



MURRIETA VALLEY
UNIFIED SCHOOL DISTRICT

**EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELO-P)
2025-2026 AFTER SCHOOL ENRICHMENT CLASSES**

Request for Proposals (RFP) #2024-25-10

Proposal Due Date: May 15, 2025

**VANESSA PETERSEN
Purchasing Department
Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562**

Published: April 24, 2025

NOTICE TO PROPOSERS

RFP #2024-25-10 EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELO-P) 2025-2026 AFTER SCHOOL ENRICHMENT CLASSES

NOTICE IS HEREBY GIVEN that Murrieta Valley Unified School District (“MVUSD” or “District”), acting by and through its Board of Education, hereinafter the “District” will receive up to, but not later than 2:00 p.m. on May 15, 2025, sealed proposals for RFP #2024-25-10 Expanded Learning Opportunities Program (ELO-P) 2025-2026 After School Enrichment Classes. Proposals received after the due date and time will be returned unopened to the non-responsive Proposer.

No Proposer shall withdraw its proposal for a period of thirty (30) calendar days after the date fixed for the opening of proposals. During this time, all Proposers shall guarantee prices quoted in their respective proposals.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any Proposal or in the RFP process.

For information regarding this proposal, or to receive a Request for Proposal (RFP) packet, please contact the Purchasing Coordinator at vpetersen@murrieta.k12.ca.us.

Dated this April 24, 2025

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***Forms required to be completed and submitted with proposal, in addition to items included in the RFP Response Format.**

RFP OVERVIEW

The Murrieta Valley Unified School District (“District”) is located in Murrieta, California on the Southwestern edge of Riverside County. The District has approximately 21,000 students, across 22 schools: (11) eleven grade TK-5 elementary schools, (4) four grade 6-8 middle schools, (3) three comprehensive high schools, (1) one alternative education school, and (1) one early childhood education center.

Murrieta Valley Unified School District is seeking proposals from qualified community-based organizations to operate Expanded Learning Opportunities Program (ELO-P) funded after school enrichment classes for the 2025-2026 school year (“Proposal(s)”) at up to (11) eleven grade TK-5 elementary schools, (4) four grade 6-8 middle schools, and (1) one early childhood education center. Enrichment class offerings are encouraged from a wide variety of topics, including but not limited to Visual and Performing Arts (VAPA); science, technology, engineering and math (STEM); moderate to vigorous physical activity (MVPA) and organized sports (skill building, team play, or league development). It is the District’s intent to develop a pool of qualified Vendors to provide various programs and services as needed or required by the District. This Request for Proposals (“RFP”) is being issued pursuant to Government Code section 53060 pursuant to findings by the District’s Board of Education set forth in Resolution No. 24/25-18.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

SUBMITTALS: One (1) original, three (3) paper copies and one (1) digital copy on a thumb drive must be received on or before **May 15, 2025 by 2 pm.**

SUBMIT TO: **Vanessa Petersen**, Purchasing Coordinator, Purchasing Department

MAILING SITE: 41870 McAlby Court, Murrieta, CA 92562

RFP SUBMITTAL: Mark envelope: **RFP #2024-25-10 ELO-P 2025-2026 After School Enrichment Classes ATTENTION PURCHASING DEPARTMENT**

Proposals shall be submitted in sealed packages with the name of the organization submitting the Proposal clearly marked on the front. Submission of the Proposal by facsimile or e-mail is unacceptable. The entity providing a Proposal in response to this RFP (“Proposer” or “Vendor”) is entirely responsible for delivering the Proposal to the aforementioned office and to the Purchasing Department on time.

Late Proposals will not be accepted.

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED UNOPENED TO THE PROPOSER.

INQUIRIES: Questions or clarifications for the Request for Proposal documents can be directed

in writing to: VPetersen@murrieta.k12.ca.us.

KEY EVENTS SCHEDULE

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

DATE	ACTION
RFP Posting:	April 24, 2025 & May 1, 2025
Deadline for Clarifications:	May 6, 2025 5:00 pm
Proposal Deadline:	May 15, 2025 2:00 pm
Interviews (if applicable):	N/A
Board Approval Date:	June 12, 2025
Contract Start Date:	July 1, 2025

INSTRUCTIONS TO PROPOSERS

No Proposal shall receive consideration by the Murrieta Valley Unified School District unless made in accordance with the following instructions:

- Deadline for Receipt of Proposals:** One (1) original, three (3) paper copies and one (1) digital copy of the Proposal shall be submitted to the Purchasing Department at 41870 McAlby Court, Murrieta, CA 92562, on or before **May 15, 2025**. Proposals shall be submitted in a sealed envelope or package and titled "RFP #2024-25-10 ELO-P 2025-2026 After School Enrichment Classes ATTENTION PURCHASING DEPARTMENT."
- Requests for Information:** Any questions relative to this RFP regarding documents, discrepancies, omissions or doubt as to meanings should be directed to Vanessa, Purchasing Coordinator, at VPetersen@murrieta.k12.ca.us. All answers will be posted on the District's website at [Purchasing / Current Bids](#) no later than **2:00 p.m. on May 12, 2025**.
- Forms:** Proposals shall be made in the format specified by the District. All items should be addressed. Numbers should be stated in figures, and the signatures of all individuals must be in longhand and also in BLUE ink. The submission should be made without interlineations, alterations, or erasures.
- Execution of Forms:** Each Proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.
- Withdrawal of Proposals:** Proposals may be withdrawn by the Proposer prior to the time fixed for the opening of Proposals, but may not be withdrawn for a period of thirty (30) days after the opening of Proposals. A successful Proposer shall not be relieved of the Proposal submitted without the District's consent.
- Addenda or Bulletins:** Any addenda or bulletins issued prior to the RFP due date shall form a part of the specifications of the RFP. If addenda are issued for this RFP, they will be posted on the District's website at [Purchasing / Current Bids](#) no later than 72 hours prior to the Proposal submission deadline. The form for recognizing any addenda is included as part of this package.
- Award of Contract:** The Board of Education reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals or the RFP process. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in

the best interest of the District.

8. **Rejection of Proposals:** The District reserves the right to accept or reject any and all Proposals.
9. **Execution of Contract:** The successful Proposer shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District an executed contract. If the Proposer to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the Proposer, then the District may award the work to the best match Proposer, or may reject all Proposals and call for new proposals.
10. **Evidence of Responsibility:** Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the Proposal.
11. **Proposal Exception:** All exceptions which are taken to the requirements of this RFP must be stated clearly and submitted with the Proposal. The taking of exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the Proposal and/or a lower score. Failure to specifically note any exceptions in the Proposal shall mean the Vendor accepts all terms and conditions in the Contract Documents set forth in the Agreement. Allowance of exceptions will be determined by the Board of Trustees, whose decisions shall be final. Any Proposal exceptions or additional conditions requested after RFP closure, which are not detailed within the Proposal response, may result in disqualification of the Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a written modification may be considered only if such written modification duly signed by the Proposer was received and acknowledged by the District prior to the opening of the Proposals.
12. **Time of Performance:** The contract resulting from the award of this RFP will cover from the period of July 1, 2025 – June 30, 2026.
13. **Proposal Negotiations:** A Proposal response to any specific item of this RFP with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific item.
14. **Indemnity:** See Agreement.
15. **Prevailing Law:** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the Proposal shall conform to all applicable requirements of local, state and federal law.
16. **District Rights** The District may investigate the qualifications of any Proposer under

consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this RFP. Furthermore, the District reserves the right to:

- a. Reject any or all of the Proposals that fail to meet the requirements of this RFP;
- b. Issue subsequent RFPs;
- c. Cancel the entire RFP;
- d. Remedy errors in the RFP;
- e. Request clarification from any Proposer
- f. Reduce the scope of work if in the best interest and at the sole discretion of the District;
- g. Appoint evaluation committees to review Proposals;
- h. Seek the assistance of technical experts to review Proposals;
- i. Approve or disapprove the use of particular subcontractors and suppliers;
- j. Establish a short list of Proposers eligible for discussions, clarifications or interviews after review of written Proposals;
- k. Negotiate with any, all, or none of the Proposers;
- l. Solicit best and final offers from all, some or none of the Proposers;
- m. Discontinue discussions after commencing discussions with a Proposer for reasonable cause as determined by the District and commence discussions with other Proposer(s)
- n. Award a contract to one or more (or none) of the Proposers;
- o. Accept other than the lowest priced Proposal;
- p. Accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
- q. Waive informalities and irregularities in Proposals;
- r. Award a contract without discussions or negotiations;
- s. Disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

This RFP does not commit the District to enter into a contract nor does it obligate the District to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a contract.

17. Governing Law and Venue: In the event of litigation, the Proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

18. Insurance Requirements: All insurance must be issued by an carrier authorized to transact business in the State of California with an A.M. Best's rating of no less than "A" rating. The District will not accept surplus line insurance carriers. Proposer shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. All required insurance limits below must be met by the primary policy, rather than through an excess or umbrella policy. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Proposer maintain insurance policies with coverage and limits of liability that exceed these minimum coverage and limits requirements that are broader than as outlined below, those broader coverages and higher limits shall be

deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

Commercial General Liability, using a standard ISO CG 00 01 occurrence form or equivalent, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- Murrieta Valley Unified School District, its Board of Education, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding.
- A Waiver of Subrogation endorsement in favor of The District, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
- A Primary, Non-contributory endorsement in favor of The District, its Board, officers, agents, and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”

Umbrella/Excess Liability. \$3,000,000 excess/umbrella liability coverage.

Commercial/Business Automobile Liability. Using a standard ISO Business Auto CA 00 01 form or equivalent with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

The Business Auto coverage shall include the following endorsements:

- Murrieta Valley Unified School District, its Board of Education, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding.
- A Waiver of Subrogation endorsement in favor of The District, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
- A Primary, Non-contributory endorsement in favor of The District, its Board, officers, agents, and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”

Sexual Abuse & Molestation Insurance. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate).

The Sexual Abuse & Molestation Liability Coverage shall include the following endorsements:

- Murrieta Valley Unified School District, its Board of Education, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding.

- A Waiver of Subrogation endorsement in favor of The District, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
- A Primary, Non-contributory endorsement in favor of The District, its Board, officers, agents, and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.

Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

The Workers’ Compensation coverage shall include the following endorsements:

- A Waiver of Subrogation endorsement in favor of The District, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”

Certificate of Insurance. Proposer shall furnish the District with original certificates of insurance, additional insured endorsements, and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage.

19. Cost of Preparation: All costs for preparation of Proposals shall be borne by the Proposer.

20. Retention of Information: The District reserves the right to retain all Proposals. The District will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

21. Fingerprinting: If the nature of the work is such that the Proposer and its staff will have contact with children on the District’s school sites, that Proposer will be required to comply with the fingerprinting requirements of California Education Code Section 45125.1 and as detailed in the MVUSD contract. In addition, to the extent known at the time of the Proposal submittal, the Proposer must include with their Proposal a list of the names of staff members who may have contact with pupils in the course of the Proposer’s performance of the services that are the subject of this RFP.

22. Conflict of Interest: By submitting a Proposal, Proposer warrants and covenants that Proposer presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render any contract with the District a violation of any applicable state, local, or federal law, or District policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. Proposer shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with any District board policies or administrative regulations. If any principal provider of the services is a “consultant” for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with any applicable state or city local Conflict of Interest Code. If any conflict of interest should

hereinafter arise, Proposer shall promptly notify District of the existence of such conflict of interest in writing. The existence of a conflict of interest which violates any applicable state, local, or federal law, or District policy shall be cause for immediate termination of the Agreement

- 23. Tuberculosis:** Proposer shall maintain on file the certificates showing that the Proposer's employees were examined and found free from active TB. These forms shall be regularly maintained and updated by Proposer and shall be available to the District upon request or audit.

Proposer further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

SCOPE OF SERVICES

INTRODUCTION

Murrieta Valley Unified School District is seeking Proposals from qualified community-based organizations to operate Expanded Learning Opportunities Program (ELO-P) funded after school enrichment classes for the 2025-2026 school year at up to (11) eleven grade TK-5 elementary schools, (4) four grade 6-8 middle schools, and (1) one early childhood education center.

SCOPE OF SERVICES

Enrichment class offerings are encouraged from a wide variety of topics, including but not limited to Visual and Performing Arts (VAPA); science, technology, engineering and math (STEM); moderate to vigorous physical activity (MVPA) and organized sports (skill building, team play, or league development).

Grade Levels and Student to Staff Ratios

Our after school enrichment classes are offered to all students in Transitional Kindergarten (TK) through sixth grade.

TK - Kindergarten = 10:1

1st grade - 6th grade = 20:1

Enrichment classes offered in MVUSD should include the following elements:

- Be safe, supportive, and inclusive;
- Design active and engaged learning;
- Provide unique opportunities for students to develop skills, as well as create an environment where students can experience learning in new ways with the goal of leading to greater skill mastery;
- Design opportunities for students to develop the confidence and self-determination needed to be a leader inside and outside of the program.

Session Dates, Class Schedules

Vendor should write Proposals to include:

- Scope of services
- Tentative schedule that includes session frequency, days per week, duration, number of school sites, and length of activity (i.e. is it a 5 week session?)

Class Logistics

Vendors will teach classes in designated spaces at school sites which may include classrooms, multi-purpose rooms, fields/playgrounds, etc. The Vendor is expected to collaborate with the schools' Expanded Learning Administrator and Extended Day Leads to develop specific schedules, plan culminating events, and to understand daily routines (e.g., taking attendance, arrival/dismissal, communications, etc.). District and school staff will regularly visit Vendor classes to observe program quality and effectiveness, as well as student engagement and participation.

Recruitment/Promotion/Advertising

Vendors are expected to work with each school's Expanded Learning Administrator and Extended Day Leads to assist with promoting their classes for maximum class enrollment. This could include, but not limited to:

- the creation and distribution of bilingual (English/Spanish) flyers;
- school-wide events to meet families providing information about your class;

Accommodations for students with special needs

The Vendor is expected to teach enrichment classes to all students. MVUSD may provide additional support to students needing reasonable access and accommodations based on their individualized education plans (IEP) in collaboration with the Special Education Department.

Customer Service

Vendors will work to build personalized service, designed to provide safe and engaging learning opportunities to all enrolled students and families. When interacting with students, caregivers, and guardians, it is expected that vendors will build trusting relationships, provide high quality care and education, and address concerns and complaints in an empathetic and solution-based mindset. It is also expected that vendors uphold confidentiality and maintain a professional and positive attitude and be flexible.

Culminating Event

The expectation is that there is a culminating experience (e.g., performance at the school, presentation to parents, participation in a District event such as smART Festival, STEM Challenge, or championship game, etc.) representing student work or skills for the session.

Based on the above information regarding the scheduling of classes, days of service, and weeks in a session, the Vendor should consider and describe how many schools they are able to serve during a xx-week session.

Staff

The Vendor must provide highly-trained staff, experienced in teaching students in large groups (up to 20 students per instructor). Provide details about staff training and professional development, and describe strategies for student engagement and classroom management.

RFP RESPONSE FORMAT

Responsive Proposals shall include the following elements:

Part I – Cover Letter

The cover letter shall include a brief statement of intent and category of services being offered to the District, and signature of an authorized officer of the organization, who has legal authority in such transactions. The cover letter shall provide the name, position and full contact information for the individual designated as the Proposer's contact for its Proposal.

The Cover Letter shall include an acknowledgement of any addenda issued for this RFP.

Part II – Qualifications and Experience

The description shall show that the Proposer possesses demonstrated skills and experiences in specific areas of the RFP. This section shall include:

1. Background of Proposer and detail for any project that relates specifically to this RFP.
2. Describe the Proposer's experience in conducting these types of services.
3. A list of all agencies to which the Proposer has provided services over the past five (5) years.
4. The following Quality Standards for Expanded Learning Programs should be addressed:
 - a. Point of service Quality Standards 1 - 6
 - b. Programmatic Quality Standards 7 - 12

Part III – Acknowledgement of Scope of Work, Cost, and Agreement

1. A statement of the Proposer's understanding of the work to be performed and Agreement
 - a. to be signed upon notice of intent to award.
2. A description of the Proposer's program.
3. Proposers must provide a cost breakdown of services for each of the 16 sites. Please include the maximum number of students that the program will support. Proposers must explicitly describe and break down the cost of their program.

Part IV – References

Proposer must provide a minimum of five (5) school district references that include contact name, title, telephone number and email address. (See Reference Check Form, page 16.) These references may be contacted.

Part V – Non-Collusion Declaration

Proposer must return a fully executed Non-Collusion Declaration with the completed Proposal.

Part VI – Fingerprinting Certification

Proposer must return a fully executed Fingerprinting Certification form, with the completed Proposal.

PROPOSAL EVALUATIONS

PROPOSAL EVALUATIONS

The District intends to select the Proposer(s) that best fulfills the requirements and provides the best value to the District. The Proposals will be evaluated based on the following criteria, which may not be in order of ranking or weighting:

- Experience/Qualifications
- Program Details
- Program Cost
- References

The District may request additional information from Proposers to clarify any element of any Proposal. After all Proposals are received, the District may invite one or more Proposers to make a presentation and to be interviewed. The District reserves the right to make independent investigations as to the qualification of Proposer(s).

By responding to this RFP, Proposer acknowledges that acceptable Proposers may be subject to an interview by a District committee. Proposer acknowledges that this is for the performance of a service and shall be determined upon finding the best match for the purposes of the District and that lowest responsible bidder requirements do not apply. The District reserves the right to select Proposers based on their qualifications and the District's determination of which Proposers will provide the most cost-effective services and ensuring that the services are most advantageous and in the best interests of the District.

The District shall evaluate Proposals based on the criteria listed below:

Cover Letter	10 points max
Qualifications and Experience	60 points max
Acknowledgement of Scope of Work, Cost, and Agreement	20 points max
References	10 points max
Total	100 points max

The District reserves the right, but shall not have the obligation, to conduct interviews. These sessions are face-to-face in person or can be held virtually, and are confidential exchanges between a Proposer and the RFP Selection Committee for the purpose of: (1) validating the Proposer's direction and philosophy; (2) clarifying a Proposal to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents; and (3) discussing any perceived weaknesses or deficiencies in a Proposal. Interviews will be conducted after scoring of the Proposals and pursuant with the RFP schedule and dates set forth in Key Events Schedule. Each Proposer invited to participate in an interview will be notified in writing by the District, with a specific location and time.

Vendor Selection:

The Vendor selection process for this RFP will be based on a comprehensive evaluation of key criteria, including technical capabilities, cost-effectiveness, industry experience, compliance with requirements, and overall value proposition. Each Vendor will be scored on these criteria based on the points outlined in the Proposal Evaluations Section. After evaluating all Proposals, the District will identify a shortlist of Vendors to utilize throughout the contracted time period. To be considered for this shortlist, a Vendor must achieve a minimum score of 80 points.

REFERENCE CHECK FORM

Proposer should include relevant California Public School District references.

Proposer:	
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Reference Check General Information

Organization		Address	
Contact Name			
Title		Business Dept.	
Phone		E-mail Address	
Services Performed			

Organization		Address	
Contact Name			
Title		Business Dept.	
Phone		E-mail Address	
Services Performed			

Organization		Address	
Contact Name			
Title		Business Dept.	
Phone		E-mail Address	
Services Performed			

Organization		Address	
Contact Name			
Title		Business Dept.	
Phone		E-mail Address	
Services Performed			

Reference Check Form (Continued)

Organization		Address	
Contact Name			
Title		Business Dept.	
Phone		E-mail Address	
Services Performed			

NON-COLLUSION DECLARATION FORM

State of California)

) ss.

County Of Riverside)

I, _____, being duly sworn, declare that I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this _____ day _____ of

_____ 2025 at _____ California.

Signature

FINGERPRINTING CERTIFICATION FORM

I, _____, on behalf of _____ (“ Proposer”),
certify that, pursuant to Education Code section 45125.1, the Proposer has conducted the required
criminal background check(s) of all persons who will be providing services to the Murrieta Valley
Unified School District on behalf of this Proposer, and that none of those persons have been
reported by the Department of Justice as having been convicted of a serious or violent felony as
specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this certification is
not to be signed and submitted until I have received clearance from DOJ and FBI regarding those
persons named. As further required by Education Code section 45125.1, attached hereto is a list
of names of the employees or agents of the Proposer who will be providing services to the
Murrieta Valley Unified School District and who are required to be fingerprinted. I agree to keep
this list current and to notify the Murrieta Valley Unified School District of any addition/deletions
as they occur.

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

Executed this _____ day of _____, 2025, in Riverside County, California.

(Seal of business)

By: _____
(Signature)

ADDENDA FORM

REQUEST FOR PROPOSAL NUMBER #2024-25-10

EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELO-P) 2025-2026
AFTER SCHOOL ENRICHMENT CLASSES

Proposer must complete and sign this form and submit it with its Proposal.

Addendum Number (Can be listed on one line or separate lines):

The undersigned hereby acknowledges receipt of the addenda listed above and has taken the information contained therein into full consideration in its Proposal. Failure to acknowledge receipt of each addendum may be cause for rejection of the Proposal.

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

AGREEMENT

THIS Agreement is hereby entered into on this ____ day of _____, 2025, (“Effective Date”) in the County of Riverside, State of California, by and between the Murrieta Valley Unified School District, hereinafter called DISTRICT, and _____, hereinafter called PROVIDER.

WITNESSETH that the DISTRICT and the PROVIDER for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF SERVICES. The PROVIDER shall provide the services as outlined in the Request for Proposal (RFP) documents and PROVIDER’S Proposal.

ARTICLE 2 – AGREEMENT PRICE. The District shall pay to the PROVIDER as full consideration for the faithful performance of the agreement, as provided in the RFP documents, and including any applicable sales, use or other taxes or costs, in the sum of _____ dollars (\$_____).

The expenditures for these services will be determined based on the school site(s) assigned.

ARTICLE 3 – COMPENSATION. District agrees to pay PROVIDER for services satisfactorily rendered pursuant to this Agreement. District shall pay PROVIDER for work performed after submitting invoice(s) and other documents reasonably requested by the District to District, which includes a statement of work performed and services provided; upon District approval of invoice, payment shall be due within thirty days of receipt of invoice.

ARTICLE 4 – TERM OF AGREEMENT. The initial term of this Agreement shall be from the Effective Date above through _____. This Agreement may be renewed, at the option and sole discretion of the District, for up to one (1) year upon mutual written consent of District and PROVIDER. The total term of this Agreement shall not exceed five years from the Effective Date.

ARTICLE 5 – INDEMNITY/ HOLD HARMLESS. To the fullest extent permitted by law, PROVIDER agrees to indemnify, defend, and hold the District, its Board of Education, officials, agents, employees, volunteers, officers, and representatives (collectively, “Indemnitees”) entirely harmless from all liability arising out of:

- a. Workers Compensation and Employers Liability: Any and all claims under workers’ compensation acts and other employee benefit acts with respect to PROVIDER’s employees or PROVIDER’s subcontractor’s employees arising out of PROVIDER’s work under this Agreement.
- b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of

law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the PROVIDER or Indemnitees, or any person, firm or corporation employed by the PROVIDER or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the Indemnitees;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default, error, or omission of the PROVIDER, or any person, firm or corporation employed by the PROVIDER, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services performed by PROVIDER in accordance with this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole negligence, or willful misconduct of the District.

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

e. The parties to this Agreement understand and agree that this Section of this Agreement shall be the sole indemnity, as defined by California Civil Code section 2772, governing this Agreement. Any other indemnity that is in the PROVIDER's Proposal shall be void and unenforceable between the parties.

f. Any attempt to limit the PROVIDER's liability to the Indemnitees in an attached exhibit or other attachment shall be void and unenforceable between the parties. In no event shall the PROVIDER's liability be limited to any amount including, but not limited to, the amount of fees received by the PROVIDER for performing services related to this Agreement.

ARTICLE 6 – TERMINATION.

a. Termination Without Cause. This Agreement may be terminated by District without cause upon thirty (30) days' written notice to PROVIDER. If this Agreement is so terminated, PROVIDER shall be paid for all Services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination. Upon such termination, PROVIDER shall submit to District an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. PROVIDER shall promptly deliver to District all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of District without additional compensation to PROVIDER.

b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

- i. If PROVIDER fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement; or
- ii. If any state, county, city or federal license, authorization, waiver, license, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If it is found by District that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by PROVIDER, or any agent or representative of PROVIDER, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

In the event a termination for default or breach is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination without cause in accordance with Article 6.a above, and PROVIDER shall have no greater rights than it would have had if a termination without cause had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by PROVIDER.

c. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. PROVIDER shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by District;
- iii. PROVIDER shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by District;
- iv. PROVIDER shall promptly deliver to District possession all proprietary or confidential documents and information

ARTICLE 7 – DOCUMENTS- RETENTION AND OWNERSHIP.

- a. PROVIDER shall maintain adequate documentation to substantiate all charges PROVIDER shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of District for inspection at any reasonable time.
- b. PROVIDER shall maintain the records or any other records related to the performance of this Agreement and shall allow District access to such records during the performance of this Agreement and for a period of four (4) years after completion of all Services hereunder.
- c. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the PROVIDER or PROVIDER's consultants in accordance with this Agreement (regardless of medium, format, etc.) shall be and remain the property of the District (hereinafter "Property"). The District may provide the PROVIDER with a written request for the return of its Property at any time. Upon PROVIDER's receipt of the District's written request, PROVIDER shall return the requested Property to the District within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this Agreement.

ARTICLE 8 – ASSIGNMENT. The PROVIDER shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Board of Education of the District, which consent is in the Board's sole and absolute discretion. Should the PROVIDER be allowed to assign the Agreement, any such assignment shall not operate to increase the cost or to reduce the obligations owed to the District. The District will not enter into a separate agreement with the assignee. PROVIDER agrees that the District shall have the right to approve any and all subcontractors to be used by PROVIDER in the performance of this Agreement before PROVIDER contracts with or otherwise engages any such subcontractors.

ARTICLE 9 – INDEPENDENT CONTRACTOR. PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. PROVIDER understands and agrees that PROVIDER and all of PROVIDER's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PROVIDER assumes the full responsibility for the acts and/or omissions of PROVIDER's employees or agents as they relate to the services to be provided under this AGREEMENT. PROVIDER shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective PROVIDER's employees

ARTICLE 10 – COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein

set out in full or attached hereto:

- Notice to Proposers
- Instructions to Proposers
- Non-Collusion Declaration Form
- Agreement
- Agreement for Access to Student Information for the Purposes of Conducting Contracted Work for the District
- Addenda Form
- Scope of Services
- Provider's Submitted Proposal
- Reference Check Form
- Fingerprinting Certification Form

All of the above-named "Contract Documents" are intended to be complementary. This Agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

PROVIDER:

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**AGREEMENT FOR ACCESS TO STUDENT INFORMATION FOR
THE PURPOSES OF CONDUCTING CONTRACTED WORK FOR
THE DISTRICT**

_____ (hereafter referred to as “Provider”), hereby acknowledges and agrees that the personally identifiable student information (“Student Information”), being disclosed to it by Murrieta Valley Unified School District (“District”) is for the limited purpose of conducting services as listed in RFP #2024-25-10 Expanded Learning Opportunities Program (ELO-P) 2025-2026, and will be used only for that purpose.

Further, the Provider is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Student Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the disclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.17.310.

The Provider further is required to maintain the confidentiality of the Student Information provided and not to disclose personally identifiable information about a student including photos to any other party without the prior written consent of the parent or eligible student or as is otherwise authorized by law or regulation. The Provider also agrees to defend, indemnify and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Student Information by the Provider or its employees or agents.

It is further acknowledged and agreed that when the work contracted with the District has been completed, all Student Information will be destroyed and no copies or other retention of the personally identifiable Student Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the Provider.

Company: _____

Name (Printed): _____

Signature: _____

Date: _____