



Stockton Unified School District, CA

REQUEST FOR PROPOSAL

RFP 26-27-02

ACADEMIC, EXTRACURRICULAR, AND EMOTIONAL SUPPORT SERVICES
FOR STUDENTS IN NEED

RELEASE DATE: July 14, 2026

RESPONSE DEADLINE: August 4, 2026, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Stockton Unified School District of Joaquin County, State of California, acting by and through its Governing Board, hereafter referred to, as the District, will receive sealed proposals per the due date listed below for:

RFP 26-27-02; Academic, Extracurricular, and Emotional Support Services for Students In Need

All proposals shall be made on the digital bid proposal form furnished by the District, unless otherwise indicated in the RFP documents. Proposers who wish to attain a copy of the bid including specifications and proposal forms for the purpose of preparing and submitting a proposal may do so by checking the District's e-Procurement site.

Proposals must conform and be responsive to the RFP Documents. **Please submit electronic responses via the District's e-Procurement Portal. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.** No proposer may withdraw their bid for a period of 120 days after the date set for the opening of bids.

Local and minority bidders are specifically encouraged.

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, or to waive any irregularities or informalities in the proposals or in the RFP. The District may award any, all or none of this RFP. Any resultant award by the Board of Education will be by Section to the lowest responsible bidders in accordance with PCC 20118.1. Following evaluation of all responsive proposals, the District will make a recommendation to their Board of Education at its regularly scheduled meeting.

Contract award is contingent upon availability of funds. This RFP is subject to the provisions of Education Code Section 45125.1. Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any school site. **All questions or request for clarification are to be submitted via the e-Procurement Portal's Question and Answer tab.** If a proposer discovers any ambiguity such as a conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the District in writing.

All bid proposals are due Tuesday, August 4, 2026 at 2:00 pm.

RFP Issued via The Stockton Record

By: Sheikia Wilson, Director of Purchasing

2. INTRODUCTION

2.1. Summary

The Stockton Unified School District (“District”) is a public TK-12 school district located in Stockton, in San Joaquin County, California, enrolling more than 34,000 students at its 55 schools as the fifteenth largest school district in the State. The mission of the District is to graduate every student college, career, and community ready, and in doing so, lift all youth out of circumstances of poverty and scarcity.

This Request for Proposals (“RFP”) describes academic, extracurricular, and emotional support services for students in need sought by the District and sets forth the RFP process and requirements. The District hopes to provide improved learning conditions and experiences through time, attention, and resources that disrupt and remove instructional, institutional, and cultural barriers for students needing extra assistance, so they may thrive through academic success, sense of belonging, and culturally relevant education. The District further hopes to address the need for a Culturally Responsive Curriculum, engaging in culturally relevant classroom instruction, effective classroom management strategies, anti-bias and equity training, and transformational professional development for school site personnel. The District also aims to address the academic and social-emotional needs of students.

2.2. Background

The District has the following goals for this RFP:

1. School Experience and Support

- A. Every student has an advocate
- B. Increase access to mental and social-emotional health resources and services
- C. Increase favorable school experience survey responses through Panorama
- D. Access to culturally responsive curriculum and pedagogy
- E. Decrease discipline rates (arrests, suspensions, referrals)

2. Academic Achievement

- A. Graduation rate increase
- B. Attendance and chronic absenteeism rate decrease
- C. Increase enrollment in: Advanced Placement, honors courses, Dual Enrollment, IB, AVID
- D. Increase proficiency in Math and ELA/English
- E. Increase achievement on State Standardized Assessments
- F. Increase number of students on track in A-G requirements
- G. Increase number of students at or above benchmark in literacy skills Decrease 1st time referrals for special education services

3. Engagement

- A. Increase levels of parent and family engagement
- B. Increase participation in extracurricular activities at school
- C. Increase presence of community organizations on campus

The Stockton Unified School District is the 17th largest school District in the State of California and provides TK-12 education services to over 39,000 students. located in Stockton, in the heart of California’s Central Valley. The District has pre-school and Adult School programs, is the Charter Authority for 11 active Charter schools and operates various administrative, maintenance, and support facilities to ensure high-quality educational programs and student services.

Additional information about the District, its schools, and programs is available on the [Stockton Unified School District website](#).

2.3. Contact Information

Sheikia Wilson

Director of Purchasing
2141 Robindale Ave

Stockton, CA 95202

Email: sheikiawilson@stocktonusd.net

Phone: (209) 933-7095

Department:

Purchasing Services

Department Head:

Sheikia Wilson

Director, Purchasing

2.4. Timeline

1ST PUBLICATION/ISSUANCE	July 14, 2026
2ND PUBLICATION	July 21, 2026
REQUEST FOR CLARIFICATION	July 28, 2026, 12:00am
DUE DATE	August 4, 2026, 2:00pm
INTERVIEWS (if applicable)	TBD

3. SECTION 3 - INSTRUCTIONS TO PROPOSERS

3.1. MINIMUM REQUIREMENTS:

EXPERIENCE: The Proposer must have a minimum of three (3) years' experience providing similar services in a K-12 school district environment.

KNOWLEDGE: The Proposer must have knowledge of (enter here) within a K-12 school district environment. Proposers shall outline this experience and knowledge in section ENTER SECTION HERE of the proposal.

3.2. RFP DUE DATE & OPENING:

All interested Proposers are invited to submit a Proposal in accordance with the terms and conditions stated in the RFP documents. Proposals can be submitted up to, but not later than Tuesday, August 4, 2026 at 2:00 pm **to the District's e-Procurement website.**

A copy of the RFP documents can be downloaded by accessing the District's OpenGov website accessible through: <https://procurement.opengov.com/portal/stocktonusd>.

Proposers are advised that the District reserves the right to amend the RFP documents at any time. Addenda providing clarification or corrections will be done formally through posting on the District's website.

It is the sole responsibility of each bidder to periodically check the District's website OpenGov portal for all addenda.

3.3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

Proposers shall submit all inquiries regarding this bid via the District's e-Procurement Portal, located at <https://procurement.opengov.com/portal/stocktonusd>.

Questions are due Tuesday, July 28, 2026 at 12:00 am.

All answers to inquiries will be posted on the District's e-Procurement Portal.

Proposers may also click “Follow” on this RFP to receive an email notification when answers are posted. It is the responsibility of the proposer to check the website for answers to inquiries.

3.4. ADDENDA NOTIFICATION:

Proposers are required to register for an account via the District's e-Procurement Portal hosted by OpenGov. Once proposer has completed registration, you will receive addenda notifications to your email by clicking “Follow” on this project. Ultimately, it is sole responsibility of each proposer to periodically check the site for any addenda at <http://procurement.opengov.com/portal/stocktonusd>.

Acknowledgement of all addenda must be submitted with bid response. Failure to acknowledge in writing the receipt of any addendum may result in rejection of proposal.

Contact with any other individual, i.e., District Departments, District Agents, Board Members, etc., regarding this solicitation during the RFP process other than the Buyer identified above or other than a member of the District's Purchasing Department may be grounds for rejection.

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 the Question-and-Answer tab of the solicitation.

*Please note the deadline for submitting clarification questions.

3.5. RESTRICTIONS ON LOBBYING AND CONTACTS:

For the period beginning on the date this RFP is issued and ending on the date a contract is awarded, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board (“Board”), selection committee members, or any member of the Citizens' Oversight Committee (if applicable), or with any employee of the District except for the individual designated to receive written clarifications and questions as described in this RFP. Any such prohibited contact shall be grounds for the disqualification of the respondent.

3.6. ACCEPTANCE AND REJECTION OF PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all proposals or to cancel this RFP.

3.7. LIMITATIONS:

This RFP does not obligate the District to award a contract or accept or contract for the Services described in this RFP. The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any respondent for the Services described herein. If the respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

3.8. FULL OPPORTUNITY:

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”) Small Local Business Enterprises (“SLBE”) and Small Emerging Local Business Enterprises (“SELBE”) shall be afforded full opportunity to submit Proposals in response to this RFP. No respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

3.9. AWARD OF CONTRACT

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any respondent for the Services described herein. If the respondent with the highestscoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

4. PROPOSAL SUBMISSION

4.1. RFP COST PROPOSAL SIGNATURE FORMS

The original signed Cost Proposal along with the Fee Declaration Form must be uploaded into the electronic response of the solicitation.

All proposal forms must be signed in blue or black ink. Digital signature will also be accepted; however, both ink and digital must bear the signature in longhand of the individual duly authorized to sign on behalf of the firm.

4.2. FINANCIALS

The District treats all financial documents as proprietary and confidential. All financial statements are to be submitted as a separate PDF file in the same questionnaire tab as your proposal. The file should be named "YOUR COMPANY NAME Financials".

4.3. PROPRIETARY INFORMATION

Should the Proposer include pages in their proposal with proprietary or confidential information, these must be clearly marked "PROPRIETARY AND CONFIDENTIAL" on the top header in bold red lettering. Only pages with this label will be exempt from public information disclosures.

The District is not responsible for the disclosure of pages with missing labels or those that did not follow the labeling guidelines.

4.4. EVIDENCE OF RESPONSIBILITY

A Proposer whose proposal is under consideration for award of the contract must have submitted to the District, at the time of opening, satisfactory evidence showing the firm's is properly licensed in California to perform services, and possess adequate financial resources, experience, expertise and personnel available for the performance of the contract.

4.5. MINIMUM REQUIREMENTS

Specifications and minimum vendor requirements are described in the various attachments to this RFP.

Proposers are required to carefully read all specification requirements before submitting a proposal. Proposers submitting proposals not meeting requirements outlined in this RFP may be subject to disqualification.

PROPOSERS WILL BE REQUIRED TO RESPOND PER THE SCOPE OF WORK OF THE RFP.

4.6. 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.

4.7. CONTRACT AWARD

SUSD will evaluate proposals based on its determination of how well each submission meets the requirements and objectives outlined in this RFP. The District reserves the right, in its sole discretion, to determine which proposal or proposals best serve the District's interests and may award a contract to one or more proposers, make a single award, or make no award at all.

Proposals will be evaluated using the criteria listed below; however, the District's evaluation is not limited to these criteria.

4.8. PROPOSAL EVALUATION CRITERIA

The District will evaluate all proposals that meet the deadline for submission and are responsive to the requirements set forth in this RFP. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a respondent, the following criteria will be considered:

- A. The qualifications, ability and capacity of the respondent to perform the required Services;
- B. Whether the respondent can perform the Services promptly, without delay or interference;
- C. The character, integrity, reliability, reputation, judgment, experience and efficiency of the respondent;
- D. The quality of performance under previous agreements or for similar services;
- E. The previous and existing compliance by the respondent with laws relating to the proposed Agreement and the program, including any required licenses;
- F. The affirmation of the respondent to enter into the District's proposed Agreement with no objection.

Proposals will first be evaluated by District staff to confirm that the proposals are complete and respondents are eligible to provide the Services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District's selection committee, which will evaluate the proposals based on the criteria listed below:

- **Experience and Qualifications - 35%**
- **Services Offered/Approach and Method - 25%**
- **Proposed Budget and Not to Exceed Fee - 25%**
- **References - 15%**

4.9. ORGANIZATION OF PROPOSAL

Proposals must conform and be responsive to the requirements set forth in this RFP.

Organize the proposal into sections, and in the order, as described below. Ensure that each section contains the information requested. The content of each section should specifically focus on demonstrating qualifications for the Services sought by this RFP and the project (if applicable).

1. COVER LETTER/INTRODUCTION

A letter of introduction signed by an authorized officer of the Proposer. If the Proposer is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall include:

- A. Respondent's legal name and fictitious name (if applicable).

- B. Address, include branch office, and point of contact.
- C. Telephone number and Email address.
- D. Identification of key team members.
- E. Identification of the individual(s) authorized to speak for Proposer during the evaluation process.
- F. Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- G. Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- H. Statement that respondent acknowledges and confirms that it will be willing and able to perform all of the Services described in this RFP.

2. PROPOSED PROJECT TEAM AND EXPERIENCE

- A. Include an organizational chart. The chart must identify all proposed members and their roles.
- B. Describe the proposed team to deliver Services, including lead professional responsible and key personnel and any subconsultants or subcontractors. Provide resumes for up to six (6) key personnel and subconsultants or subcontractors and explain how each will contribute to delivering the Services and meeting the District's needs.
- C. Demonstrate how the proposed team will communicate, collaborate, and work together and with the District.
- D. Summarize respondent's experience as relevant to the Services sought. Emphasize similar services performed for other public school districts.
- E. The District expects that the key members of the proposed team will deliver the Services through the proposed term of an awarded contract. If a key member must leave, the District reserves the right to approve that team member's replacement.

3. SERVICES OFFERED/APPROACH AND METHOD

- A. Describe the respondent's proposed Services and respondent's approach and methods in delivering the Services while meeting the District's requirements and needs. This may also include aspects such as customer service, safety, and any unique offerings or benefits that will be available to District if selected.

4. RELEVANT EXPERIENCE AND REFERENCES

- A. Provide a list of respondent's experience in delivering services similar to the services requested in this RFP to California public school districts or other relevant public entities within the past ten (10) years. References may be contacted to attest to the respondent's ability to perform the Services. Include the following information:

- Client name and location;
- Contact Name, title, phone number, and email address;
- Description of services performed;
- Start and completion date.

5. FEE PROPOSAL

- A. Include a proposed itemized budget and budget narrative. The following elements must be included in the Fee Proposal:
- B. Include current hourly fee schedule for each proposed team member, any support staff, and proposed subconsultants or subcontractors.
- C. Provide schedule of any proposed reimbursable expenses by category (e.g., travel, printing, postage, etc.).
- D. Provide hourly billing rates by position for any additional services beyond those requested in this RFP.

6. LITIGATION AND CLAIMS HISTORY

A. Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

B. Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, if any. A proposal failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

Questionnaire and Supplemental Documentation: In addition, to the proposal vendor is required to respond and upload all pertinent documents requested in **PROPOSER QUESTIONNAIRE** section of the e-Procurement Portal.

4.10. INTERVIEWS

The District may invite any respondents to meet with District staff within the District's discretion. Key members of respondent's proposed team will be expected to attend the interview. The interview will be an opportunity for the District to review the proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the District's form of Agreement may be the subject of inquiry at the interview.

5. SCOPE OF WORK

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from qualified firms to establish a pool of qualified providers to furnish (insert description of goods and/or services) for the Stockton Unified School District ("District") on an as-needed basis. The District may award contracts to one or more qualified Proposers. Selection to the qualified pool does not guarantee the award of any specific work or minimum amount of compensation.

5.1. SCOPE OF SERVICES:

1. Contractor shall:

- A. Provide support in Mentorship;
- B. Provide support to students in the areas of Leadership Development;
- C. Provide support to students in the areas of Enrichment: Dance, Art, and Music;
- D. Provide support to students in the areas of Academic Enrichment: All core (English, Math, Science, and History) subjects STEM and STEAM included;
- E. Provide support to students in the areas of social-emotional wellbeing, self-esteem development, and or health and mental wellness, and trauma;
- F. Provide support to students and families in the areas of parent education;
- G. Provide support to students with restorative justice practices/conflict resolution;
- H. Provide support to students with college planning and participation; i. Provide support to students with academic intervention;
- I. Provide support for students that meet the District's vision of graduating every student college and career ready by working under the guidance of the Career Technical;
- J. Provide work-based learning opportunities including but not limited to career readiness workshops in resume writing, interviewing skills, and professional skills; in addition to soliciting and securing job shadow and internship opportunities for students in alignment with the district's protocol;
- K. Provide programming that supports students by providing hands on programming and/or experiences in the integrated fields of Science Technology, Engineering, and Mathematics appropriate to the grade level

being served and the guidance and in alignment with the goals of the SUSD Career Technical Education & STEM department; and

L. Deliver programming and experiences that encourage diversity in the STEM workforce and emphasize the value of a diverse workforce.

2. Contractor shall foster community partnership in any of the following ways:

A. Parent education/workshops in:

- i) Improvement of students' attendance; (Strategies and resources to overcome barriers) ii) Improvement of students' academic achievement;
- iii) Positive discipline;
- iv) Parent advocacy for themselves;
- v) Impact of mental health; and
- vi) Cultural Classes (e.g., Dance, Music, Poetry/Spoken Word , etc.)

B. Foster/Adopted youth education/workshops in:

- i) Relationship building;
- ii) Attachment;
- iii) Self-harm, and trauma;
- iv) School adjustment;
- v) Substance abuse;
- vi) Suicide prevention; and
- vii) Intergenerational Programming

C. Restorative Justice practices and strategies that incorporate elements of culturally relevant traditions (circles, community accountability, and culturally relevance) which address:

- i) Student's misconduct and harm;
- ii) Peace making;
- iii) Issues of social and racial injustice;
- iv) Student mental health and suicide prevention; and
- v) Conflict resolution and navigating interpersonal conflict, and cultural healing practices

D. College planning and participation. Topics may include:

- i) Financial literacy;
- ii) Scholarship opportunities;
- iii) Time management;
- iv) Stress reduction/Wellness;
- v) Field trips to colleges/universities and/or vocational schools;
- vi) Guest speakers: careers, motivation; vii) Study skills: Writing college level papers, note taking, etc.
- viii) College Application Workshops and financial aid process; and
- ix) Test Preparation (SAT, ACT, etc.)

E. Students' participation in a direct in class, small group career mentoring, job training:

- i) Fieldwork, job-shadowing, internships, and externships; and
- ii) Vocational trade development and apprenticeship programs in various trades including construction, HVAC, electrical, plumbing, auto-mechanic, welding, including, high demand and underrepresented industries

F. Students mentoring and academic support including:

- i) Building support networks;
- ii) Help first year student physically navigate campus;
- iii) Provide academic and social emotional supports;
- iv) Academic enrichment in the subject areas of Math, History, English, and Science (including STEM and STEAM); and
- v) Enrichment in the areas of: Dance, Art, Music, and Culture

G. Students support in Leadership Development:

- i) Students will learn how to communicate effectively (utilizing written and spoken word, non- verbal language, electronic tools, and listening skills) in order to develop relationships, manage conflicts, and work across differences;
- ii) Students will develop a comprehensive set of practical skills and tools to rely on through leadership practice. Such skills and tools include time management, meeting management and agenda setting, group dynamics and team building;
- iii) Students will gain knowledge of diverse cultures, cross-cultural communication, the dynamics of privilege and oppression, and the uses of power between groups including experiences that foster the development of positive cultural identities; and
- iv) Students will learn about civic engagement and public policy, with an emphasis on understanding and analyzing local and national public policy, engaging with civic and community leaders, developing peer education and public speaking skills, and writing and publishing commentaries informed by culturally relevant public policy issues that impact their communities.

3. Contractor shall implement its services pursuant to the following requirements:

- A. Obtain all necessary and/or required licensing, insurance, staff CA DOJ clearances, etc.;
- B. Provide services to all students regardless of ability to pay, be reimbursed for, or current insurance status;
- C. Assess students where applicable, support, and provide all services that are required;
- D. Coordinate with the District on implementation details;
- E. Provide staffing to support schools throughout the District as appropriate, pursuant to a schedule;
- F. Supply and use appropriate equipment and materials to conduct workshops, mentoring, enrichment areas;
- G. Provide a full-time staff member to coordinate program and schedule support staff district-wide;
- H. Provide and create teams to conduct services and facilitate obtaining parent consent at various school sites throughout District (District consent forms must be used, otherwise, proposer must get District approval prior to distribution); and
- I. Document all student results and provide yearly report.

4. Other Programmatic and Staffing Requirements:

A. District may conduct unannounced site visits to oversee quality of the Services. Contractor's Services shall maintain full compliance with all applicable District and licensing requirements that is currently or may become effective. Contractor shall be properly registered and licensed with and by the State of California and any other governmental agency as may be required by law, and Contractor's use the School Site(s) to offer the Services shall comply with the terms of the Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over the Services and use of the School Site and facilities.

B. Health and Safety. Contractor agrees that it will deliver the Services offered in a competent, safe, sanitary and efficient manner at least comparable to other well managed operations of a similar type. Contractor shall comply with all legal obligations, as well as all local, state, and federal laws and regulations, in delivering the Services. Contractor represents that it is qualified to deliver the Services. Contractor shall be solely responsible for all aspects of the Services, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and the collection of fees in accordance with all applicable laws.

Contractor shall develop and observe security measures to protect children enrolled in the program and provided the Services, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by law.

C. Contractor, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and applicable licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Contractor's activities on the School Site.

D. Contractor shall at all times retain active, qualified, competent, and experienced personnel to supervise the Services and to represent and act for Contractor.

E. Contractor shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times.

F. Contractor shall not allow any person(s) in or about the School Site to use offensive language and/or act in a boisterous or otherwise improper manner.

G. Contractor shall maintain a close check over Contractor's personnel to ensure the maintenance of a high standard of service to the public.

H. Contractor shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:

i) If, in the reasonable judgment of District, Contractor's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Contractor's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Contractor shall replace the employee(s) immediately and shall not employ said employee(s) with the Services or on the School Site which are the subject of the Agreement.

ii) If Contractor's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the School Site, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Contractor with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Contractor, the employee shall be replaced immediately and shall not be employed on the School Site.

5. Confidentiality:

A. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 et. seq.), court issued subpoena, or other applicable federal or state law.

B. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 et. seq.) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

C. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly

authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

D. Student Records. District may disclose to Contractor information from student education records as permitted by 34 C.F.R. Section 99.31, as Contractor has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. Contractor shall be considered to be under the direct control of the District for the limited purpose of Contractor's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. Contractor shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Contractor shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, Contractor will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, Contractor shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

6. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications	Points Based	35 (35% of Total)
2.	Services Offered/Approach and Method	Points Based	25 (25% of Total)
3.	Proposed Budget and Not to Exceed Fee	Points Based	25 (25% of Total)
4.	References	Points Based	15 (15% of Total)

7. PROPOSER QUESTIONNAIRE

1. Fee Proposal Declaration*

The individual submitting this proposal hereby certifies that they are duly authorized to submit this proposal on behalf of the firm identified below.

By digitally confirming this submission, the proposer certifies that they have read, understand, and agree to comply with all specifications, instructions, terms, and conditions set forth in this Request for Proposals (RFP), including all addenda issued by the District. The proposer further certifies that the firm has the qualifications, experience, resources, and ability to provide all services described in this RFP at the prices submitted.

The proposer certifies that the proposal includes a complete and accurate pricing submission and that all costs, fees, and charges associated with the proposed services have been fully disclosed.

The proposer further certifies that, since the issuance of this RFP, no contact, discussion, or negotiation regarding this RFP has been conducted or will be conducted by any representative of the firm with any District employee, District agent, or Board member, except through the designated District contact identified in the RFP documents. The proposer understands that any such unauthorized contact may result in disqualification of the proposal.

The proposer further certifies that the firm is properly licensed, insured, and authorized to conduct business within the scope of this RFP in the State of California.

The proposer acknowledges that all requirements, terms, and addenda contained in this RFP are incorporated into this proposal and that, if selected by the District, the proposal shall be considered binding upon the proposer.

☐ Please confirm

*Response required

2. Bidder's Certificate Regarding Worker's Compensation*

Please download the below documents, complete, and upload.

- [Certificate Regarding Worke...](#)

*Response required

3. W-9*

Please download the below documents, complete, and upload.

- [Form W-9 \(Rev.pdf](#)

*Response required

4. Vendor Application*

Please download the below documents, complete, and upload.

- [Vendor Qualification Applic...](#)

*Response required

5. Fingerprint and Criminal Background Check*

Please download the below documents, complete, and upload.

- [susdfingerprinting and back...](#)

*Response required

6. Certification Regarding Debarment*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

*Response required

7. Debarment Verification*

Please enter your company's legal name or dba company name.

The company name must match what is listed on the submitted W9.

*Response required

8. Equal Opportunity Certification*

Please download the below documents, complete, and upload.

- [Equal Opportunity Certifica...](#)

*Response required

9. 2022 Executive Orders Compliance Statement*

On February 21, 2022, President Biden issued Executive Order 140651 imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-222 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order.

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website.

As part of this procurement, please select all that apply:

Select all that apply

- ☐ Your Firm is in compliance with the required economic sanctions of the Federal and State Orders.
- ☐ Your Firm has taken steps in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

*Response required

10. Executive Order Compliance Certification PCC 2202-2208*

Please download the below documents, complete, and upload.

- [Iran Contracting Act Certif...](#)

*Response required

11. Tuberculosis Form*

Please download the below documents, complete, and upload.

- [TUBERCULOSIS CLEARANCE.pdf](#)

*Response required

12. Has your firm reviewed the District's sample Independent Contractor Agreement, including the indemnification and insurance requirements, and does your firm agree to these provisions without exception if awarded a contract?*

- ☐ Yes
- ☐ No

*Response required

13. Throughout the life of the Contract, Vendor shall pay for and maintain in full force and affect the policies of insurance identified in the District's General Conditions as specified in Section INSURANCE REQUIREMENTS.*

Please acknowledge.

- ☐ Please confirm

*Response required

14. Please provide any additional information that you would like the District to consider as part of your proposal.

8. GENERAL TERMS AND CONDITIONS

8.1. TERM OF CONTRACT

The initial term of this contract is for one (1) year. The District may, at its sole discretion, renew any resulting agreement for up to four (4) additional one-year terms, subject to satisfactory performance, continued District need, mutual written agreement of the parties, and approval by the Governing Board.

Contract renewals shall be expressly contingent upon satisfactory vendor performance, as determined by the District.

The District reserves the right to decline renewal based on performance outcomes, programmatic needs, funding availability, or other operational considerations, and may re-solicit services for any season or year regardless of prior contract awards or renewals.

The District may cancel at any time with 30 days prior written notice. Any award made between the District and the successful proposing Vendor will consist of a District Agreement (a copy of which is included in this RFP package), this RFP document, all addenda, the Vendor's submitted proposal, all negotiation documents, District's Terms & Conditions, and any resulting Purchase Order(s).

8.2. PRICING:

Pricing shall remain firm and fixed throughout the initial contract term and any approved renewal periods.

8.3. PROPOSALS TO REMAIN OPEN:

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 60 calendar days from the due date of proposals.

8.4. RIGHT TO ACCEPT OR REJECT PROPOSALS:

The District reserves the right to reject any or all proposals, to waive any minor informality, irregularity, or technical defect in a proposal, and to accept the proposal(s) that, in the sole judgment of the District, best serve the interests of the District.

The District further reserves the right to cancel, amend, postpone, or reissue this solicitation at any time without obligation or liability to any Proposer.

The District may make awards to one or more Proposers, may elect not to award any contract, and may procure similar or related services through separate agreements, solicitations, cooperative purchasing programs, or other legally authorized procurement methods when determined to be in the District's best interest.

8.5. RESPONSIBILITY OF PROPOSER:

The District reserves the right to determine whether a Proposer is responsible and qualified to perform the services described in this solicitation. A responsible Proposer is one that possesses the experience, integrity, financial capacity, reliability, facilities, equipment, licenses, personnel, and other resources necessary to successfully perform the contract requirements.

The District may reject any proposal submitted by a Proposer that is determined to be non-responsible. Factors that may be considered include, but are not limited to:

- Failure to possess required licenses, certifications, registrations, or legal authority to conduct business;
- Submission of false, misleading, incomplete, or inaccurate information;
- Unsatisfactory performance on current or prior contracts;
- Financial instability or inability to perform the required services;
- Debarment, suspension, or other restrictions imposed by a governmental entity;
- Failure to comply with applicable federal, state, or local laws; or
- Any other circumstance that causes the District to reasonably conclude that the Proposer may be unable or unwilling to successfully perform the contract.

The District may request additional information from any Proposer to evaluate responsibility and reserves the right to verify information provided in the proposal.

8.6. PUBLIC RECORD

All information submitted is subject to disclosure under the California Public Records Act. Proposers should mark confidential pages and provide justification if disclosure is requested.

8.7. COST RELATED TO PROPOSAL PREPARATION:

The District shall not be liable for any costs incurred by a Proposer in the preparation, submission, presentation, negotiation, or revision of a proposal, or in connection with any phase of the solicitation, evaluation, interview, demonstration, contract negotiation, or award process.

All costs associated with responding to this solicitation shall be borne solely by the Proposer. No reimbursement shall be provided by the District regardless of the outcome of the solicitation, including cancellation of the solicitation or rejection of any or all proposals.

8.8. COMPLIANCE WITH LAW:

By submitting a proposal, the Proposer represents and warrants that it shall perform all services in compliance with all applicable federal, state, and local laws, regulations, ordinances, codes, orders, rules, and licensing requirements.

The Proposer further warrants that it possesses and shall maintain throughout the term of any resulting agreement all licenses, permits, certifications, registrations, approvals, and other authorizations required to lawfully perform the services contemplated by this solicitation.

Failure to comply with applicable legal requirements may constitute grounds for rejection of a proposal, termination of an agreement, or any other remedy available to the District.

8.9. INVESTIGATIONS:

The District reserves the right to investigate and evaluate the qualifications, experience, financial capacity, responsibility, integrity, and ability of any Proposer to perform the services contemplated by this solicitation.

The District may require Proposers to submit additional information, documentation, or clarifications as deemed necessary for the evaluation of a proposal. Failure to provide requested information within the time specified by the District may result in rejection of the proposal.

In evaluating proposals, the District reserves the right to investigate and rely upon information obtained from references, prior experience with the Proposer, public records, governmental agencies, licensing authorities, financial institutions, and any other sources the District deems relevant.

The District may reject any proposal if the information submitted by the Proposer, or obtained through the District's investigation, fails to demonstrate to the District's satisfaction that the Proposer possesses the qualifications, experience, integrity, financial resources, or capability necessary to successfully perform the required services.

8.10. SIGNED PROPOSAL AND EXCEPTIONS:

Submission of a proposal constitutes the Proposer's acceptance of the terms, conditions, requirements, and sample agreement contained in this solicitation, including all insurance requirements, unless otherwise modified by written Addendum issued by the District.

Any requests for exceptions, modifications, or deviations from the solicitation documents, sample agreement, insurance requirements, or other terms and conditions must be submitted through the District's question and clarification process by the deadline identified in the solicitation schedule.

The District will review such requests and may, in its sole discretion, approve, reject, or modify the requested changes. Any approved changes shall be communicated to all Proposers through a written Addendum.

Exceptions, modifications, or alternative terms submitted with a proposal may be deemed non-responsive and may result in rejection of the proposal.

8.11. AWARD OF CONTRACT:

The District reserves the right to award a contract to one or more Proposers, establish a pool of qualified firms, award all or a portion of the services described in this solicitation, or make no award, as determined to be in the best interest of the District.

Any recommendation for award shall be subject to all required District approvals. The District reserves the right to negotiate final contract terms with the selected Proposer(s), provided such negotiations do not materially alter the requirements of the solicitation.

No contract shall be binding upon the District unless and until a written agreement has been fully executed by all required parties.

8.12. CONTRACT EXECUTION:

The selected Proposer shall be required to execute the District's agreement and satisfy all contract requirements, including insurance requirements, as a condition of award.

Failure or refusal to execute the agreement, provide required insurance documentation, or otherwise satisfy the requirements of the solicitation may result in withdrawal of the award recommendation.

In such event, the District reserves the right to negotiate with and award a contract to another Proposer, re-solicit proposals, or take any other action determined to be in the best interest of the District.

8.13. CONFLICT OF INTEREST:

Proposers shall comply with all applicable federal, state, and local conflict of interest laws and regulations. By submitting a proposal, the Proposer certifies that no actual or apparent conflict of interest exists that would prohibit the Proposer from entering into or performing a contract with the District.

8.14. NON-DISCRIMINATION

The Proposer shall not discriminate in the performance of any resulting agreement on the basis of race, color, ancestry, national origin, immigration status, ethnic group identification, religion, creed, age, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical disability, mental disability, medical condition, genetic information, veteran status, or any other classification protected by applicable law. The Proposer shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.

8.15. IDEMNIFICATION

To the fullest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

8.16. 4.16 INSURANCE REQUIREMENTS

Prior to the commencement of services and throughout the term of the Agreement, Company and Client shall each maintain the following insurance coverages at their sole cost and expense. As required by law, awarded vendor acknowledges the Vendor's obligation to obtain appropriate insurance coverage in accordance with the requirements listed below for the benefit of the District and Vendor's employees, if any:

- A. The Vendor shall carry Workers' Compensation and Employers Liability Insurance of \$1,000,000 per occurrence and \$1,000,000 general aggregate in accordance with the laws of the State of California.
- B. The Vendor shall carry Comprehensive General Insurance with limits of not less than One Million Dollars (\$1,000,000) and Auto Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence.
- C. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Vendor subcontracts any portion of Vendor's duties, Vendor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this

subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

- D. Sexual Molestation and Abuse Insurance, with a \$1,000,000 per occurrence, \$2,000,000 aggregate limit of liability.

Each policy of insurance required above shall by separate endorsement name District and its officers, agents and employees as additional named insureds; shall state that, with respect to the operations of Vendor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation.

8.17. WAIVE INFORMALITIES OR IRREGULARITIES:

The District reserves the right to accept or reject any or all bids, or portions of bids, and to accept or reject any item, to withdraw a line item or entire bid, or to waive any minor irregularities or informalities in the bid or in the process.

8.18. CONTRACT TERMINATION CONVENIENCE:

The District reserves the right to terminate this Agreement, in whole or in part, at any time and without cause upon thirty (30) days' written notice to the Contractor. In the event of such termination, the District shall compensate the Contractor only for services satisfactorily performed and accepted by the District through the effective date of termination. The Contractor shall not be entitled to compensation for anticipated profits or any other costs or damages resulting from the termination.

8.19. CONTRACT TERMINATION UNSATISFACTORY PERFORMANCE:

If, at any time during the term of the Agreement, the District determines that the Contractor's performance is deficient, unsatisfactory, or otherwise fails to comply with the requirements of this Agreement, the District shall provide written notice describing the nature of the deficiency and provide the Contractor with a reasonable opportunity to cure the identified deficiencies.

If the Contractor fails to cure the deficiencies to the District's satisfaction within the time specified in the notice, the District may terminate the Agreement, in whole or in part, upon written notice to the Contractor. The notice of termination shall specify the effective date of termination.

In the event of termination for cause, the District shall be obligated to pay only for services satisfactorily performed and accepted by the District through the effective date of termination. The Contractor shall not be entitled to compensation for services performed after the effective date of termination.

8.20. PIGGYBACK CLAUSE:

In accordance with Public Contract Code Section §20118, other school districts in the State of California may purchase under the same terms and conditions of this bid if it is determined to be in their best interest. If so, the Stockton Unified School District waives its right and prefers that each school district work directly with the successful bidder. Sales to the other district will be made at the discretion of the successful bidder.