



Fullerton School District

REQUEST FOR PROPOSALS RFP 2025-2026-FSD-01
EXPANDED LEARNING OPPORTUNITY PROGRAM

Sealed Proposals Due No Later Than:
March 4, 2025 – 10:00 a.m.

District Representative Contact for Questions and Submittal of Proposal:

Mike McAdam
Director of Purchasing, Contracts, Warehouse & Reprographics
1401 W. Valencia Drive
Fullerton, CA 92833
Phone: (714) 447-2846
Email: mike_mcadam@myfsd.org

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I. OVERVIEW

The Fullerton School District (the “District”) is inviting proposals from qualified Vendors to provide high quality expanded learning opportunity programs outside of the regular school hours on one (1) or more elementary and/or middle schools within the District. Expanded Learning Opportunity programs are defined as programs that take place when school is not in session and provide enrichment and recreational activities for students in Transitional Kindergarten (TK) to 6th grades. The RFP will be awarded to one (1) or more Vendor(s). Furthermore, in the event that the winning Vendor(s) are unable to fulfill the contract requirements thus, will result in a cancellation of the original contract between the winning Vendor(s) and the District, a backup Vendor may enter into a contract with the school district upon mutual agreement without submitting another proposal. Proposals made in this RFP by the backup Vendor shall stay effective till the end of the contract term. The District will act as the sole judge on whether the contract requirements are met to the District’s satisfaction. This RFP defines the program and the services that are being sought from the Vendor(s) and generally outlines the program requirements.

About the District

Fullerton School District (the “District”) is a public school district headquartered in Fullerton, California. The District serves approximately 11,000 students for grades TK-8 in the city of Fullerton. As a part of the California State Budget, the Expanded Learning Opportunities Program (ELO-P) has been established to provide funding for afterschool and summer school enrichment programs for transitional kindergarten/kindergarten through sixth grade students. The goal is to develop the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences and extracurricular activities. The program is intended to be student-centered, results driven, include community partners, and complement, but not replicate, learning activities in the regular school day and school year.

II. PURPOSE OF REQUEST FOR PROPOSALS

The objective of this Request for Proposals (“RFP”) is for the District to secure one or more Vendors to provide on-site after school expanded learning opportunity programs in Grades TK-6. Expanded Learning programs provide students with enrichment opportunities as well as additional activities designed to complement the district’s academic program. These programs can provide a variety of high quality services to support student learning and development while assisting working parents by providing a safe environment for students. Services may include, but are not limited to:

STEM	Sports/Wellness	Arts	Other
<ul style="list-style-type: none"> - Science, technology, engineering, mathematics (STEM) activities - Computer Science - Engineering 	<ul style="list-style-type: none"> - Soccer - Basketball - Volleyball - Flag Football - Other various sports - Encore Sports League (Management and Officiating) 	<ul style="list-style-type: none"> - Visual - Performing - Music - Dance - Theater - Other 	<ul style="list-style-type: none"> - College and career readiness activities - Leadership and entrepreneurial skill development - Financial Literacy - Culinary arts education
Community Based Organizations			
<ul style="list-style-type: none"> - Daily support and integration/augmentation of the Encore Program at selected Fullerton School District sites. 			

III. SUBMISSION OF PROPOSAL AND DEADLINE

Please submit one (1) original (clearly marked), plus four (4) copies of the proposal along with one (1) electronic version in PDF of your proposal. All pages shall be single sided with text no smaller than 11-point font and margins of no less than 1” on all sides. All responses must be received by the District representative below, no later than March 4, 2025 at 10:00am. Submitted to the Fullerton School District Office: 1401 W. Valencia Dr. Fullerton, CA 92833 **ATTN: Mike McAdam.**

Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline. No electronic or faxed copies of the proposals will be accepted.

Questions regarding this RFP may be directed to the District representative below. All questions must be in writing and received no later than February 25, 2025 at 4:00 PM (PST).

District Representative Contact for Questions and Submittal of Proposal:

Mike McAdam
Director of Purchasing, Contracts, Warehouse & Reprographics
1401 W. Valencia Drive
Fullerton, CA 92833
Phone: (714) 447-2846
Email: mike_mcadam@myfsd.org

It is the sole responsibility of the submitting Vendor to ensure that its proposal is received before the submission deadline. Submitting Vendors shall bear all risks associated with delays due to problems associated with internet transmission. Any proposals received after the scheduled deadline for receipt of proposals may, at the District's sole discretion, be rejected. No corrected or resubmitted proposals will be accepted after the proposal submission deadline.

Important Note:

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no Respondent, person, or entity, submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such Respondent shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Board of Education, representatives, agents, or selection members, other than the individual(s) specifically named herein. Any such contact shall be grounds for the disqualification of the Respondent submitting a response.

TENTATIVE TIMELINE

The anticipated schedule for completion of this RFP is shown below; dates are subject to change:

Timeline	Date
MANDATORY In Person Pre-Bid Meeting Located at the Fullerton School District	January 30, 2025 9:00 A.M. – 10:00 A.M.
RFI Questions EMAIL ONLY mike_mcadam@myfsd.org	February 25, 2025 No Later Than 4:00 P.M. PST
Request of Proposals (RFP) Due Date: (see SUBMISSION OF PROPOSAL AND DEADLINE)	March 4, 2025 No Later Than 10:00 A.M. PST (Submitted to the Purchasing Department)
Interviews Date/Time/ZOOM or in person...TBD	March 5, 2025 - March 31, 2025
Notify Selected Vendors	April 1, 2025
Contracts Due for Selected Vendors	April 18, 2025
Award of Contract(s) by Authorization of the District's Board of Education	May 21, 2025
Anticipated Start of Service	July 1, 2025

The District reserves the right to reject any and all RFP responses, to amend the RFP and the process itself, or to discontinue the process at any time. The District may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Vendor from compliance with the other provisions of this RFP.

Nothing contained in the RFP, the responses, nor the District's acceptance of any response in whole or in part shall oblige the District to complete negotiations with any Vendor. The District reserves the right to end, in its sole discretion, negotiations, with a Vendor at any time up to the consummation of the transactions arising from this RFP.

All proposals received by the District must remain effective for a period of ninety (90) days from the date of submission to the District.

IV. PRE-BID MEETING – MANDATORY

The District will hold a mandatory meeting on January 30th, 2025. All Vendors are required to attend the entire Pre-Bid meeting. Any Vendor who fails to attend the entire Pre-Bid meeting or tardiness will be deemed a non-responsive Vendor and will have its RFP returned unopened. Meeting information is as follows:

Location: Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Time: 9:00 AM

V. SCOPE OF SERVICES

Proposals are requested for providing after school programs for TK-6 grade students within the Fullerton School District for the period of 210 days (180 school days and 30 intersession days), July 1, 2025 through June 30, 2026.

The after school programs will begin after dismissal from the schools and end no later than 6:00 PM, Monday through Friday during the school year. Dismissal times vary at each school site based on the students' grade level. Every Wednesday is a shortened day and minimum days are scheduled throughout the school year.

The program must have the ability to serve 100-160 students at each site with groups of 20- 30 students in one rotation.

Staff Requirements

1. The successful Vendor must have the appropriate child care license if required to operate the program. The maximum allowable student to staff ratio is 20:1. The maximum allowable student to staff ratio is 10:1 for Transitional Kindergarten (TK)/Kindergarten (K).
2. The successful Vendor shall be responsible for their own staffing and substitutes for the offered program(s).
3. All after school program staff who provide direct supervision to students must meet the following minimum requirements.
 - a. A high school diploma or its equivalent, and meet one of the following three requirements:
 - i. has completed at least two years of college or 48 units at an institution of higher education **OR**
 - ii. has obtained an associate's or higher degree **OR**
 - iii. has completed the equivalent of the District's paraeducator test.
4. Finger Printing Clearance, TB testing, Child Abuse and Neglect Reporting Act, and *CPR and First Aid.
*For selected Vendors. Vendors must certify compliance with:
 - a. Child Abuse and Neglect Act guidelines for Mandated Reporters as required by California Penal Code § 11164-11174
 - b. Fingerprinting and background checks for all employees, contractors, agents and volunteers before they have contact with any District students (Education Code Section 45125.1(e).)
 - c. Have on file current documentation of Tuberculosis Screening and negative TB Test results for all employees, contractors, agents and volunteers who have contact with District students.
 - d. * Have on file CPR and First Aid certification cards (* Will be requested by selected Vendors)
 - e. * FSD Vendor Compliance and Safety Packet (* Will be requested once Vendor has been selected for Services)

**** The cost of fingerprinting, Mandated Reporter Training, health screening, and *CPR & First Aid is the responsibility of the successful Vendor. ****

VI. CONTENTS FOR RESPONSES

In order for responses to be considered, said response must be clear, concise, complete, well organized and demonstrate the Vendor's ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important. A Vendor must submit one (1) original (clearly marked), plus four (4) copies of the proposal along with one (1) electronic version in PDF of your proposal. All pages shall be single sided with text no smaller than 11- point font and margins of no less than 1" on all sides.

The response shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

Transmittal Letter – Maximum two (2) pages

A transmittal letter signed by an official authorized to enter into contracts for the Vendor should refer to this RFP by title and date. It should include the following statement:

"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the Vendor to the proposal submitted."

Name and Nature of Vendor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct Vendor name.

- A. Vendor/Company name
- B. Address
- C. Name of contact person
- D. Phone number
- E. Email address
- F. Year Company was established
- G. Number of employees
- H. Web site/Facebook page
- I. Signature of authorized officer or person
- J. Corporate seal (if a corporation)

Section 1: Qualifications and Experience – Maximum five (5) pages outside of Resumes

- A brief description of the Vendor and its various business functions;
- A description of the qualifications and previous experience on similar or related services including performance history;
- Brief resumes for the key staff members assigned, including professional qualifications and experience related to offered programs;– MAXIMUM 1 PAGE PER STAFF MEMBER
- Contact information of up to three Southern California school districts for which the Vendor provides or has provided similar programs within the past five (5) years (Vendor/Company name, contact individual, mailing address, phone number and email address).

Section 2: Proposed Fees Worksheet – Included as Exhibit A

Vendors should complete the proposal worksheet, included as Exhibit A, and do not modify or change the worksheet. Vendor shall fill in the Proposed Fee Worksheet and may include multiple pages as necessary.

Section 3: Program Quality – Maximum two (2) pages per program offered

Vendors should be able to clearly describe the proposed program(s) including information related to the educational goals and desired outcomes of the program. It will be the Vendors responsibility to supply all materials and supplies related to the proposed program. The vendor should explain the activities that will be required to achieve the stated outcome as well as meet the individual needs of the School(s). Vendors shall indicate how many students the program(s) can service, and what is the minimum number of staff needed to operate your after school program(s). Vendors should be able to describe how their program touches on the Quality Standards.

** Vendors are responsible for housing and transporting materials. FSD will not have the capacity to store materials. **

Section 4: Student Safety Policy and Procedures – Maximum five (5) pages

Vendors should have thorough and clearly written policies and procedures related to student supervision, safety, student check in/check out, behavior management, students with accommodation needs, and medical. Vendors are expected to adhere to the District’s comprehensive emergency and disaster plan, procedures and protocols.

Section 5: Insurance

Prior to execution of the Consulting Agreement (the “Agreement”), a sample of which is included as Exhibit B to this RFP and commencement of any work, the selected Vendor will be required to provide a completed Certificate of Insurance from a California admitted insurer(s) with a current AM Best Company rating of “no less than A”, naming the District as an additional insured, for the following minimum levels of insurance:

Commercial General Liability	\$1,000,000 per occurrence, and \$2,000,000 general aggregate for bodily injury, personal injury and property damage (including motor vehicle operation).
Business Auto Liability	For injury or damage that arises out of the other party’s use of automobiles; should include all owned, hired, rented, leases, or other non-owned autos \$1,000,000 per accident.
Workers’ Compensation	Workers’ Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
Errors and Omissions/ Professional Liability	(If applicable) For financial loss or harm caused to the district that arise out of vendor’s professional services \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
Sexual Abuse or Molestation	\$3,000,000 per occurrence / \$6,000,000 annual aggregate. Sexual abuse or molestation limits shall be separate and in addition to the limits required above.

Section 6: Non-Collusion Declaration

All Vendors shall submit the Non-Collusion Declaration attached as Exhibit C to this RFP.

Section 7: Proprietary Information

All proposals shall become the property of the Fullerton School District once submitted and should not contain information that is confidential or proprietary in nature.

VII. PROPOSAL TERMS AND CONDITIONS

The District will not pay any costs incurred by the Vendor in preparing or submitting the proposal. The District reserves the right to modify or cancel, in part or in its entirety, this RFP. The District reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any Vendor in response to any RFP. This RFP does not constitute any form or offer to contract with the Fullerton School District.

VIII. EVALUATION PROCESS

Proposals will be evaluated based on the following criteria:

1. Understanding of the services required.
2. Quality, clarity, and responsiveness of the proposal.
3. Demonstrated competence and professional qualifications necessary for successfully performing the work required.
4. Background and related experience of the principal individuals to be assigned to provide services.
5. Proposed fees.

Submittals will be reviewed for responsiveness and evaluated, pursuant to objective criteria, with particular attention to, without limitation, each Vendor's qualifications and demonstrated competence in providing like services as well as completeness, adherence to directions and format requirements, brevity, and clarity of content.

After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to schedule an interview(s) with the top Vendor(s). The District may elect to interview one or more Vendors.

The District Evaluation Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, a District representative will notify those Vendors selected as to the place, time, date, and location of the interview. It is anticipated the interviews will be conducted as stated in Tentative Timeline. Your Vendor's primary contact as stated in your response to this RFP must be present at the interview.

Although cost is a significantly weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

The Evaluation Committee intends to recommend the most qualified Vendors to the District's Board of Education regarding the selected Vendors and the offer program(s). After selection and authorization by the Board, staff will issue a Notice of Award to the awarded Vendor.

Evaluation Criteria

CRITERIA	EVALUATION WEIGHT FACTORS
Program Quality (references, experience, quality standards)	40%
Fees	15%
Employee Qualifications	15%
Student Safety Policy and Procedures	30%
TOTAL:	100%

*See Exhibit D, for evaluation rubric.

Upon request, the names of all Vendors; including the selected Vendors, who submitted qualifications and proposals will be made available. All Vendors shall be notified of the results in writing after the conclusion of the selection process.

Final selection of a Vendor, terms and conditions of any and all Agreements and authority to proceed with services shall be at the discretion of the District.

IX. FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFP for the offered program(s), to reject any proposal as non-responsive, and not to contract with any Vendor for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any Vendor not participating in this process.

During contract negotiations, if the District is unable to negotiate successfully a satisfactory Agreement(s) with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the best qualified Vendor(s) in sequence until an Agreement is reached, or determination is made to reject all submittals.

The awarding of a contract is at the sole discretion of the District. The District expects to award contract(s) for the services identified in this RFP by May 21, 2025.

The District may, at its option, determine to award contract(s) as described above in this RFP. In such a case, the successful proposing Vendor(s) will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing Vendor selected as a finalist. If no finalist is willing to enter into a contract, the District will retain the right to enter into negotiations with any other Vendor responding to this RFP.

Thank You for Your Participation in the Fullerton School District's RFP Process!

Exhibit A
Proposed Fee Worksheet

In order for the District to have a better understanding of the cost associated with your program, we evaluate every company on a "per session" cost. The District is suggesting that all Vendors provide programming to a minimum of 6 schools each week (Excluding CBO Partners).

Sessions:

- A session is either a 1 hour, 2.5 hour, or 3 hour block of time on any given weekday.
- A session consists of one (1) Individual Vendor Employee working with 20- 30 students.
 - 2.5 hour session consists of three (3) 50 minute rotations
 - 3 hour session consists of either four (4) 45 minute rotations or three (3) 60 minute sessions
- The cost of a "Session" should include all of your costs.
 - Cost for one (1) Individual Vendor Employees to work either 1, 2.5, or 3 hours per day
 - When calculating "Session" Cost, you need to include ALL prorated costs of doing business
- **CBO ONLY:**
 - Cost for one (1) Individual Staff to work the duration of the After School Program; from School dismissal until the end of Programming.

Information Needed:

- Base Session Cost (1 Hour Cost)

Cost \$ _____

- 2.5 Hour Session

$$\frac{\text{Cost Per Hour}}{\text{_____}} \quad \times \quad \frac{\text{Hours}}{\text{_____}} \quad = \quad \frac{\text{Total 2.5 Hour Session Cost}}{\text{_____}}$$

- 3 Hour Session

$$\frac{\text{Cost Per Hour}}{\text{_____}} \quad \times \quad \frac{\text{Hours}}{\text{_____}} \quad = \quad \frac{\text{Total 3 Hour Session Cost}}{\text{_____}}$$

Please initial the following statements:

_____ "I understand that any/all costs associated with acquiring insurance that meets the requirements for this RFP are my responsibility and I have factored these costs into my Session Costs".

_____ "I understand that the cost of fingerprinting, Mandated Reporter Training, health screening, and *CPR & First Aid Training is my responsibility and I have factored these costs into my Session Costs."

_____ "I understand that if selected, I will not be submitted for Board Approval to work on July 1, 2025 without producing all insurance coverage documents."

Exhibit A
Proposed Fee Worksheet

Summer Programming Cost

The Fullerton School District will be holding various Summer Camp Programs throughout June and July. We are anticipating up to 120 students to be serviced for a time period of 3 hours a day for one week.

- Base Session Cost

Cost \$ _____

- 3 Hour Session

$$\frac{\text{Cost Per Hour}}{\text{Cost Per Hour}} \quad \times \quad \frac{\text{Hours}}{\text{Hours}} \quad = \quad \frac{\text{Total 3 Hour Session Cost}}{\text{Total 3 Hour Session Cost}}$$

Availability for July of 2025 (Total of 13 days, excluding June 30)

Week 1: June 30- July 4* (*Holiday, Fourth of July is excluded from Programming)

Week 2: July 7- July 11

Week 3: July 14- July 18

Please indicate if you are able to provide Programming for all 13 days of July Camps with the expectations listed above. **(Circle one) Yes or No**

Availability for June of 2026 (Total of 14 days, excluding June 30)

Week 1: June 8- June 12

Week 2: June 15- June 19* (*Holiday, Juneteenth is excluded from Programming)

Week 3: June 22- June 26

Please indicate if you are able to provide Programming for all 14 days of June Camps with the expectations listed above. **(Circle one) Yes or No**

Exhibit B

Certificate of Insurance Requirements

** Sample Page Included **

Insurance policies must include the following:

1. The Certificate of Liability (Acord 25 or similar for) is to be issued by the Vendor's Insurance Company. Fullerton School District is to be named as Additional Insured and Certificate Holder.
2. *Additional Insured Endorsements are required for General Liability policies.*
 - a. See attached sample for required endorsement information.
3. Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, Purchasing must receive a new certificate at least ten (10) days prior to the expiration.
4. "Description of Operations" should include a brief description of the services being performed, and reference any contracts or agreements involved.
5. Certificate Holder Information:
 Fullerton School District
 1401 W. Valencia Drive
 Fullerton CA, 92833

General Liability Certificates (Consultants and Independent Contractors):

Minimum Required Coverage Amounts:

\$1,000,000 limit per occurrence \$2,000,000 general aggregate

Professional Liability (Errors & Omissions) Policies (if applicable):

Minimum Required Coverage Amounts:

\$1,000,000 limit per occurrence \$2,000,000 general aggregate

Automobile Liability Insurance (Consultants and Independent Contractors):

Personal transportation vehicles that are driven onto and parked on school property

California State minimum requirements for private passenger vehicles:

\$15,000 injury/death to one person \$30,000 injury/death to more than one person

\$5,000 damage to property

Commercial vehicles that are used to provide services (construction, food service, etc.)

Minimum Required Coverage Amounts:

\$1,000,000 limit per occurrence

Workers' Compensation Insurance

Proof of Workers' Compensation is required if the vendor has employees.

Abuse & Molestation Liability (If working directly with children)

The Certificate of Insurance must include coverage for molestation and sexual abuse.

Minimum Required Coverage Amounts:

\$3,000,000 per occurrence \$6,000,000 aggregate

Note: Depending on the job or project, the District may require additional coverage and/or may increase the minimum amount of coverage required.

**** Insurance certificates must be submitted prior to commencement of any work ****

Exhibit B- Sample Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Manager 2500 Bond Street University Park, IL, 60466	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Contractor/ Consultant/ Vendor Name 1234 Big Street Town, CA 92806	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ABC12345	06/12/2024	06/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			ABC12345	06/12/2024	06/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			ABC12345	06/12/2024	06/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Sexual Abuse & Molestation			ABC12345	06/12/2024	06/12/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER Fullerton School District 1401 W. Valencia Drive Fullerton CA, 92833	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C
Non-Collusion Declaration

The undersigned declares:

I am the _____(Title) of _____(Company Name), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(Date), _____(City), _____(State).

Signature: _____

Typed Name: _____

Exhibit D
RFP Criteria Rubric

Criteria	Program Quality
40	Provides engaging enrichment opportunities for students that aligns with the District's Expanded Learning mission, vision, and Program Goals.
25	Provides enrichment opportunities for students that partially align with the District's Expanded Learning mission, vision, and Program Goals.
10	Provides enrichment opportunities for students that minimally align with the District's Expanded Learning mission, vision, and Program Goals.
0	Provides enrichment opportunities for students that do not align with the District's Expanded Learning mission, vision, and Program Goals.

Criteria	Fees
15	Per staff hourly cost falls in the range of \$0 - \$150
10	Per staff hourly cost falls in the range of \$151 - \$175
5	Per staff hourly cost falls in the range of \$176 - \$200
0	Per staff hourly cost falls in the range of \$201 and above

Exhibit D
RFP Criteria Rubric

Criteria	Employee Qualifications
15	Clear and high level of qualification of all staff experience related to field of service approximately two (2) years preferred. All staff have completed a livescan/ fingerprint, CPR Certification, negative Tuberculosis test, and Mandated Reporter Training.
10	Some level of qualification of all staff experience related to field of service approximately one (1) years. All staff have completed a livescan/ fingerprint, CPR Certification, negative Tuberculosis test, and Mandated Reporter Training.
5	Staff are 18 years or older with under one (1) year experience related to the field of service. Staff have completed a livescan.
0	Staff are over the age of 18 with no experience or training.

Criteria	Student Safety Policy and Procedures
30	Policies and procedures related to student supervision, safety, and behavior management, inclusive of students with special accommodations are thorough and explicitly described. Protocols for student sign in/out are well documented.
20	Policies and procedures related to student supervision, safety, and behavior management, inclusive of students with special accommodations are explained. Protocols for student sign in/out are present.
10	Policies and procedures related to student supervision, safety, and behavior management are general and vague. Protocols for student sign in/out are described vaguely.
0	Very few or no policies and procedures related to student supervision, safety, and behavior management. Protocols for student sign in/out are not present.



Fullerton School District

Vendor Compliance and Safety Packet

Please submit all completed packets to
maritza_eyzaguirre@myfsd.org

REQUIRED VENDOR/ STAFF FORMS

Per Fullerton School District Board Policy BP 4119.24/4219.24/4319.24 contracted vendors/each staff member is required to complete the following items.

Criminal Records Check Forms:

- Criminal Records Check Fingerprinting Certification to be filled out by Vendor (Page 5).
- Criminal Records Check Employee List to be filled out by Vendor (Page 6).

Employee Attestation Forms:

- Tuberculosis Screening Check is to be filled out by Vendor (Page 7).
- *CPR/ First Aid Certification Check is to be filled out by Vendor (Page 7).
 - (*MANDATORY for CBO Partners and Sport Vendors)

Child Mandated Reporter Training Video and Exam:

1. Click on the following link:
[Child Abuse Mandated Reporter](https://mandatedreporterca.com/) or type: <https://mandatedreporterca.com/>
2. Click **"Start Now"** in the upper right hand corner
3. Click **"Create an Individual Account"**
4. Select **"California"** for State
5. Select **"Education"** for Industry
6. Select **"Other"** for Profession
7. Fill out First Name, Last Name, Email, and password
8. Type **"Fullerton School District"** for Organization
9. Type **"92833"** for Zip Code
10. Click **"Create Account"**
11. A verification email will be sent to the email address
12. Get the verification code from your email and type it in the box
13. Click **"Verify"**
14. It will automatically take you to the login screen, log in
15. Click **"Add Training"**
16. Select **"Mandated Reporting- Child Abuse CA- General Training"**
17. Scroll down and select **"Add Training"**
18. Select **"Start Course"**
19. Complete the course
20. Once the course is complete, click **"Exit Course"**
21. On the following screen click **"Start Exam"**
22. Complete the exam, a passing score of 80% is required
23. **DO NOT** exit the exam, take a screenshot of the passing score
24. Download, print, sign and date the screenshot

Professional Boundaries Training Video

- Click on the following link to watch: [Professional Boundaries](#) or type: <https://tinyurl.com/4p7yjs28>

Adult Acknowledgement Form Professional Boundaries & Board Policy 4119.24

- Complete and sign the attached form (Page 8).

Submit all Criminal Records Check Forms, Employee List, Child Mandated Reporter Training, and Adult Acknowledgement Forms to Maritza Eyzaguirre.

- Vendors will collect all of their Staff's Certificates and Forms to upload and email .
- Create an email with the following subject line:
 - **Vendor/ Company Name- Vendor Compliance and Safety Packet**
- Email to maritza_eyzaguirre@myfsd.org; for assistance please call (714) 447- 7536

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

EDUCATION CODE SECTION 45125.1

Education Code Sections 33192 and 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice (DOJ) to be sufficient to reimburse the Department for its costs incurred in processing the application.

The DOJ and Federal Bureau of Investigation (FBI) shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the DOJ and FBI ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Agencies shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the DOJ and FBI has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1) CONTINUED**

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Information is available online at:

1. DOJ information is available online at: <http://oag.ca.gov/fingerprints/>
2. FBI information is available online at:
<http://www.fbi.gov/about-us/cjis/background-checks/>

CRIMINAL RECORDS CHECK FINGERPRINTING CERTIFICATION

I, _____, acknowledge and certify as follows
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

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

Executed at _____, California, on ____/____/____

Vendor/ Company Name

Address

Printed Name of Authorized Signer

City, State, Zip Code

Title of Authorized Signature

Telephone

Authorized Signature

Email Address

CRIMINAL RECORDS CHECK EMPLOYEE LIST

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)
Use additional copies of page as needed

Name of Contractor: _____

Name of Employee/ Staff	Position

IMPORTANT: Changes to the criminal status of anyone listed on this form must be reported immediately!

**EMPLOYEE ATTESTATION FORMS
TUBERCULOSIS SCREENING CHECK
CPR/ FIRST AID CERTIFICATION CHECK**

I, _____, acknowledge and certify as follows
(Name of Contractor)

5. My employees and volunteers who may have contact with District students must complete tuberculosis screenings with a negative result within the past four (4) years.
6. Employee TB Screening results are kept on file and are available upon the District's request.
7. If applicable, please check the box below. **MANDATORY** for CBO Partners and Sports Vendors.
 - My employees and volunteers who may have contact with District students must complete CPR and First Aid Training.
 - Employee CPR and First Aid Certification Cards are kept on file and are available upon the District's request.

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

Executed at _____, California, on ____/____/____

Vendor/ Company Name

Address

Printed Name of Authorized Signer

City, State, Zip Code

Title of Authorized Signature

Telephone

Authorized Signature

Email Address

ADULT ACKNOWLEDGEMENT FORM PROFESSIONAL BOUNDARIES & BOARD POLICY 4119.24

I, [Full Name] _____, acknowledge that I have received and reviewed Fullerton School District (FSD) Board Policy 4119.24 on Maintaining Appropriate Adult-Student Interactions. Boundary violations and childhood sexual assault (i.e., adult sexual misconduct) are not tolerated in FSD, student safety is a District priority, and safe environments are sustained through the implementation of robust safeguards.

I understand that the Governing Board expects all adults who interact with FSD students to maintain the highest professional and ethical standards when interacting with students. Adults who interact with FSD students must maintain an atmosphere conducive to learning through appropriate guidance, support, and respect. I understand the importance of maintaining professional boundaries with students and avoiding boundary-blurring behaviors that could intrude on a student's physical or emotional boundaries (see specific boundaries listed below):

- Initiating inappropriate physical contact
- Being alone with a student outside of the view of others
- Visiting a student's home or inviting a student to visit the adult's home
- Maintaining personal contact with a student by phone, letter, electronic communications, or other means, without including parent/guardian and the principal
- Creating or participating in social networking sites for communication with students other than those created by the district without the prior written approval of the principal or designee
- Inviting or accepting requests from students or former students who are minors to connect on personal social networking sites (e.g., "friending" or "following" on social media)
- Singling out a particular student for personal attention, friendship, and gifts
- Addressing a student in an overly familiar manner, such as using a term of endearment or nickname
- Socializing or spending time with students outside of school-sponsored events
- Sending or accompanying students on personal errands unrelated to legitimate educational purposes
- Transporting a student in a personal vehicle without authorization
- Encouraging students to confide their personal or family problems and/or relationships
- Disclosing personal, family, or other private matters to students or sharing personal secrets

I acknowledge my responsibility to report any concerns or observations of professional boundary violations. I am aware that as an adult who interacts with FSD students if I have knowledge or suspicion of inappropriate employee conduct but fail to report it, I will be subject to a report being made to the Orange County Social Services Agency, law enforcement, and my employer/volunteer agency; in addition to having my permission to be on any FSD facility revoked. Failing to report such incidents enables the inappropriate behavior to continue unchecked, which is unacceptable.

I understand that any adult who interacts with FSD students, including myself, found to have engaged in conduct that violates professional boundaries, the law, Board policies, or other applicable codes of conduct shall be subject to a report being made to the Orange County Social Services Agency, law enforcement, and their employer/volunteer agency; in addition to having their permission to be on any FSD facility revoked.

By signing below, I affirm my commitment to upholding the standards set forth in BP 4119.24 and maintaining appropriate professional boundaries with students at all times.

Signature: _____

Date: _____