

Requests for Proposals

for

Riverside Preparatory Elementary School
After School Program



ORO GRANDE SCHOOL DISTRICT

19900 National Trails Hwy, PO Box 386, Oro Grande, Ca 92368

Oro Grande School District
RFP- Riverside Preparatory Elementary School After School Program

Request for Proposals

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **1:00 p.m., on April 23rd, 2021**, sealed bids for the purchase of:

RIVERSIDE PREPARATORY ELEMENTARY SCHOOL

AFTER SCHOOL PROGRAM

Bid No. 20-21-07

Proposals must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368. Proposals will also be accepted via email to morgan_daugherty@orogrande.org. It is the Vendor's responsibility to ensure the email was received.

Proposals received later than the designated time and date specified will be returned to the Vendor unopened. Facsimile or email submittals of the proposal will not be accepted. There will be no public opening of proposals.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website:http://www.orogrande.net/departments/business_services or by contacting Morgan Daugherty in our Purchasing Department via email to morgan_daugherty@orogrande.org.

Morgan Daugherty
Director of Purchasing & Budgeting
Oro Grande School District

RFP-Riverside Preparatory Elementary School After School Program

1. Introduction: The Oro Grande School District ("District") requests proposals from qualified vendors to provide an After School Program at the Riverside Preparatory Elementary School campus. This program should be available for two (2) hours after school for each day that students are in session (180 days/school year) and paid for by the District. The District's goal is to provide a safe, secure on-site after school environment for children that is both enriching and enjoyable.
 - a. Proposals must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368. Proposals will also be accepted via email to morgan_daugherty@orogrande.org. It is the Vendor's responsibility to ensure the email was received. The Oro Grande School District reserves the right to reject any or all proposals submitted.
 - b. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed within the contract between the District and the firm selected.
2. Proposal Requirements:
 - a. **Bid Form & Questionnaire**
 - b. **Non-Collusion Declaration**
 - c. **Worker's Compensation Certification**
3. Questions: To be submitted via email to Morgan Daugherty at morgan_daugherty@orogrande.org 5 days prior to the proposal due date.
4. Acceptance of Terms and Conditions: Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms and conditions in this RFP. The District reserves the right to further negotiate the terms and conditions of the Agreement. Proposers will be deemed to have read, understood and accepted those terms and conditions unless specific changes are requested in the proposal submitted and are accepted by the District.
5. Vendor shall provide evidence of insurance with the following minimum limit of liability:
 - a. General Liability
 - i. Commercial General Liability with a \$3,000,000 per occurrence and \$5,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage.
 - ii. Vendor's insurance to be primary and noncontributory.
 - iii. 30-day notice intent to cancel, non-renew, or make material change in coverage.
 - iv. The District to be named as "Additional Insured."
 - b. Automobile Liability
 - i. \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
 - ii. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
 - iii. 30-day notice intent to cancel, non-renew, or make material change in coverage.
 - c. Workers' Compensation/Employer's Liability
 - i. Certificate of Insurance indicating "statutory" limits.
 - ii. 30-day notice of intent to cancel, non-renew or make material changes in coverage.
 - iii. Employer's Liability, \$1,000,000.
 - d. Childhood Sexual Assault
 - i. \$3,000,000 per occurrence or claim (this limit may be reduced at District's discretion for independent contractors only and not large organizations)
 - ii. Vendor's insurance to be primary and noncontributory.
 - iii. 30-day notice intent to cancel, non-renew, or make material change in coverage.

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- iv. The District to be named as "Additional Insured."

Vendor shall not commence the performance of the Contract without such proof of insurance. Vendor shall provide proof of insurance coverage within 72 hours subsequent to the Notice of Award or shall be deemed non responsive.

6. Hold Harmless: Vendor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.
7. Evaluation Process: All RFP Responses will be given thorough review. All evaluation material will be considered confidential and not released by the District. The District reserves the right to make the award that is most advantageous to the District.
8. Evaluation Criteria: Proposals will be evaluated using the following criteria

Evaluation Criteria	Points Available
Thorough and complete response to the requirements of this RFP <ul style="list-style-type: none">• Clear, demonstrated understanding of the scope of work• Quality of program descriptions	30
Technical Experience <ul style="list-style-type: none">• Past experience with school districts	20
Cost Proposal	30
Employee Qualifications	20

9. Interviews: The DISTRICT, if deemed necessary, will hold Vendor interviews **April 26th, 2021- April 30th, 2021**. Vendors shall be notified of their interview at least 24 hours in advance. Interviews will be held at 19900 National Trails Hwy, Oro Grande, Ca 92368.
10. Award of Contract: DISTRICT reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any Bid or in the bidding.
11. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Vendor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
12. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Vendor shall receive no compensation and shall repay DISTRICT for any compensation received by Vendor hereunder, should Vendor aid, abet or knowingly participate in violation of this section.

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13. Drug Free/Smoke Free Policy: The Vendor understands that the DISTRICT does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OGSD property. The Vendor agrees to adhere to this policy for its students, staff, visitors, employees and/or subcontractors.
14. District's Right to Terminate Contract:
 - a. Termination for Cause
 - i. If Vendor refuses or fails to deliver the services with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Vendor should be adjudged bankrupt, or if Vendor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver materials as to ensure complete delivery within the time specified, or if Vendor persistently disregards laws, ordinances or instructions of DISTRICT, or if Vendor should otherwise be guilty of a substantial violation of any provision of the Agreement, then Vendor shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Vendor of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of one hundred twenty (120) days, cease and terminate. In such a case, Vendor shall not be entitled to receive any further payment until performance is completed.
 - b. Termination for Convenience.
 - i. DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause as of the end of the current school year, upon not less than sixty (60) days of prior written notice to the other party.
 - ii. In case of such termination for DISTRICT's convenience, Vendor shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
 - c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.
15. Arbitration: Any disagreement regarding the interpretation, meaning or effect of any provision of the Contract shall be settled by arbitration if so requested by both parties in writing. In case of such a joint written request, the parties agree that within sixty (60) days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.
16. Length of Contract: The DISTRICT intends to enter into a one (1) year contract for services beginning July 1st, 2021, with two (2) options to extend the contract for an additional one-year based on satisfactory service and performance.
17. Invoicing & Payments: Student tuition shall be paid by the District. The Vendor shall be paid on a monthly basis upon submission of acceptable invoices. All invoices shall be approved by the District's designee prior to payment. Vendor shall work in coordination with the District's accounting department to develop acceptable invoices. Payment terms shall be net-30 days.

Scope of Work

The Oro Grande School District ("District") requests proposals from qualified vendors to provide an After School Program at the Riverside Preparatory Elementary School campus. This program should be available for two (2) hours after school for each day that students are in session (180 days/school year). The District's goal is to provide a safe, secure on-site after school environment for children that is both enriching and enjoyable. For bidding purposes only, the District **estimates that there will be 30 students** enrolled in the program.

1. Program Elements: Vendor shall serve as the lead agency for the after school program. The program shall consist of two elements to support students: 1) academic assistance with homework and 2) enrichment and physical activities.
 - a. **Academic Assistance:** After school programs must include tutoring and homework support. This academic assistance must be aligned with the pupils' regular academic programs and must assist students in meeting and exceeding state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
 - b. **Enrichment and Physical Fitness:** After school programs must provide an enrichment element that offers participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the regular academic program. Proposed enrichment activities may include, but are not limited to, the following:
 - i. Physical fitness, games and activities
 - ii. Art
 - iii. Music
 - iv. Computer and technology training
 - v. Youth development
 - vi. Recreational activities
 - vii. Leadership and entrepreneurial skills development
 - viii. Character education programs
2. Staff Requirements: The successful bidder must have the appropriate child care license if required to operate the program. The maximum allowable student to staff ratio is 20:1.
 - a. Staff Minimum Qualifications: Proof of these qualifications must be made available to the District upon request.
 - i. A high school diploma or its equivalent, fingerprinting clearance (Education Code Section 45125.1(e).), current negative TB Test results, and Child Abuse and Neglect Reporting Act- Mandated Reporter Certification (California Penal Code § 11164 – 11174)
3. Facility: This program shall operate within a building designated by the DISTRICT at the Riverside Preparatory Elementary School campus located at 19175 Third St, Oro Grande, Ca 92368. The self-contained facility includes classrooms, offices, restrooms, and a playground. Furniture and limited equipment will be provided for the program. The facilities will continue to be owned by the DISTRICT, however, the program will be operated by the Vendor. The DISTRICT will not impose a rental charge and will cover normal utility, janitorial and maintenance costs. A limited space for storage of Vendor's equipment and materials will be provided.
4. Snacks/Beverages: The DISTRICT's Nutrition Services department shall have the right to provide snacks/beverages for the program. If the DISTRICT elects to have the Vendor provide this service, the Vendor shall comply with all Federal and State meal and snack requirements.
5. Management: The Vendor shall work in coordination with the DISTRICT for student enrollment into the program. Vendor shall designate contact(s) for school site administration, parents, and District's

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accounting department.

Bid Form & Questionnaire

Bid Form

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM: _____
Proper Name of Vendor

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Vendor, having become familiarized with the terms of the complete RFP Documents, hereby proposes and agrees to be bound by all the terms and conditions of the RFP Documents and agrees to perform, within the time stipulated, the services, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the service and complete in a good workmanlike manner all of the work required in connection with **RFP No: 20-21-07 Riverside Preparatory Elementary School After School Program**, all in strict conformity with the RFP Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Vendor to list all addenda).

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

Pricing

5 Days per Week Tuition (per student)	
Daily Rate for Part Time Tuition (per student)	
Late Pick up Fees	
Snack Fee (per student/per day)- the District's Nutrition Services department shall have the right to provide	

3. In submitting this Bid, the Vendor acknowledges that the Instructions to Vendors and Scope of Work are an integral part of the Contract Documents and that both have been read, understood and accepted by Vendor. Vendor understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Vendors and Scope of Work and further agrees to strictly abide by their meaning and intent.
4. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period of 120 days.
5. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered

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to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract as provided by the DISTRICT with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified by the DISTRICT at time of award within five (5) calendar days after receipt.

6. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

7. The name of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: Vendor or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co-partners composing firm; if Vendor or other interested person is an individual, state first and last name in full.)

8. If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation.

I the below-indicated Vendor, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Vendor Representative

Street Address

City, State, and Zip

Phone Number

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Fax Number _____

E-Mail _____

By: _____ Date: _____
Signature of Contractor Representative

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink

Questionnaire- Please provide the below requested information on your Company letterhead.

1. Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in the RFP. Describe your organizational structure. Provide your organizational chart. Do you have a State license to operate childcare? If yes, what is the licensing agency and provide the name and contact information for the agency.
2. Describe your organization's qualifications and experience providing after school services.
3. Plan for delivery of services
 - a. What enrollment minimums do you require to operate the after school program?
 - b. Provide a sample lesson plan, snack menu, and program schedule.
 - c. How do you handle equipment, supplies, consumables and furniture needed for program operations?
 - d. How do you comply with student privacy regulations?
 - e. How would you comply with the District's COVID-19 Safety Plan located at <http://www.orogrande.net>?
 - f. Describe methods used to communicate with parents of children in your program.
 - g. Describe how you provide program information to the school board, principals and other administrative personnel.
 - h. Describe how you collaborate and communicate with school site leadership and staff about the program and student needs.
 - i. Describe your supervision plan and the method used to account for and track the whereabouts of each student in the program.
 - j. Describe your safety plan and how you will ensure student safety.
 - k. Describe how you incorporate diversity into your program.
 - l. Provide a timeline indicating steps required and time needed to establish the after school program.
 - m. Describe staff training and resources available to deescalate disputes and resolve differences and conflicts between students and between students and adults.
4. Staffing Plan
 - a. What are the required qualifications for each staff member involved with the program?
 - b. What staffing ratios will be employed?
 - c. What kind of training programs do you have in place for staff members?
5. Describe your tuition policies

Additional Required Attachments

1. References: Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for BIDs.

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- a. All Vendor(s) must include present and past performance information in the form of a minimum of three (3) references, preferably California public or charter schools. Each reference provided shall include, at a minimum, scope of services provided, dates of service, current contact person, contract's title, organization name, address, e-mail address and telephone number.
2. Provide a Parent Handbook, or similar document/brochure.

Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, 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:

_____, at _____, _____.

Signature of Authorized Company Representative

Worker's Compensation Certification

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions. If Vendor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

Signature of Authorized Company Representative

Name and Title of Authorized Company Representative

Date of Signature