



GARDEN GROVE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL EXPANDED LEARNING PROGRAMS – CULINARY ARTS RFP NO. 2506

**PROPOSAL DEADLINE:
DECEMBER 29, 2025 BY 12:00PM**

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
10331 STANFORD AVENUE
GARDEN GROVE, CA 92840
714-663-6340**

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***IF ITEMS ARE NOT RETURNED AT THE TIME OF THE PROPOSAL DEADLINE, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR PROPOSALS

DISTRICT: Garden Grove Unified School District

PROPOSAL DEADLINE: December 29, 2025 by 12:00PM

PLACE OF RECEIPT: Garden Grove Unified School District
Purchasing Department, 4th Floor
10331 Stanford Ave.
Garden Grove, CA. 92840
Attention: Sunny Ho, Purchasing Supervisor

Project: Expanded Learning Programs – Culinary Arts, RFP No. 2506

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated proposal deadline, sealed RFP's at the place identified above for the award of a contract for the above project. It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any proposal received after the scheduled closing time for receipt of proposal shall be returned to the Bidder unopened.

The District is seeking proposals for **Expanded Learning Programs – Culinary Arts, RFP No. 2506**. At this time, the District is interested in proposals to provide Culinary Arts programs after school.

Time is of the essence. Each proposal must conform and be responsive to the bid documents, which are on file in the Business Office. Proposal documents will be made available on **November 14, 2025** as a download at <https://ggusd.us/departments/purchasing>. Bidders will be responsible for reproducing all documents related to this bid. All proposals shall be made and presented on the forms provided in the proposal documents. No Bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals. The District reserves the right to reject any or all bids or to waive any irregularities or informalities therein.

Any and all questions shall be directed to Sunny Ho sho1@ggusd.us, Purchasing Supervisor on or before **December 3, 2025 at 10:00AM**. Questions to answers will be posted as an official addendum online at <https://ggusd.us/departments/purchasing> on or before **December 15, 2025 by 5:00PM**.

The award of the contract, if made by the District, will be to the qualified firm(s) whose proposal best complies with all requirements set forth in the proposal documents, including all legal requirements, and is in the best interest of the District.

Dated this November 14, 2025

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Kathy Seo
Assistant Director of Business Services
Publication Dates: **November 14, 2025 & November 21, 2025**
Orange County News: PO# W72V0006

SCOPE OF WORK/ PROPOSAL OBJECTIVE

The Garden Grove School District is a public-school district located in Orange County, in the State of California, and serves a student population numbering approximately 38,000 in Preschool through twelfth grade. Currently, the District has 65 school sites: 47 elementary schools, 10 middle schools, and 8 high schools. The District's other facilities include Administrative offices and Support Buildings, including Special Education schools, Adult Education School, and Operational Support such as Maintenance and Transportation department.

The intent of this request for proposal (RFP) is to contract with a company (or companies) who will provide Expanded Learning Programs that focus on Culinary Arts. Programs will be designed to meet student needs and may serve grade levels ranging from TK through 12. They can take place at any of our school sites. The first year of the contract can begin as early as February 4, 2026 until July 31, 2027 (which can include 31 days of intercession during the summer) with option to renew based on but not limited to, satisfactory service, performance, and working collaboratively to meet the District's goals of 90% daily attendance. The Bidder awarded the contract shall bill the District and shall be paid based on student's daily attendance. Refer to the following appendix:

- Appendix A- District School Site Map

The District will work collaboratively with the awarded Bidder to provide enrichment programs to students. The awarded Bidder shall be responsible for providing all operational logistical components such as but not limited to staff, sub-contractors, instructional materials, supplies, and smart cell phones with the ability to gain cell phone coverage within the school sites.

The District reserves the right to reject any or all proposals, make an award, multiple awards, or to waive any irregularities or informalities in any proposal or in the RFP process. The District further reserves the right to negotiate contract fees, terms, and conditions and to terminate such negotiations at any time. The District shall have the right to negotiate any and all final terms and conditions of any agreement with the Bidder and nothing in this RFP or any response shall be deemed or construed as a limitation of such rights.

The District will evaluate each Bidder based on information set forth in the submitted response, together with other information available to the District from any other sources, and evaluation criteria outlined in the Instructions to Bidders. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the ability to meet District specifications and project costs range, as well as the Bidder's ability to develop a rapport and working relationship with District personnel.

This RFP is solely a solicitation for responses. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any Bidders; (ii) create any obligation for District to enter into a contract with any Bidders or other parties; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any response.

The District anticipates that the schedule of events in connection with this RFP will be as set forth below. **However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement for the Expanded Learning Opportunities Programs – Culinary Arts, to alter its anticipated schedule as related to this RFP.**

<u>Event</u>	<u>Anticipated Date</u>
RFP Available	November 14, 2025
Questions due to Purchasing (sho1@ggusd.us) at 10:00AM	December 3, 2025
Answers to questions posted on GGUSD.US website by 5:00PM	December 15, 2025
RFP Packets due to Purchasing by 12:00PM	December 29, 2025
Evaluation Period	January 6, 2026 – January 9, 2026
Board Approval	February 3, 2026
First Term of Contract	February 4, 2026 - July 31, 2027

Bidder shall perform and render all services as prescribed and required by RFP No. 2506 Expanded Learning Programs – Culinary Arts and all Contract Documents and any other documents signed by both parties relating to the subject matter of the Contract, all of which are incorporated by reference as though set forth in full herein. If applicable, Bidder shall comply with any required prevailing wage and labor requirements and shall defend and indemnify the District from any claims arising from the service Provider’s failure to comply with such requirement.

The intent of this contract is to ensure the safety of children; alignment with the school curriculum; successful operation following established policies and procedures; strong financial operations, communication between Bidder and the District; protection of school facilities; and coordination of schedules. It is also intended to ensure continued successful student performance through a collaborative relationship with the District, awarded Bidder, and school sites.

Safety

All District properties are weapons and firearms-free zones. The Bidder, its subcontractors, and their respective employees, agents, and representatives are each hereby prohibited from possessing on their persons or in their vehicles, any firearms or other weapons while on or at any District property.

School Alignment

1. The Bidder and District Staff shall work with the Site Coordinators to create a recruitment plan to ensure that programs meet the needs of the school and grant guidelines. The school and Bidder will work as partners to provide after school, before school, and/or summer services to students.
2. District reserves the right to make recommendations for appropriate placements for students.
3. The Bidder will prioritize delivering high quality programs designed to meet the specific needs of the school site, thereby encouraging student attendance after school, before school, and/or summer sessions.

Staff

1. District staff will approve selection of the school Site Coordinator based on the identified criteria/job description. Expanded learning job descriptions are as follows:
 - District Staff- ELOP District Staff who oversees the Garden Grove Unified School District’s ELO programs and works directly as a district representative and liaison between Garden Grove Unified School District & contractor.
 - Site Administration - This could be the site administration and/or Garden Grove Unified School District’s Community Based Partner
 - Site Coordinator- Employed by contractor and coordinates all staff within a school site. Responsible for coordinating the program at the site level.
 - Program Leader- Front line staff that works directly with Garden Grove Unified School District students. One for each 20 students (grades 1-12) and one for each 10 students (Grades TK and K).
2. All of the Bidder’s staff must meet ESSA paraprofessional requirements.
3. District Staff will review position descriptions for all Site Coordinator and Program Leader positions.
4. Site Coordinator will provide staffing lists, work schedules, and weekly or monthly calendars of after school, before school, and/or summer expanded learning programs and a copy will be sent via email to the District Staff and/or school Site Administration. Site Coordinators shall report any staffing problem that directly impacts student/leader ratios, to the District Staff immediately. Staffing problems, therefore, will be resolved collaboratively.
5. Expanded learning program staff shall follow the dress code and management standards established by the school regarding personal use of cell phones, headsets, recording/listening devices, etc., during program hours.

Operations

1. Bidder shall take student attendance daily using digital system. Bidder shall submit monthly attendance reports to District Staff.
2. District Staff, Bidder's Site Coordinators and Program Leader shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served.
3. Bidder's Site Coordinators, other staff and District Staff will meet at least monthly to monitor program activities, attendance goals, and other plan components.
4. Bidder's Site Coordinators will notify Program Leader and District Staff, when the attendance drops below goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment. Bidder's Program Leader and other personnel shall assist the Site Coordinator in the implementation of the plan.
5. Site Coordinators will maintain a waiting list of students to ensure the vacancies are filled as soon as they occur.

Communication

1. Site Coordinators shall immediately address any concerns on the part of parents, teachers, employees, students, or neighbors regarding the operations of the Bidder's programs. This may involve direct communication with the Site Administrator and/or District Staff. The Site Coordinator shall immediately communicate to District Staff any issue as it arises so that it may be adequately addressed and resolved; and the District Staff shall be copied on all such correspondence.
2. District staff will receive at the beginning of the program a roster of Bidder's Staff, with their work contact information. Updated rosters will be provided when staff changes occur. Bidder's Program Leader will provide rosters of all school staff involved with Bidder.
3. The Site Coordinator must have permission from the District staff to distribute any information directly to students, parents, and/or staff.
4. District Staff will confer with sites to review program quality, successes, and concerns. Information will be shared with the Site Coordinator and Program Leader.
5. Site Coordinators will make at least one informal weekly contact with Site Administrators and have one formal monthly meeting with Site Administrator that may include District Staff.

Finance and Administrative Records

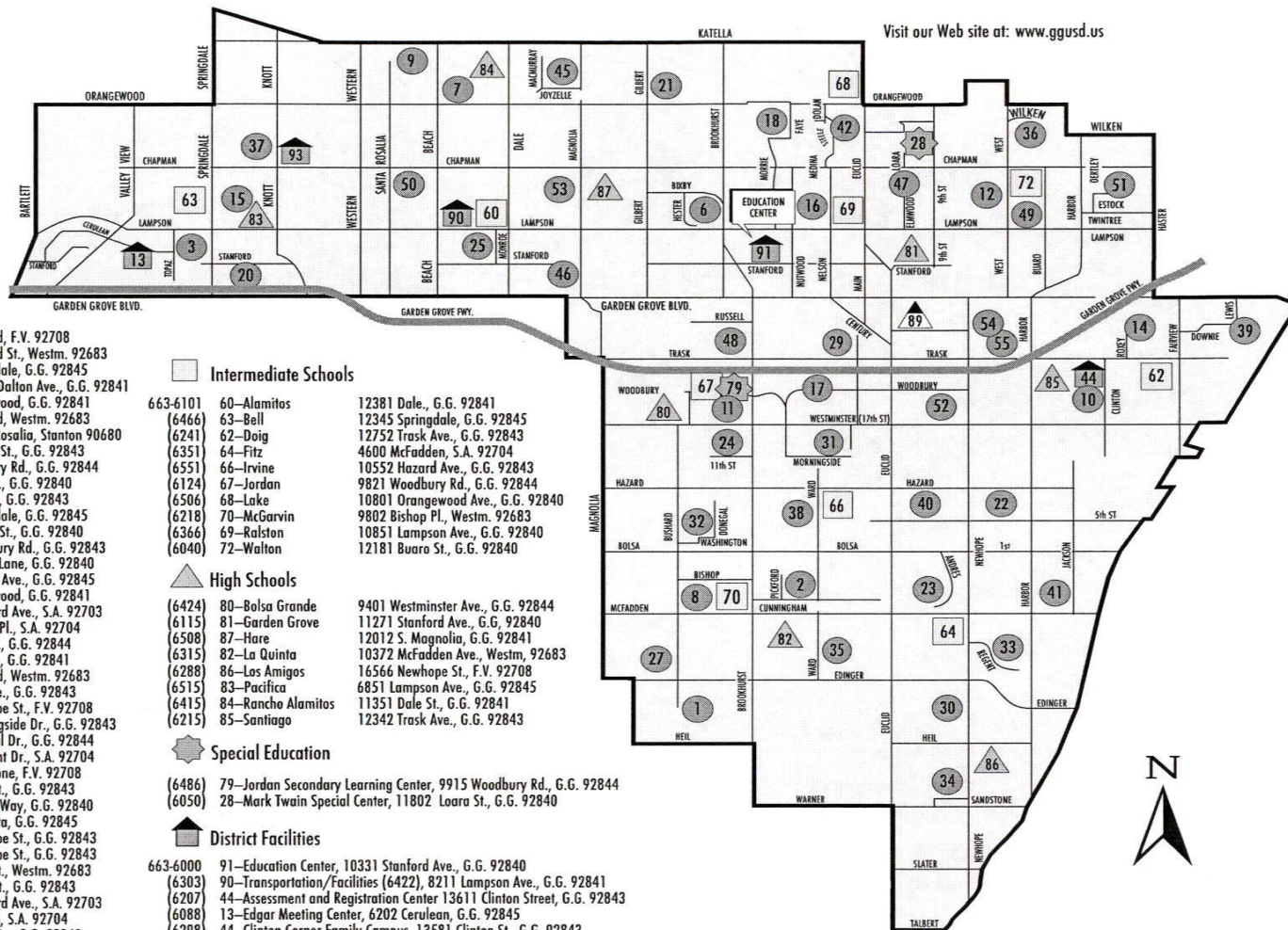
1. Bidder must provide a budget to the District, which shows that a minimum of 92.5% of all projected revenue will be spent on direct services. Administrative costs/indirect costs may not exceed 3.73% of the budget submitted by Bidder.
2. The monthly attendance rate for each school site needs to strive to meet the District's 90% attendance rate.
3. A program implementation plan must be developed.
4. A Progress Report will be conducted on a quarterly or trimester basis and will be reviewed with District Staff every quarter or trimester.

APPENDIX A – GGUSD DISTRICT SCHOOL SITE MAP



School district telephone numbers begin with (714) 663-. The last four digits for schools/district facilities are in parenthesis receding each site below.

Visit our Web site at: www.gausd.us



9702.15
Rev. 11/2018

INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN EVEN IF FROM THE SAME DISTRICT

1. Preparation of Proposal. Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Pricing Matrix, and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. Form and Delivery of Proposal. The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing Matrix provided. **Bidder shall submit one (1) original and five (5) copies of their proposal and shall be submitted in separate three-ringed loose-leaf binders or in any other type of binding (i.e., spiral, soft report cover), along with a digital copy submitted on a USB flash drive.** The complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and mailed to **Garden Grove Unified School District, Purchasing Department, 4th Floor, 10331 Stanford Ave, Garden Grove, CA. 92840. Attn: Sunny Ho, RFP No. 2506** and must be received on or before the proposal deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left-hand corner with the Bidder's name, the proposal number and the date and time for the opening of proposals. **It is the Bidder's sole responsibility to ensure that their proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened. At the time and place set forth for the opening of proposals, the sealed proposals will be opened and evaluated. **Any and all questions regarding this bid must be submitted in writing to Sunny Ho, Purchasing Supervisor at sho1@sggusd.us before December 3, 2025 at 10:00AM. Answers to these questions and any other related addenda will be posted no later than December 15, 2025 at 5:00PM on the Garden Grove Unified School District website (<https://www.ggusd.us>). Any and all addenda that is posted to the GGUSD website hereto shall become a part of the original bid documents. All prospective bidders must acknowledge these addenda by either submitting the addenda documents with their original proposal packets, or acknowledging the addenda documents by completing the proposal form in its entirety. Failure to acknowledge an addendum may deem a prospective Bidder as unresponsive.**
3. Signature. Any signature required on proposal documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents. **Unsigned proposals will be considered non-responsive, thus resulting in rejection of the proposal.**
4. No Bid. Any item not included in the proposal price is to be noted on the Proposal Form Pricing Matrix and Agreement as "No Bid".
5. Modifications. Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically call for in the proposal documents may result in the rejection of the proposal as

being nonresponsive. Oral, telephonic, facsimile or electronic modification of any of the proposal documents will not be considered.

6. Erasures, Inconsistent or Illegible Proposal. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being nonresponsive.

7. Examination of Proposal Documents. At its own expense and prior to submitting its proposal, each Bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Interpretation of Proposal Documents. If any Bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof or answers to questions must be submitted in writing to the Purchasing Department, **Sunny Ho at sho1@ggusd.us on or before December 3, 2025 at 10:00AM.** No requests shall be considered after this time. Questions to answers will be posted as an official addendum online at: <https://www.ggusd.us> on or before **December 15, 2025 at 5:00PM.** The Bidder submitting the written request shall be responsible for its prompt delivery. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail.

9. Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a proposal.

10. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

11. Proposal Pricing. Proposal prices awarded as a result of this RFP shall remain firm for the initial term of the contract. Bidder certifies that prices are the lowest offered to any comparable customer and District will be given the benefit of any lower prices or price decreases during the term of the contract. Bidder is to give District immediate advantage of such decrease, and inform District in writing of the decrease. Payment for initial term will be paid on invoice with Net 30-day payment terms. Proposal prices are to include any and all incidental charges pursuant to performing the services required under this contract.

(a) Adjustments, if approved by the District, for subsequent years will not exceed the percentage change in the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim- Riverside area for the year beginning March 2025 and ending March 2026, and for each subsequent one-year period (on the March to March time period) if this

contract is renewed. This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. The successful bidder is responsible for requesting all price increases in writing. (Price increases shall not be automatically made.) By submitting a proposal, the successful bidder agrees that it is willing to provide such contract extensions under these terms if requested by the District, at District's sole discretion.

- (b) In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Garden Grove Unified School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Contractor to increase the then-current Contract Rates at the time it receives the request in writing from the Contractor. However, for avoidance of doubt, in no event will the District agree to any increase, or any adjustment that results in any increase, in the Contract Rates that exceeds the CDE's rate allowance per student.

12. Availability of Funds. Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The District may terminate this contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this contract. In the event the District exercises this provision, no liability shall accrue to the District, and the District shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the proposal. By submitting a proposal, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and experience of subcontractors and other persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of services may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the proposal of any Bidder who does not pass any such evaluation to the satisfaction of the District.

- (a) The Successful Bidder shall also have no less than **Three (3) years'** experience in the magnitude and character of the work, with a majority of that time being spent providing **culinary arts expanded learning programs** for school districts and/or public agencies in California. Bidders are to provide a list of current or past contracts for which your firm has performed or is performing work of similar type, scope, and complexity. The list must include the name, address, email address, and phone number of the contracting party as well as a description of the services performed and the dollar amount of the contract. Upon further consideration of the Proposal, the District may request additional information.
- (b) Bidders are to complete the Proposal Form in full and must indicate the start and end date of the contract(s) to satisfy the minimum requirement of successful experience. Bidder shall list the contract(s) in chronological order starting from current date to oldest contract.

14. References. Bidders shall list a minimum of **three (3) references** where Bidder has successfully provided similar type(s) of goods and services to another large school district or public agency at a similar size and scope as the Garden Grove Unified School District. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by Bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive.

The District reserves the right to obtain from any or all sources, information concerning Bidders which the District deems pertinent and to consider such information in evaluating the Bidder's proposal.

15. Inspection of Facilities. As part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to successfully execute the contract. Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

16. Award of Contract. The award of the contract, if made by the District, will be by action of the Governing Board, to the responsive and responsible bidder based on experience and past performance, capabilities of providing service, personnel selection and retention plan, cost and references and any other requirements of the proposal. The District reserves the right to reject any or all proposals, or to waive and irregularities or informalities in any proposal or in the proposal process. If two identical low proposals are received from responsive and responsible Bidders, the District will determine which proposal will be accepted. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required document within ten (10) calendar days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all proposals.

17. Agreement. The form of agreement which the successful Bidder will be required to execute, is included in the proposal documents and should be carefully examined by the Bidder. The agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Proposals, Scope of Work / Proposal Objective, Appendix A – GGUSD District School Site Map, Information for Bidders, Instructions for Submitting Proposals, Technical and Price Evaluation for Responsive Bidders, Proposal Form, Proposal Form Pricing Matrix, Previous Experience, References, Noncollusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractors Regarding Criminal Records Check, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Agreement, General Conditions, and all insurance requirements, specifications, modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the contract.

(a) **The District will not consider any modifications to the agreement.** Bidder understands that if they are awarded the contract, the agreement must be acknowledged and executed as is. If Bidder is not willing to execute the agreement as is, they are asked not to submit an RFP for consideration.

18. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth below during the term of the contract. The Certificate must contain current coverage dates and the following liability limits:

INSURANCE	LIMITS
WORKERS COMPENSATION	\$1,000,000
COMMERCIAL GENERAL LIABILITY	
EACH OCCURANCE <u>AND</u>	\$2,000,000
GENERAL AGGREGATE	\$5,000,000
UMBRELLA EXCESSIVE LIABILITY – AGGREGATE	\$5,000,000

COMMERCIAL AUTOMOBILE LIABILITY	
INJURY/DEATH TO ONE PERSON	\$1,000,000
INJURY/DEATH TO MORE THAN ONE PERSON	\$3,000,000
DAMAGE TO PROPERTY	\$1,000,000
SEXUAL ABUSE AND MOLESTATION	
PER WRONGFUL ACT <u>AND</u>	\$3,000,000
AGGREGATE	\$6,000,000
CYBER LIABILITY	
PER OCCURANCE	\$1,000,000
AGGREGATE	\$2,000,000

For all insurance coverages provided by successful bidder, the following terms apply:

- (a) All liability policies are to contain, or be endorsed to contain, the following provisions:
1. Successful Bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
 2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful Bidder; products and completed operations of the successful Bidder; premises owned, occupied or used by the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees, agents, and representatives.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful Bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- (b) The successful Bidder agrees to purchase all required insurance at successful Bidder's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.
- (c) All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Successful Bidder shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- (d) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Rating) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- (e) The District shall be added as an additional insured on all insurance policies with respect to services performed by the successful Bidder (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The successful bidder shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.

- (f) All insurance policies required from the successful Bidder shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the successful Bidder's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- (g) All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance.
- (h) All insurance policies and coverages shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- (i) If successful Bidder's Professional Liability policy is a "claims made" policy, successful Bidder shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- (j) The comprehensive General Liability policy shall contain a Severability of Interests clause.
- (k) **Sexual Abuse and Molestation Insurance:**
In any Scope of Work where direct or incidental contact with students in or out of the classroom setting is likely to take place, the Service Provider must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claim made or claims made and reported basis. Coverage for such claims must be subject to any exclusion, restriction, or sub-limit. The District, its Board of Trustees, employees, agents, volunteers, and representatives must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (l) **Cyber Security and Privacy Liability Policy:**
This coverage shall have limits of not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate coverage. The policy shall provide coverage for liability arising from the theft, dissemination and/or use of confidential information, including but not limited to:
 - 1. Personally Identifiable Information (PII);
 - 2. Protected Health Information (PHI), security codes, access codes, passwords;
 - 3. Personal Identification Numbers (PINS), notification costs, credit monitoring, and other expert services, regulatory fines, and defense costs;
 - 4. Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
 - 5. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the vendor (first party or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
 - 6. Liability arising from professional misconduct or lack of the requisite skill required to the performances of service as defined in the contract or agreement.
- (m) **Umbrella/Excess Liability Policy:**
An Umbrella Liability Policy (or Excess Liability) may be used to provide additional Commercial General

Liability, Automobile Liability, and Employers' Liability limits to meet the District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.

- (n) The successful Bidder is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The successful Bidder will comply with such provisions and shall furnish the District satisfactory evidence that the successful Bidder has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.
- (o) The procuring of such required policy or policies of insurance shall not be construed to limit successful Bidder's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.
- (p) Any deductibles or self-insured retention must be declared to and approved by the District's Director of Risk Management. If the deductibles or self-insured retention limit is unacceptable to the District's Director of Risk Management, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the Garden Grove Unified School District, its officers, officials, employees and volunteers.
- (q) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
- (r) Bidder shall furnish the District with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District's Director of Risk Management before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the District's Director of Risk Management at: **Garden Grove Unified School District, Attn: Assistant Director of Business Services, 10331 Stanford Ave. Garden Grove, CA. 92840**
- (s) District will withhold payments to Bidder if the certificates of insurance and endorsements required in the sections above are cancelled or Bidder otherwise ceases to be insured as required herein.

19. Hold Harmless/Indemnification and Insurance. The successful Bidder will defend, indemnify and hold harmless the District, its Governing Board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Bidder of this Agreement and reimburse the District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the District that arises out of the performance by the Bidder. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Bidder shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and provide that a **Thirty (30)** days' Notice of Cancellation will be given the District.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, its Governing Board, officers, employees, agents, and representatives, the State of California and their officers, employees, agents and independent contractors from every claim or demand made and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of liability for:

- (a) death or bodily injury to persons;
- (b) damage or injury to, loss (including theft), or loss of use of, any property;
- (c) any failure or alleged failure to comply with any provision of law or the Contract Documents;

- (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (e) any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Bidder person, firm or corporation employed by Bidder, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (f) Bidder, at Bidder's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, 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.

Bidder shall ensure that its contract with its employees contains revisions requiring the employees to defend, indemnify and hold harmless the District, Architects, Inspectors, the State of California and their officers, employees, agents and independent contractors to a minimum level as set forth in this Article.

The Contractor's and employees' obligation to defend, indemnify and hold harmless the District, Architects, Inspectors, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following:

- (g) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property;
- (h) breach of any warranty, express or implied;
- (i) failure of the Contractor or employees to comply with any applicable governmental law, rule, regulation, or other requirement; and
- (j) products used in connection with the Work.

20. License and Permits. Bidder represents and warrants to the District that all services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that the Bidder has all the permits, qualifications and approvals of whatsoever nature which are legally required for Bidder to practice its profession. Bidder represents and warrants to the District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Bidder to practice its profession.

21. Anti-Discrimination. In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors of such Bidder.

22. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

23. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all Bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee or subcontractor of Bidder violate the District's Board policy after having already been warned once for violating District's tobacco-free policy, Bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Noncollusion Declaration.

25. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

- (a) Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the district that will enter the sites and other Districts' facilities for purposes of providing services covered by this proposal during normal Districts' hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of a serious or violent felony as specified will have contact with pupils. Bidder will provide District with a list of all employees providing services pursuant to this proposal. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.
- (b) Contractor shall not permit any employee or sub-contractor to perform any services until the Department of Justice has determined that the employee has not been convicted of a felony and/or has not felony criminal charges pending as defined in Education Code Section 45122.1.

26. Public Information. All materials received by the District in response to this RFP shall be made available to the public. If any part of a Bidder's material is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the proposal documents. Any Bidder information used to aid in proposal selection must not be restricted from the public.

27. Force Majeure Clause. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

28. Deviations from Proposal Terms and Conditions. Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

Form and Delivery of Proposal.

The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing Matrix provided. **Bidder shall submit one (1) original and five (5) copies of their proposal and shall be submitted in separate three-ringed loose-leaf binders or in any other type of binding (i.e., spiral, soft report cover), along with a digital copy submitted on a USB flash drive.** The complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and mailed to **Garden Grove Unified School District, Purchasing Department, 4th Floor, 10331 Stanford Ave, Garden Grove, CA. 92840. Attn: Sunny Ho, RFP No. 2506** and must be received on or before the proposal deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left-hand corner with the Bidder's name, the proposal number and the date and time for the opening of proposals. **It is the Bidder's sole responsibility to ensure that their proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened. At the time and place set forth for the opening of proposals, the sealed proposals will be opened and evaluated. **Any and all questions regarding this bid must be submitted in writing to Sunny Ho, Purchasing Supervisor at sho1@ggusd.us before December 3, 2025 at 10:00AM. Answers to these questions and any other related addenda will be posted no later than December 15, 2025 at 5:00PM on the Garden Grove Unified School District website (<https://www.ggusd.us>).** Any and all addenda that is posted to the GGUSD website hereto shall become a part of the original bid documents. All prospective bidders must acknowledge these addenda by either submitting the addenda documents with their original proposal packets, or acknowledging the addenda documents by completing the proposal form in its entirety. Failure to acknowledge an addendum may deem a prospective Bidder as unresponsive.

To receive the highest consideration by the District, it is desired that each Bidder provides the below information in their RFP response. **Responses should be limited to forty-five (45) pages; the page limit does not include the table of contents, cover letter, certifications, attachments, newsletters, calendars, lesson plans, job descriptions, or etc. The Proposal shall be divided by tab sections according to the numbered items below; this will assist the evaluation team in identifying items and information submitted with the proposal. To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification, as non-responsive to proposal documents.**

The content and sequence of the proposal will be as follows:

1. Table of Contents. Include clear identification of the material by section and by page number.
2. Introduction and Executive Summary. Please submit a letter of introduction of your firm. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitment contained in the proposal.
3. Company Background, Experience and Financial Qualifications. Proposers must provide information about their company so that the District can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. Information that Bidder should provide in this section are as followed:
 - The company's background including a brief description (e.g., past history, capabilities, recent relevant experience (last 5 years), future plans, company size, etc.) and organization charts. Also describe your demonstrated experience with similar projects of size and scope.
 - Audited financial information for the past two completed fiscal years that includes income statements, balance sheets, and a statement of cash flows.

- Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Bidder proposal response.
 - If the vendor is proposing to use a subcontractor on this project, provide background information on the subcontractor, vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The District has the right to pre-approve and reject all subcontractors of the vendor at any time.
 - Current W-9 form
4. **Experience.** Describe your experience with public and private educational institutes. Include the number of years you have provided similar after-school services as requested in the RFP. Also, include a brief history of the company, expertise, length of time performing services and location of California offices. Include a chart/table describing current or previously operated after-school programs, provide a minimum of three (3):
- Service locations and names
 - Program description
 - Type of services or activities
 - Program hours: daily schedule (Start to finish times)
 - Number of days offered per week
 - Total days offered per year
 - Student capacity and the average number of students served
 - Partner involvement in implementation activity
 - Experience and procedures that ensure students are supervised at all times within an after-school program
5. **Litigation.** Provide a comprehensive five (5)-year summary of the Bidder's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of the parties, and outcome. **A proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-line client privilege and fail to provide the information requested, shall be considered non-responsive, disqualified, from the selection process, and will not be evaluated.**
- Have you or any of your staff been in litigation or arbitration of any kind relating to similar services involving a school during the prior five (5) years? If yes, provide the name of the entity or agency and briefly detail the dispute.
 - Have you had a service contract terminated for convenience or default in the prior five (5) years? If yes, provide details including the name of the other party.
6. **Site Coordinators and Program Leaders.** Provide a list of the Bidder's Site Coordinators and Program Leaders with resumes of qualifications as well as each key person and/or subcontractor that the Bidder anticipates assigning to the project and/or contract. Additionally, include a summary of the qualifications, licenses and experiences of each individual and the type of services to be performed by each individual.
7. **Minimum Requirements.** Bidders must meet the following mandatory minimum requirements to participate in the District's RFP process, these costs are the responsibility of the Bidders:
- Bidders must have three (3) years' experience providing after-school program services for Public Schools.
 - Active Business License in the State of California or State of California Corporate License.
 - All employees must have a high school diploma.
 - Bidders must certify for all its employee's compliance with:
 - (1) Child Abuse and Neglect Reporting Act guidelines for Mandated Reporter as mandated by California Penal Code §11164-11174;
 - (2) Fingerprinting and background checks to include its contractors, agents, and volunteers, pursuant to Education Code, Section 45125.1(e);
 - (3) Have on file current documentation of Tuberculosis Screening and negative TB Test results to include contractors, subcontractors, agents, and volunteers;
 - (4) Cardiopulmonary Resuscitation (CPR) Certificate, and
 - (5) First Aid training Certificate.
 - Bidder must include staffing to meet the 20:1 ratio in grades 1 through 12, and a 10:1 ratio in TK and K, this excludes the site Coordinator.

8. Qualifications. Describe your expertise in providing Culinary Arts programs and include in your proposal sufficient documentation, training, certifications that demonstrates your ability to provide the services as requested in this RFP.
9. License. Do you have a state license to operate a childcare program? If yes, please provide the name and contact information for the agency. State of California Business License and include all copies of licenses that are necessary to perform the work called for in this request for proposal.
10. Personnel. Provide a list of executives, account managers, and key employees to contact for this proposal and describe their qualifications and experience with after-school programs. Include an organizational flow chart with contact name, title, phone number, and e-mail address. Describe and include your company plans for New Staff Training Plan, Sub-Plan, and Professional Development Plan.
11. Goals and Objectives. The District's goals and objectives for the Culinary Arts program (ELOP) is to partner with a company or companies that are fully equipped with all the necessary curriculum, equipment, supplies and materials. This partnership aims to provide structured activity time, numerous opportunities for students to increase their level of understanding of culinary art skills with dynamic, hands-on learning experience that introduces students to the fundamentals of cooking, food safety, nutrition, and culinary creativity. Designed to be engaging and educational, the workshop provides students with practical skills through interactive demonstrations, guided practice, and collaborative cooking activities.
12. Scope of Service. To include but not limited to: Provide staffing to be always in 20:1 or 10:1 ratio or meet Orange County Department of Public Health Guidelines.
 - Outside Consultants
 - Compliance documents required by the CDE
 - Work collaboratively to meet the attendance goal of 90%. Must provide attendance reports as requested by the District.
 - Provide a Continuous Quality Improvement Plan (CQI) and required for CQI report.
 - Students must always be supervised.
 - Improve the health and wellness of students.
13. Software Attendance Requirements. The District is seeking access to Bidder's software system, as needed, for the following functions but not limited to:
 - User rights to the attendance program under the Bidders User's License Agreement, at no additional cost to the District.
 - Ability to track attendance.
 - Ability to pull reports.
 - Ability to collect data.
14. Plan for Delivery of Services. Provide a model of a Culinary Arts program for the Garden Grove Unified School District including the initial money it would cost the company to start the model Culinary Arts program. This model must include but is not limited to the following:
 - List of all personnel, include their name, titles/positions
 - Personnel roles and responsibilities in the program
 - Personnel qualifications
 - Personnel hours per day
 - Policy and Procedures
 - Activities and program rotation schedule
 - How do you handle daily program operations?
 - Methods used to communicate with parents with students enrolled in program
 - Include how you provide program information to the School Board, Superintendent, Principals, and other Administrative Staff

- Program evaluation, based on established quality standards for culinary arts, includes assessing health literacy, nutrition fundamentals, food origins, culinary techniques, and adherence to food safety and sanitation practices.
- Include how you collaborate and communicate with school site leadership and staff about the program and student needs
- Supervision plan and the method used to account for and track the whereabouts of each student enrolled in the program
- Include staff training and resources available to de-escalate disputes and resolve differences and conflicts between students, and conflicts between students and adults
- Include a timeline for recruitment and how enrollment numbers will be met at each school.

15. Safety Policy. Describe your company's safety plan and emergency procedures, to include head injury reporting. Include a copy of your company's existing Safety Policy.
16. Financial Capacity. Provide a statement of the company's financial stability to perform the terms of this solicitation request and the ability to maintain financial capacity by submitting signed audited reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached, however, it will be considered as supplemental information only and it is not a substitute for the required audited statement.

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE BIDDERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive bidders will not be evaluated. Bidders with a minimum of one-hundred and ninety-two (192) points per evaluator, in the Technical Criteria, based on responses in the Questionnaire, References, and Proposal Package Requirements, are deemed responsible and move on to the price determination. The Contract(s) are awarded to the responsive & responsible Bidder with minimum of 192 points per evaluator, with the best value to the district.

TECHNICAL CRITERIA		MEASUREMENT	MAXIMUM POINTS
Experience & Sustainability		Years in industry, experience based on, but not limited to, the Bidder's ability to successfully provide the requested services, amount of work, meet District enrollment goals, and performance. Experience with GGUSD and prior history with the District, this may generate a positive or negative result. A neutral finding will provide all Bidders the same score.	0-75
Qualifications		The District will evaluate the prospective Bidder's qualifications based on, but not limited to, qualifications, expertise, resources.	0-30
Service Level		The District will consider and rate the quality of the Bidder's service level based on, but not limited to, successfully meeting the requested services, performance history, providing enrichment programs, quality enrichment program based on the expanded learning opportunity standards, providing required reports on a timely basis, and meeting minimum service requirements.	0-55
Price		The total annual cost to the District for a school Expanded Learning Program	0-30
Financial Capacity		Has a minimum of 4 months reserves to cover all operating costs, and the company financial solvency to support this contract for the period stated in this RFP.	0-10
References		The District will consider and rate the acceptability of the referenced presented by the Bidder	0-30
Accuracy of Proposal Response		The District will evaluate the prospective Bidders Proposal response for, but not limited to, completeness of RFP package, amendments and/or exceptions to the requested service.	0-10
Minimum of 192 points per evaluator to move on to price determination. Contract Awarded to Responsive & Responsible Bidder with the best value to the district.			

PROPOSAL FORM

Name of Bidder: _____

To: Garden Grove Unified School District, acting by and through the Governing Board, herein called the "District"

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Scope of Work / Proposal Objective, Appendix A – GGUSD District School Site Map, Information for Bidders, Instructions for Submitting Proposals, Technical and Price Evaluation for Responsive Bidders, Proposal Form, Proposal Form Pricing Matrix, References, Noncollusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractors Regarding Criminal Records Check, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Agreement, General Conditions and all modifications, addenda and amendments, if any (hereinafter proposal documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the proposal documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all labor, materials, supplies, tools, expendable equipment, and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following: **Request for Proposal No. 2506 Expanded Learning Programs – Culinary Arts**

All in strict conformity with the proposal documents, including addenda Nos

☐ Addenda 1 ☐ Addenda 2 ☐ Addenda 3 ☐ Addenda 4

on file at the office of the District pursuant to the sums as set forth in the **Proposal Form Pricing Matrix** attached hereto and incorporated herein.

2. The District reserves the right to withdraw this request for proposals, reject or negotiate any and all proposals, and to waive any irregularities. In negotiating a final contract, the District may increase or decrease the Scope of Work including increasing or decreasing the work for any or all identified tasks within the Scope of Work. The District reserves the right to postpone the proposal opening date for its own convenience. Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders, section 10, Withdrawal of Proposals.

3. The District may cancel this contract or any portion thereof at any time during the term of service and such cancelations shall be effective upon giving thirty (30) days' written notice to the Contractor. The term of the agreement may be extended upon mutual consent of the District and the successful bidder for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). This option will be exercised only if the Contractor has demonstrated exceptional performance in the provision of service to the District. The maximum term of the Agreement shall not exceed five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, Workers Compensation Certificate, Drug Free Workplace Certification, Certification by Contractor Criminal Records Check, and Tobacco Use Policy Certification within ten (10) calendar days of the notice of award of the contract, or as otherwise requested in writing by the District.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

6. The name(s) of all persons interested in the proposal as principals are as follows:

Contact #1	
Position in Company	
Name (Please Type)	
Address	
Email	
Phone Number	

Contact #2	
Position in Company	
Name (Please Type)	
Address	
Email	
Phone Number	

Contact #3	
Position in Company	
Name (Please Type)	
Address	
Email	
Phone Number	

7. The Bidder hereby warrants that the Bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement. Bidder shall be nonresponsive if the Bidder is not licensed as required by the District at the proposal opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the proposal opening.

8. In submitting this proposal, the Bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the proposal. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

9. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the work.

11. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

12. Failure to complete the Proposal Form and Proposal Form Pricing Matrix in its entirety may render a Bidder as nonresponsive.

PROPOSAL FORM PRICING MATRIX

Proposal prices for the provision of services are “all inclusive” of all costs, including but not limited to labor, materials, supervision, equipment, transportation, overhead-profit, training, and all required insurances as specified in this request for proposal. Prices are to remain firm for the first year of the contract. Payment for initial term will be paid on invoice with Net 30-day payment terms. Payments for years 2-5 will be invoiced on the anniversary of the contract execution.

Name of Bidder: _____

Cost per Student

Cost per one student, this amount will be multiplied by the daily attendance	
Description	Total cost per Student per day/per hour (180 school days plus 31 non-school days) (Example: 8-week program for 2 days a week for 1 hour each day)
Expanded Learning Programs for GGUSD Schools – Culinary Arts	\$

PREVIOUS EXPERIENCE

Please list the current or past contracts for which your firm has performed or is performing work of similar type, scope, and complexity to satisfy the requirements of this proposal as per the specifications under Section 13, *Competency of Bidders* in the Information for Bidders. Bidder shall list the contract(s) in chronological order starting from current contract to oldest contract. If additional space is needed, please insert a separate page following the same format below as reference.

1. Name of Organization: _____

Address: _____

Telephone and Email: _____

Contact Person: _____

Description of Contract: _____

Start and End Dates of Contract: _____

Dollar Amount of the Contract: _____

2. Name of Organization: _____

Address: _____

Telephone and Email: _____

Contact Person: _____

Description of Contract: _____

Start and End Dates of Contract: _____

Dollar Amount of the Contract: _____

3. Name of Organization: _____

Address: _____

Telephone and Email: _____

Contact Person: _____

Description of Contract: _____

Start and End Dates of Contract: _____

4. Name of Organization: _____

Address:

Telephone and Email:

Contact Person:

Description of Contract:

Start and End Dates of Contract:

Dollar Amount of the Contract:

5. Name of Organization:

Address:

Telephone and Email:

Contact Person:

Description of Contract:

Start and End Dates of Contract:

Dollar Amount of the Contract:

REFERENCES

Please provide references of school districts and/or any public agencies that Bidder has contracted with to provide similar products as required under Section 14, *References* in the Information for Bidders.

1. Name: _____
 Address: _____

 Telephone/email: _____
 Contact Person: _____
 Description of Product: _____

2. Name: _____
 Address: _____

 Telephone/email: _____
 Contact Person: _____
 Description of Product: _____

3. Name: _____
 Address: _____

 Telephone/email: _____
 Contact Person: _____
 Description of Product: _____

4. Name: _____
 Address: _____

 Telephone/email: _____
 Contact Person: _____
 Description of Product: _____

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual

Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership

Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation

Name: _____
(a _____ Corporation*)

Business Address: _____

Telephone: _____, President Date: _____
Signed By: _____, President Date: _____
Print Name: _____, President Date: _____
Signed By: _____, Secretary Date: _____
Print Name: _____, Secretary Date: _____

[Seal]

Joint Venture

Name: _____

Signed By: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to***If an individual:*****Joint Venture:**

(Name)

Signed By: _____

Print Name: _____

Date: _____

Doing Business as: _____

Telephone: _____

If a partnership:

(Name)

Signed By: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation:

(a _____ Corporation*)

Signed By: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

* A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal 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 proposal. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, 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 proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Bidder. All statements contained in the proposal are true. The Bidder 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, 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 _____, 2025, at _____ [city], _____ [state].

Signature: _____

Print Name: _____

WORKERS COMPENSATION CERTIFICATE

(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 employees.

(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 Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Service Provider may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor: _____ Title: _____

Signature: _____ Date: _____

Print Name: _____

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(Education Code Section 45125.1)

Education Code section 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 to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice 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 Department of Justice 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 Department 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 Department of Justice 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) 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.

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 noninmate; 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.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

To the Governing Board of Garden Grove Unified School District:

I, _____ certify that:

Name of Security Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check
(Education Code section 45125.1).
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____ (Date).

Signature: _____

Typed or Printed Name: _____

Title: _____

Address: _____

Telephone: _____

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Contractor: _____

Signature: _____

Date: _____

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 202____, in the County of Orange, State of California, is by and between Garden Grove School District, (hereinafter referred to as "DISTRICT"), and _____ (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Each Party acknowledges that, in executing this Agreement, such Party: (i) has sought, or has had the unqualified opportunity to seek, the advice of its own independent legal counsel; and (ii) has read and understands all of the terms and provisions set forth in this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.
2. CONTRACTOR agrees to provide the services known as **Expanded Learning Programs – Culinary Arts, RFP No. 2506** according to all the terms and conditions set forth in the Project Documents, including but not limited to Notice Calling for Proposals, Scope of Work / Proposal Objective, Appendix A – GGUSD District School Site Map, Information for Bidders, Instructions for Submitting Proposals, Technical and Price Evaluation for Responsive Bidders, Proposal Form, Proposal Form Pricing Matrix, Previous Experience, References, Noncollusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractors Regarding Criminal Records Check, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Agreement, General Conditions, and all insurance requirements, specifications, modifications, addenda and amendments, if any, thereof duly incorporated therein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. CONTRACTOR shall timely perform within the time required by the DISTRICT everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the DISTRICT, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents.
 - (a) DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services pursuant to this Agreement unless prior written authorization is provided by the DISTRICT. DISTRICT authorized reimbursable expenses shall be billed to the DISTRICT as direct cost with no mark-up fees. Pre-approved expenses shall be itemized and documented when invoiced. Additional documentation of expenses, including receipts, shall be furnished by the CONTRACTOR to the DISTRICT'S representative upon request.
4. DISTRICT shall pay CONTRACTOR for the services after verification of satisfactory performance of the services by the DISTRICT representative based upon an invoice submitted by the CONTRACTOR. DISTRICT is not responsible for expenses paid or incurred by CONTRACTOR unless otherwise agreed in advance in writing by the DISTRICT representative.

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, number of dollars agreed upon (based on the unit

prices) between the Owner and CONTRACTOR for each individual purchase order activated under this unit price agreement. The cost shall be documented on a specific individual project quotation form, and in the actual purchase order.

- (a) Invoices must be signed and submitted by the CONTRACTOR no less frequently than monthly. The DISTRICT shall make payment of undisputed invoices within thirty (30) days after receipt by the DISTRICT of an invoice that has been properly and timely prepared and submitted in accordance with this Agreement. The invoice for final payment must be submitted no later than sixty (60) days after the completion or earlier termination of this Agreement. Invoices shall itemize Services rendered showing date(s), rate or other basis for payment. The CONTRACTOR shall furnish additional documentation to support the invoice to the DISTRICT representative upon request. No payment to the CONTRACTOR shall be deemed an acceptance of services not completed in accordance with this Agreement. The DISTRICT may withhold from payment to CONTRACTOR any amounts in dispute and CONTRACTOR shall continue performance of the services pending the DISTRICT'S final determination of any dispute.

5. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within the number of consecutive calendar days from the date specified in the Notice to Proceed, for each project activated under this service agreement. The timeline shall be documented in each and every purchase order executed against this Agreement.

6. CONTRACTOR shall provide the Services during the initial period commencing on February 4, 2026 and ending on July 31, 2027 ("Term"). The term of the agreement may be extended upon mutual consent of the DISTRICT and the CONTRACTOR for an additional four (4) one (1) year periods. The term of Agreement shall not exceed five (5) years.

- (a) The Contract price must include all fees and quoted prices must stay in effect for initial term of the contract. Cost increase may be negotiated each renewal period and never exceed the CDE's allotted amount per student, per attendance.
- (b) In the event, the Service Provider elects not to extend the contract for an additional 180 days for the following fiscal year, the Service Provider must notify the District of its intention in writing 90 days prior to the Term anniversary date.

7. DISTRICT has discretion to terminate this Agreement at any time for convenience and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (a) Cease operations as directed by DISTRICT in the notice;
- (b) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (c) Not terminate any insurance provisions required by the Bid Documents.

In the case of such termination for DISTRICTS convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. The DISTRICT may terminate this Agreement for cause by giving 60-days written notice of intent to terminate this Agreement to the CONTRACTOR. Any and each such notice of intent to terminate shall specify in reasonable detail the material breach by the CONTRACTOR of its obligations pursuant to this Agreement and/or other failure, error,

omission, or other defect in the performance of the Services (each a “Default”) that form the basis or bases for the termination. In such event, the CONTRACTOR shall have:

- (i) Twenty-four (24) hours from receipt of the notice to cure any and all Defaults; and
- (ii) twenty (20) calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the DISTRICT for cure of), or if it is not reasonably possible for the CONTRACTOR to cure, any Default within the applicable period specified in this Subsection 2, the DISTRICT may terminate this Agreement by providing written notice of termination to the CONTRACTOR, in which event the termination shall be effective immediately upon receipt by the Service Provider of the notice of termination or on such later date as may be specified in the notice of termination.

9. CONTRACTOR, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of the CONTRACTOR’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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR’S employees or agents as they relate to the Services to be provided under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and incomes taxes with respect to CONTRACTOR’S employees. The CONTRACTOR agrees to indemnify and hold the DISTRICT harmless from any liability for, or assessment of, any such taxes imposed on the DISTRICT by relevant taxing authorities.

10. CONTRACTOR agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONTRACTOR to the DISTRICT in connection with the Services set forth in this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such Services. CONTRACTOR further agrees that all materials and writings in whatever form prepared for, written for, or otherwise submitted by CONTRACTOR as part of the Services to the DISTRICT and/or used in connection with the Services set forth in this Agreement (“Content”), reflect the intellectual property of, and copyright interests held by DISTRICT and shall not be copied or used in whole or in part by the CONTRACTOR without DISTRICT’S express written permission. CONTRACTOR understands and agrees that all Content produced under this Agreement is the property of DISTRICT and cannot be used without DISTRICT’S express written permission. CONTRACTOR acknowledges and agrees that DISTRICT shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the DISTRICT.

11. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising of the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities using out of or in connection with:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR., either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act of neglect, default or omission of the CONTRACTOR, or a person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees; on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
- (d) failure to comply with duly applicable law, statute, code, ordinance, regulation, permits or orders;
- (e) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (f) any breach of duty, obligation or requirement under the Project Documents;
- (g) any failure to provide notice to any party as required – within the Project Documents;
- (h) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (i) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply all monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

12. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

INSURANCE	LIMITS
WORKERS COMPENSATION	\$1,000,000
COMMERCIAL GENERAL LIABILITY	
EACH OCCURANCE <u>AND</u>	\$2,000,000
GENERAL AGGREGATE	\$5,000,000
UMBRELLA EXCESSIVE LIABILITY – AGGREGATE	\$5,000,000
COMMERCIAL AUTOMOBILE LIABILITY	
INJURY/DEATH TO ONE PERSON	\$1,000,000
INJURY/DEATH TO MORE THAN ONE PERSON	\$3,000,000
DAMAGE TO PROPERTY	\$1,000,000

SEXUAL ABUSE AND MOLESTATION	
PER WRONGFUL ACT <u>AND</u>	\$3,000,000
AGGREGATE	\$6,000,000
CYBER LIABILITY	
PER OCCURANCE	\$1,000,000
AGGREGATE	\$2,000,000

The CONTRACTOR agrees to provide a Certificate of Insurance (COI), along with an Additional Insured Endorsement to cover potential liability on your part as a CONTRACTOR while providing services for the DISTRICT. The Certificate and the accompanying endorsement must meet the following criteria from a California licenses insurer with an A-VIII, or better, rating from A.M.

- (a) Garden Grove Unified School District must be named as the Certificate Holder as well as an Additional Insured on the Additional Insured Endorsement. The policy number on the certificate and the accompanying endorsement must match. Also, note that Umbrella Excess Liability – Aggregate has been included below as it is excessive coverage and is shown separately on the Certificate.
- (b) The entire and complete business address must be included in the Certificate Holder Box:

Garden Grove Unified School District
10331 Stanford Avenue
Garden Grove, CA 92840

No later than thirty (30) days from execution of this Agreement by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this Agreement, CONTRACTOR shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name DISTRICT, its Governing Board, officers and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this Agreement.

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

13. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

14. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or connection. The Agreement and bid documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of

the DISTRICT to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

15. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR'S services will be performed in accordance with generally and currently accepted principles and practices of CONTRACTOR'S profession. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, the Services, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such Services.

- (a) Education Code section 45125.1 requires that employees of a contractor under contract with a school district shall ensure that employees who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the CONTRACTOR expressly agrees that CONTRACTOR and all of CONTRACTOR'S current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. CONTRACTOR and/or CONTRACTOR'S current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the CONTRACTOR and/or CONTRACTOR'S employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). CONTRACTOR shall certify in writing CONTRACTOR'S compliance with Education Code section 45125.1 to the Governing Board of the DISTRICT. CONTRACTOR'S certification shall be signed by CONTRACTOR under penalty of perjury under the laws of the State of California, and submitted to the DISTRICT representative executing this Agreement. CONTRACTOR shall fulfill these requirements at its own expense. The DISTRICT may require the CONTRACTOR and its current subsequent employees to submit to additional criminal records checks at the DISTRICT'S sole and absolute discretion.
- (b) CONTRACTOR and/or CONTRACTOR'S current and subsequent employees providing services to the DISTRICT agree to undergo tuberculosis screening and to submit written verification of negative results for tuberculosis, if required by the DISTRICT, prior to commencing services pursuant to this agreement.

This Agreement and any exhibits attached hereto constitutes the entire agreement of the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services completed, no other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT. This Agreement shall be governed by the laws of the State of California.

16. CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

17. CONTRACTOR shall not assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of DISTRICT. The Contract shall be binding on any authorized assignee, sublessee, transferee or other successor to the CONTRACTOR. If CONTRACTOR attempts, without DISTRICT permission, to assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, the DISTRICT may, at its option, terminate the Contract and shall thereafter be relieved from any and all obligations to CONTRACTOR and any purported assignee, sublessee or transferee. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties' respective successors and assigns.

18. The DISTRICT and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Except as provided by applicable law, nothing in this Agreement shall be deemed or construed to provide any benefit or right, directly or indirectly, to any third party.

19. For purposes of this Agreement, a "Force Majeure Event" is any situation or event that develops or occurs after the Effective Date and that reasonably: (i) is beyond the control of a Party; and (ii) precludes the Party from performing Request for Proposal 2506

one or more of its obligations pursuant to this Agreement. Without limiting the foregoing, Force Majeure Events may include, but are not limited to: (i) a public health emergency declared by governmental officials; (ii) a fire, explosion, power failure, or strike or labor dispute, not in whole or in part caused by or attributable to any act or omission by the Party; (iii) wildfire, earthquake, flood, or similar acts of God; (iv) war, civil disturbance, acts of civil or military authorities or public enemy; and (v) local, state or federal government acts or orders that result in stoppage of work services, or the freezing, re-allocation, reduction or elimination of funding.

Notwithstanding anything to the contrary: (i) a Party shall not be deemed to be in breach of this Agreement if, as a direct result of a Force Majeure Event, the Party is precluded from performing or from timely performing, any one or more of its obligations pursuant to the Agreement; and (ii) no such delay or failure shall constitute an event of default attributable to such Party. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event, the Party must give written notice to the other Party: (i) immediately if the failure or delay in performance relates to the actual transportation of DISTRICT students; or (ii) within five calendar days of becoming aware of, or other discovery of, the Force Majeure Event, if the failure or delay in performance relates to any obligation pursuant to the Agreement other than the actual transportation of DISTRICT students. Each such notice shall specify in reasonable details the cause and existence of the applicable Force Majeure Event and its impact on the performance by the non-performing Party.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

21. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

22. No action or failure to act by the DISTRICT shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage paid. Service shall be considered given when received, if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:

Contractor:

Garden Grove Unified School District

10331 Stanford Avenue

Garden Grove, CA. 92840

Attn:

24. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Attorney's Fees. In connection with any and each dispute that arises from Agreement and/or the Services/Supplies, each Party shall be responsible for paying its own attorney's fees and other related costs and expense. The provisions of this section shall survive the completion of the Services/Supplies and/or the expiration or earlier termination of this Agreement.

26. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

GARDEN GROVE SCHOOL DISTRICT

AWARDED BIDDER

Signature

Signature

Thanh Phan
Printed Name

Printed Name

Assistant Superintendent of Business Services
Title

Title

Contractor's License No.

Tax ID/Social Security No.

Email

Telephone

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

GENERAL CONDITIONS

1. **PURPOSE:** The purpose of this proposal is to establish an expanded learning program in the area of culinary arts that can be offered after school, before school, and/or summer services for the Garden Grove Unified School District that focuses on providing a safe, secure on-site environment for students, and deliver an enriching enjoyable program.
2. **TERM OF AGREEMENT:** The initial term of the Agreement is one (1) year. Price increases may be negotiated after the first year of the contract, however any price increase shall be at the sole discretion of the District. The maximum term of the Agreement is five (5) years.
3. **PRICING & PRICE ADJUSTMENTS:** Proposal prices awarded as a result of this RFP shall remain firm for the first year of the contract. The successful Contractor is responsible for requesting all price increases in writing. (Price increases shall not be automatically made.) The District must be notified of any change in pricing over the Agreement period within thirty (30) days of any change. Contractor certifies that prices are the lowest offered to any comparable customer and District will be given the benefit of any lower prices or price decreases during the term of the contract. Contractor is to give District immediate advantage of such decrease, and inform District in writing of the decrease. All services performed under this agreement will be invoiced at the agreement price prevailing at the time the purchase order is placed, regardless of the actual service start date. Proposal prices are to include any and all incidental charges pursuant to performing the services required under this contract.
 - (a) In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Garden Grove Unified School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Contractor to increase the then-current Contract Rates at the time it receives the request in writing from the Contractor. However, for avoidance of doubt, in no event will the District agree to any increase, or any adjustment that results in any increase, in the Contract Rates that exceeds the CDE's rate allowance per student.
4. **PAYMENTS:** Payments may be invoiced after services have been rendered. Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District and an undisputed, properly submitted payment request from Bidder, shall be paid for work performed to the site(s) and inspected and approved by District. The Contractor shall submit monthly invoices by the 10th of the following month that reflect all activity for the previous calendar month. Service Provider shall furnish electronic invoices via e-mail to lwu@ggusd.us.
5. **PUBLIC INFORMATION.** All materials received by the District in response to this RFP shall be made available to the public. If any part of a Contractor's material is proprietary or confidential, the Contractor must identify and so state, and be submitted separate of the proposal documents. Any Contractor information used to aid in proposal selection must not be restricted from the public.
6. **DAMAGE:** The Contractor shall be held responsible for any breakage, loss of the Garden Grove Unified School District materials, equipment or supplies through negligence of the Contractor or his/her employee(s) while working on the Garden Grove Unified School District premises. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the Garden Grove Unified School District any damages to the premises resulting from services performed under this contract.
7. **INSURANCE AND PROOF OF CARRIAGE INSURANCE:** Contractor shall not commence services under this contract until all required insurance certificates and endorsements as set forth in section 18, *Insurance and Workers' Compensation* in the Instruction for Bidders. Contractor shall provide proof of insurance to the District as specified in the proposal documents.
8. **CUSTOMER SERVICE.** Customer service assistance whether on the phone or via email might be required by the District. Contractor will provide the needed phone assistance in a professional manner and will reply to district personnel

within 24 hours of the received email. In the case of services that need to be performed onsite, the successful bidder will provide onsite assistance within the next business day of the District's request.

9. **DISPUTES:** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue the work diligently to completion. If the dispute is not resolved, successful bidder agrees it will neither rescind the Agreement nor stop the scheduled work, but successful bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the work has been completed, and not before.

10. **NO WAIVER:** The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

11. **NO ASSIGNMENT:** Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, subcontract, or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, subcontract, or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee.

12. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of the Agreement, Contractor shall be deemed an independent contractor and not an officer, agent, or employee of the District.

13. **GOVERNING LAW:** The laws of the State of California and the County of Orange shall govern all aspects of the bid.

14. **ATTORNEY FEES:** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs and expenses, such sum, as the court may adjudge reasonable as to attorney's fees and costs.

15. **AUTHORITY OF THE DISTRICT:** Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

16. **CHANGES TO PROPOSAL:** The District may at any time, by a written order, and without notice to the sureties, make changes or alterations, within the general scope of this contract. If any such change or alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed/alterd or not changed/alterd by any such order, an equitable adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly.

17. **CONFLICT OF INTEREST:** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to the District under this Agreement. If a change in the Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to the District.

18. **DEFAULT:** The District shall hold the Contractor responsible for any damage which it may sustain because of the failure or neglect by the Contractor to comply with any term or condition contained herein. The Contractor shall be considered in default and the Agreement subject to termination if:

(a) the Contractor furnishes or uses equipment which does not conform to requirements of the Agreement;

- (b) the Contractor fails to comply with the requirements of the Agreement;
- (c) the Contractor fails to adhere to reporting requirements;
- (d) the Contractor fails in any way to perform properly the work to be done under the Agreement with the District.

19. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, bidders shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, their experience, and their organization and office facilities available for the performance of the contract.

20. **FINANCIAL RECORDS OF OPERATIONS:** The Contractor shall maintain financial records in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the District at its request. All records, data and documents shall be retained for three (3) years after the end of each contract year.

21. **FORCE MAJEURE:** For purposes of this Agreement, a "Force Majeure Event" is any situation or event that develops or occurs after the Effective Date and that reasonably: (i) is beyond the control of a Party; and (ii) precludes the Party from performing one or more of its obligations pursuant to this Agreement. Without limiting the foregoing, Force Majeure Events may include, but are not limited to: (i) a public health emergency declared by governmental officials; (ii) a fire, explosion, power failure, or strike or labor dispute, not in whole or in part caused by or attributable to any act or omission by the Party; (iii) wildfire, earthquake, flood, or similar acts of God; (iv) war, civil disturbance, acts of civil or military authorities or public enemy; and (v) local, state or federal government acts or orders that result in stoppage of work services, or the freezing, re-allocation, reduction or elimination of funding.

Notwithstanding anything to the contrary: (i) a Party shall not be deemed to be in breach of this Agreement if, as a direct result of a Force Majeure Event, the Party is precluded from performing or from timely performing, any one or more of its obligations pursuant to the Agreement; and (ii) no such delay or failure shall constitute an event of default attributable to such Party. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event, the Party must give written notice to the other Party: (i) immediately if the failure or delay in performance relates to the actual transportation of District students; or (ii) within five calendar days of becoming aware of, or other discovery of, the Force Majeure Event, if the failure or delay in performance relates to any obligation pursuant to the Agreement other than the actual transportation of District students. Each such notice shall specify in reasonable details the cause and existence of the applicable Force Majeure Event and its impact on the performance by the non-performing Party.

22. **ORAL AGREEMENTS:** No oral agreement or conversation with any officer, agent or employee of the District, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.

23. **PROHIBITED INTERESTS:** No officer, employee or agent of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee or attorney of or for the District who is authorized in such capacity and on behalf of the district to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Contractor shall receive no compensation and shall repay District for any compensation received by Contractor hereunder, should Contractor aid, abet or knowingly participate in violation of this Article.

24. **SEVERABILITY CLAUSE:** Should any provision of the Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

25. **WORKERS:** The Contractor shall maintain at all times all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Contractor, without special instruction or authorization from District is permitted to act at their discretion to prevent such threatened loss or injury.

26. **MINIMUM REQUIREMENTS FOR WORKERS:** Contractor must certify for all its employee's compliance with:

- Child Abuse and Neglect Reporting Act guidelines for Mandated Reporter as mandated by California Penal Code §11164-11174;
- Fingerprinting and background checks to include its contractors, agents, and volunteers, pursuant to Education Code, Section 45125.1(e);
- Have on file current documentation of Tuberculosis Screening and negative TB Test results to include contractors, subcontractors, agents, and volunteers;
- Cardiopulmonary Resuscitation (CPR) Certificate, and
- First Aid training Certificate