the performance of the contract it is determined that Vendor's Services are unsatisfactory, the District shall provide written notice to the Vendor describing the unsatisfactory performance and a reasonable cure period. If the performance remains unsatisfactory at the end of the cure period, the District shall provide notice to the Vendor and the District shall have the right to terminate the contract as may be stated in the notice. In the event of a termination, the District is obligated to make payments only for services rendered up to the notice of termination.

7.18 **Convenience** - In addition to any other termination conditions, the District may terminate this contract, in whole or in part, for any reason whatsoever. The District will give 90 days' advance written notice.

7.19 **Examination And Audit** - The District reserves the right, at all times, to inspect and of the work, including reviewing the Bidder's records as well as observing work performance to determine the Bidder's conformance with the agreement.

Any failure of the District during the progress of work to discover work not in accordance with the agreement shall not be deemed an acceptance thereof, nor a waiver of defects therein; and no payments by the District shall be construed to be an acceptance of work which is not strictly in accordance with the terms and conditions of this Agreement.

7.20 **Audit Records** - The Bidder shall keep, in accordance with Generally Accepted Accounting Principles, books, statements, accounts and records pertaining to this Agreement. The vendor will preserve the books, statements, accounts and records for a period of four (4) years after the last day of the transition period following the expiration or termination of this Agreement.

7.21 **Access** - For the purposes of such audits, the Bidder shall provide to the District (and its designees) access to the part of any facility at which the Bidder is providing the services, to vendor personnel and to data and records relating to the services. The Bidder shall provide reasonable assistance during the audit and will cooperate reasonably with the District in connection with audit functions and with regard to examinations by regulatory authorities. The District's auditors shall comply with the Bidder's reasonable security measures.

7.22 **Compliance With Laws** - In connection with the furnishings of services or performance of work under this RFP, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

7.23 **Proof of Insurance** - The Provider shall not commence work or allow any work to be done under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the District. District shall be named as a co-insured in all said insurance policies. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability of amount of insurance until notice has been mailed to the District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

"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."

7.23.1 Insurance Limits -

I. **General Liability:**

Commercial General Liability with limits of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage.

Contractor's insurance to be primary and non-contributory.

30-day notice of intent to cancel, non-renew, or make material change in coverage.

School District to be covered as Additional Insured for all ongoing and completed operations.

II. **Automobile Liability:**

\$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

Coverage to include "Owned, Non-Owned, and Hired" automobiles.

30-day notice of intent to cancel, non-renew, or make material change in coverage.

III. **Professional Liability (Errors & Omissions)**: \$1,000,000 per claim. 30-day notice of intent to cancel, non-renew or make material change in coverage

“Additional Insured” is not required.

IV. Workers’ Compensation/Employer’s Liability

Workers’ Compensation insurance as required by the state of California with a Certificate of Insurance indicating “statutory” limits. 30-day notice of intent to cancel, non-renew, or make material change in coverage. Employer’s Liability, \$1,000,000 per accident for bodily injury or disease.

V. Sexual Abuse or Molestation:

Sexual Abuse or Molestation \$1,000,000 per occurrence, and \$3,000,000 aggregate.

Please Note: The District is aware the above listed insurance requirements may increase the cost of the vendor’s proposal. All proposed costs should be inclusive of these requirements.

7.24 **Public Liability And Property** - The Proposer shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect the Proposer and District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this contract, in amounts set forth in the Agreement. The Proposer shall require the subcontractors, if any, to take out and maintain similar public liability and property damage insurance in appropriate amounts.

7.25 **Workers’ Compensation Insurance** - The Proposer shall provide, during the life of this contract, workers' compensation insurance for all employees hired by the Proposer and engaged under this contract on or at the site of the project and, in case any of the work is sublet, the Proposer shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employees not covered by a subcontractor's insurance shall be covered by the proposer's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under Workers' Compensation Statute, the Proposer shall provide or shall cause subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Proposer shall file with the District certificates of insurance protecting workers.

7.26 **Hold Harmless** - The proposer agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the proposer and any person, firm, or corporation employed by the proposer upon or in connection with the work called for in this agreement except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, agents, or

independent contractors who are directly employed by the District or for defect in design furnished by such persons.

Any injury to or death of persons or damage to property sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.

The provider, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

7.27 **Indemnification** - The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent(s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named additional insured.

7.28 **Bid Protest** - Vendors may protest a contract award if he/she believes that the award was inconsistent with the RFP specifications, or was not in compliance with law.

A protest must be filed in writing with the Director of Purchasing or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A Bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

The bidder may appeal the Director of Purchasing or designee's decision to the Assistant Superintendent of Business Services. The Assistant Superintendent of Business Services or designee shall provide reasonable notice to the bidder of the time for Assistant Superintendent of Business Services consideration of the contract award. The Assistant Superintendent of Business Services shall be final.

RFP No. 24-13JB Physical Education Enrichment

8. SCOPE OF SERVICES

Colton Joint Unified School District has identified minimum program content and vendor requirements below. Of equal importance to your program content is how you operate and manage your program daily and weekly at the school site. This includes vendor staff training, preparedness and consistency, and regular communication with the Director of School Improvement and Accountability, school site administration and site staff.

In your proposal, please clearly describe how your firm will meet or exceed these minimum requirements. Responses to all numbered points are required so that proposals can be evaluated “apples to apples.” Please do not submit marketing literature - however, you may discuss how your firm achieves the desired outcomes and how your approach differs from competitors. (8 page response limit this section)

- All coaches will need to come to the school sites with activities planned and prepared.
- Coaches must communicate and model the social-emotional concept for the week, so that the concept is clear to students and school staff.
- Coaches must communicate and model the physical activity skill for the week, so that the concept is clear to students and school staff.
- Transitions between the vendor activity time and the classroom need to be seamless.
- Each coach, prior to starting at the school site, must be fully onboarded and trained in the curriculum, proactive managerial skills with students, processes and policies of both the vendor and Colton Joint Unified School District. Vendor employees must be fully equipped to serve and support the site, and cannot be a drain on the limited time resources of school staff.
- Vendor must fully manage and supervise their assigned staff.
- Consistent communication with the Director, site administration and site staff throughout the year is an absolute must.

[Schedule of Services Dates and Times](#)

School Sites to be served:

Abraham Lincoln Elementary School, 444 E.Olive Street, Colton, CA 92324
Alice Birney Elementary School, 1050 E. Olive Street, Colton, CA 92324
Cooley Ranch Elementary School, 1000 S. Cooley Drive, Colton, CA 92324
Crestmore Elementary School, 18870 Jurupa Avenue, Bloomington, CA 92316
Grand Terrace Elementary School, 12066 Vivienda Avenue, Grand Terrace, CA 92313
Jurupa Vista Elementary, 15920 Village Drive East, Fontana, CA 92337
Mary B Lewis Elementary School, 18040 San Bernardino Avenue, Bloomington, CA 92313
Michael D'Arcy Elementary School, 11645 Elm Avenue, Fontana, CA 92337
Paul J Rogers Elementary School, 955 W Laurel Street, Colton, CA 92324
Reche Canyon Elementary School, 3101 Canyon Vista, Colton, CA 92324
Ruth Grimes Elementary School, 1609 Spruce Avenue, Bloomington, CA 92316
Smith Tech Academy, 9551 Linden Avenue, Bloomington, CA 92316
Sycamore Hills Elementary School, 11036 Mahogany Drive, Fontana, CA 92337
Terrace View Elementary School, 22731 Grand Terrace Road, Grand Terrace, CA 92313
Ulysses S Grant School, 550 W Olive Street, Colton, CA 92324
Walter Zimmerman Elementary School, 11050 Linden Avenue, Bloomington, CA 92316
William McKinley Elementary, 600 W Johnston Street, Colton, CA 92324
Woodrow Wilson Elementary, 750 S 8th Street, Colton, CA 92324

Partner Agency will:

- Provide dedicated staff to support the programming
- Operational -
 - On site coordinator (lead coach)
 - 4 coaches per site (a total of 5 staff members must be present on days of services, one lead coach and 4 coaches)
- Dedicated professional learning staff to provide vendor staff with ongoing support
- Program/Curriculum-
 - Well developed curriculum supported by staff who have teaching and SEL/physical education
- Staffing
 - Proven track record of having available staff as contracted and agreed upon
 - Availability of substitutes as needed, and the operations staff to ensure daily staffing needs are met in a timely manner
 - Vendor managers/leaders available to resolve any staffing or programmatic issues on a daily basis
- Partnerships and Relations
 - Dedicated vendor staff to provide support to 18 school sites
 - Responsive and flexible to CJUSD needs

Proposed Schedule provides the dates required for 10 school sites; the remaining school sites are flexible with the dates assigned to them. The vendor will meet with each elementary school for 10 days per site, January 16, 2024 - May 31, 2024. Services are to be provided from 7:45 am - 1:55 each day, with a 30 minute break, total number of hours per day is 5.75. Please see the schedule of services in this document for scheduled dates. Response will be paid based on the hourly rates provided to the District.

PRICE PROPOSAL FORM

RFP No. 24-13 Physical Education Enrichment Programs

Under penalty of perjury, the undersigned does hereby agree to provide and complete all services in accordance with the entire RFP No. 24-13JB documents, including but not limited to addenda acknowledged based on the fee schedule provided shown below or attached hereto above:

PRICE FORM			
School Site	Total Number of Hour	Hourly Rate	Total Cost for Coaches
Alice Birney Elem. Coach Hours	230	\$	\$
Alice Birney Elem Lead Coach Hours	57.5	\$	\$
Cooley Ranch Elem Coach Hours	230	\$	\$
Cooley Ranch Elem Lead Coach Hours	57.5	\$	\$
Crestmore Elem. Coach Hours	230	\$	\$
Crestmore Elem. Lead Coach Hours	57.5	\$	\$
D'Arcy Elem. Coach Hours	230	\$	\$
D'Arcy Elem. Lead Coach	57.5	\$	\$
Grand Terrace Elem. Coach Hours	230	\$	\$
Grand Terrace Elem Lead Coach Hours	57.5	\$	\$
Grant Elem. Coach Hours	230	\$	\$
Grant Elem. Lead Coach Hours	57.5	\$	\$
Grimes Elem. Coach Hours	230	\$	\$
Grimes Elem. Lead Coach Hours	57.5	\$	\$

Jurupa Vista Elem. Coach Hours	230	\$	\$
Jurupa Vista Elem Lead Coach Hours	57.5	\$	\$
Lewis Elem. Coach Hours	184	\$	\$
Lewis Elem. Lead Coach Hours	46	\$	\$
Lincoln Elem. Coach Hours	230	\$	\$
Lincoln Elem. Lead Coach Hours	57.5	\$	\$
McKinley Elem. Coach Hours	230	\$	\$
McKinley Elem. Lead Coach Hours	57.5	\$	\$
Reche Canyon Elem. Coach Hours	230	\$	\$
Reche Canyon Elem. Lead Coach Hours	57.5	\$	\$
Rogers Elem. Coach Hours	230	\$	\$
Rogers Elem. Lead Coach Hours	57.5	\$	\$
Smith Elem. Coach Hours	230	\$	\$
Smith Elem. Lead Coach Hours	55	\$	\$
Sycamore Hill Elem. Coach Hours	230	\$	\$
Sycamore Hill Elem. Lead Coach Hours	57.5	\$	\$
Terrace View Elem. Coach Hours	230	\$	\$
Terrace View Elem. Lead Coach Hours	57.5	\$	\$
Wilson Elem. Coach Hours	230	\$	\$
Wilson Elem. Lead Coach Hours	57.5	\$	\$
Zimmerman Elem. Coach Hours	138	\$	\$

Zimmerman Elem. Lead Coach Hours	34.5	\$	\$
		Total	

The undersigned has read the specifications, instruction and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver services in strict accordance with these specifications, in BIDDER ACKNOWLEDGES

THE FOLLOWING ADDENDUM:

Number Number Number Number Number Number Number Number

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

structions, conditions and provisions, and the prices quoted herein:

Name of Firm _____

Address: _____

Phone: _____ Email: _____

By _____ Title: _____

Signature

SAMPLE AGREEMENT

PHYSICAL EDUCATION ENRICHMENT PROGRAM

Colton Joint Unified School District

This Agreement is hereby entered into between the **Colton Joint Unified School District** hereinafter referred to as the (“DISTRICT”) with its principal place of business located at 1212 Valencia Drive, Colton, CA 92324 and _____ hereinafter referred to as (“PROVIDER”) with a mailing address of _____.

RECITALS:

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, the PROVIDER itself is, or those hired by the PROVIDER are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the DISTRICT and the PROVIDER mutually agree to enter into this Agreement as follows:

ARTICLE I: PERIOD OF AGREEMENT

A. This Agreement is effective _____ through _____, unless terminated prior to the end of the term pursuant to the provisions of Article III of the Standard Terms and Conditions, attached hereto and incorporated herein by reference (“Standard Terms and Conditions”).

B. The term of this Agreement may be extended upon mutual agreement of the parties hereto.

ARTICLE II: SCOPE OF WORK

The PROVIDER will provide _____ as further described in the RFP Scope of Work (“Services”). The District may increase or decrease the number of students requiring services as needed.

The PROVIDER’s proposal shall not be made part of this Agreement. In the event of any conflicting terms this Agreement shall control.

ARTICLE III: COMPENSATION FOR SERVICES AND INVOICING

A. Compensation.

The DISTRICT agrees to compensate the PROVIDER for Services rendered satisfactorily at a not to exceed cost of _____ to be invoiced on a monthly basis for Services actually provided.

The PROVIDER's compensation is inclusive of all Services hereunder and the DISTRICT will pay no separate amount for travel or other expenses of the PROVIDER under this Agreement.

B. Invoices.

As part of the DISTRICT's year end process, all invoices for Services rendered during this fiscal year must be received by the DISTRICT not later than July 15 of the subsequent fiscal year during which Services were provided. Failure to submit invoices by the date may result in late payment of invoice.

The purchase order number should always be referenced in any correspondence or invoices submitted pertaining to this Agreement to the DISTRICT. Invoices must reference the purchase order number and be submitted to the following address to process for payment:

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

ARTICLE IV: NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324

ARTICLE V: STANDARD TERMS AND CONDITIONS

This Agreement constitutes a part of a whole including the Standard Terms and Conditions. PROVIDER understands that no one document supersedes the other but holds equal precedence and are intended to be complementary.

ARTICLE VI: COMPLETE AGREEMENT

RFP No. 24-13JB , this agreement, terms on the purchase order and addenda incorporated herein by reference, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. The terms of RFP No. 24-13JB and this Agreement will prevail over any different or additional terms in Respondent's proposal unless agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

ARTICLE VII: PROVIDER EVALUATION AND MONITORING

The DISTRICT will monitor and evaluate the progress and performance of PROVIDER to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Program Goals, as measured by the DISTRICT's compliance requirements and standards, which are set forth in the RFP Scope of Work, attached hereto and incorporated herein by reference ("Program Goals and Compliance Requirements"). As part of the evaluation process the DISTRICT will require the PROVIDER to provide all necessary and relevant documentation to assist the DISTRICT in monitoring the Program Goals and Compliance Requirements. In addition, the PROVIDER shall cooperate and permit the DISTRICT, and any other duly authorized agent or third-party consultant of the DISTRICT, to monitor all activities conducted by the PROVIDER pursuant to the terms of this Agreement. The designated evaluators and monitors, shall in their sole discretion as deemed necessary or appropriate, have access to any program data, special analyses, planning documents, formal audit examinations, or any other reasonable procedures for purposes of monitoring PROVIDER's performance under this Agreement. PROVIDER will collaborate in a timely manner with the DISTRICT to resolve issues pertaining to delivery of the Services, program quality, documentation, and invoicing. PROVIDER shall refund to the DISTRICT any amounts paid by the DISTRICT that were the result of overbilling, or the result of any pricing or billing errors in favor of PROVIDER which may have occurred during the term of the Agreement as identified in Article I.

ARTICLE VIII: CONFLICT OF INTEREST

PROVIDER affirms that no PROVIDER employee or representative has participated in or attempted to influence DISTRICT's decision-making concerning this Agreement including (a) influencing or attempting to influence an officer, employee, or member of the Board of Education of the DISTRICT; or (b) making an offer for any gratuities, favors, or anything of monetary value to an officer, employee, or member of the Board of Education of the DISTRICT for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement. PROVIDER acknowledges that it has read and accepts the DISTRICT policies dealing with conflicts of interest, including BP 2710, AR 2710, and AR 2712.

ARTICLE VIII: AUTHORIZATION WARRANTY : The Respondent hereby represents and warrants that the person executing this Agreement for the Respondent is an authorized agent who has actual authority to bind the Respondent to each and every term, condition, and obligation set forth in this Agreement; and that all requirements of the Respondent have been fulfilled to provide such actual authority.

The DISTRICT hereby represents and warrants that the person executing this Agreement for the DISTRICT is an authorized agent who has actual authority to bind the DISTRICT to each

and every term, condition, and obligation set forth in this Agreement; and that all requirements of the DISTRICT have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

PROVIDER

COLTON JOINT UNIFIED SCHOOL
DISTRICT

Signature

Signature

Print Name & Title

Date: _____

Date: _____

VENDOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, 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 this 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 Workers’ Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Print Name & Title

Date

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

EQUAL OPPORTUNITY CERTIFICATION

To: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone () _____ FAX () _____

Number of Employees _____

This firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature

Print Name & Title

Date

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)

)ss.

COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other Respondent, 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 RFP are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her RFP 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, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

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

(Signature)

(Printed Name)

(Date)

Notarization is not mandatory

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

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither _____ nor

Name of Respondent

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 Respondent/offer or/contractor or any lower participant is unable to certify to 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 Respondent on the _____ day of _____ 20 ____ for the purposes of submission of this RFP.

By

Signature

Typed or Printed Name

Title

Date

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Colton Joint Unified School District ("District") and _____ ("Contractor"); Agreement dated, _____, 20__ ("Agreement").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has taken at least one of the following actions with respect to the work that is the subject of the Agreement ("Work") (check all that applies):

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has

not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by Colton Joint Unified School District for any contract resulting from this procurement process. Colton Joint Unified School District is the sub grantee 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.

BREACH OF CONTRACT BY EITHER PARTIES

(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 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 Colton Joint Unified School District, the District reserves all rights and privileges under the laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

TERMINATION FOR CAUSE OR FOR CONVENIENCE

(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 Colton Joint Unified School District, the District 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 Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Colton Joint Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Colton Joint Unified School District believes, in its sole discretion that it is in the best interest of Colton Joint Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by Colton Joint Unified School District as of the termination date if the contract is terminated for convenience of Colton Joint Unified School District. Any award under this procurement process is not exclusive and Colton Joint Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest Colton Joint Unified School District.

Does vendor agree? Yes _____ Initials of Authorized Representative of Vendor

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

(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 Colton Joint Unified School District, the vendor certifies that during the term of an award for all contracts by Colton Joint Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CLEAN AIR ACT (42 U.S.C.7401-7671q.)

(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 Colton Joint Unified School District, the vendor certifies that during the term of an award for all contracts by Colton Joint Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does the vendor agree? _____ YES Initials of Authorized Representative of Vendor

DEBARMENT AND SUSPENSION

(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 list 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 Colton Joint Unified School District, the vendor certifies that during the term of an award for all contracts by Colton Joint Unified School District resulting from this procurement process, the vendor 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 vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

(F) 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 Colton Joint Unified School District, the vendor certifies that during the term and after the awarded term of an award for all contracts by Colton Joint Unified City Unified School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. 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.
- 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 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 vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

When federal funds are expended by Colton Joint Unified School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees

or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES Initials of Authorized Representative of Vendor

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

When federal funds are expended by Colton Joint Unified School District for any contract resulting from this procurement process, the vendor 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, etseq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Company Name: _____

Address: _____

City: State: Zip: _____

Phone Number: Fax #: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

