REQUEST FOR PROPOSALS
Fiscal Year 2024-2025

Expanded Learning Opportunities Program (ELO-P)

RFP#2502 BPSD-E-SPORTS-01242025

Buena Park School District

6885 Orangethorpe Avenue,

Buena Park, CA 90620

www.bpsd.us

RFP Timeline

Event	Date
RFP Advertisement Dates	Jan. 24 & Jan. 31
RFP Posted and Available on Website	Jan. 24, 2025
Deadline for Submittal of Request for Information (RFI)	Feb. 3, 2025 by 4:00 pm
Final Addendum Issued and Posted on Website (72 hours)	Feb. 5, 2025
RFP Submission Due Date	Feb. 11, 2025 by 4 pm
Board Approval	Mar. 10, 2025
Notification to Proposers of Results	March 17, 2025

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Buena Park School District in California, acting by and through its Governing Board, will receive up to, but no later than, 4:00 pm PST, February 11, 2025, sealed proposals for:

Expanded Learning Opportunities Program (ELO-P)
RFP#2502 BPSD-E-SPORTS-01242025

The proposal must be submitted to the Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Sandra Song, Director of Educational Programs, by mail-in or drop-off no later than **4:00 pm on, February 11, 2025**, at which time the District will publicly open proposals. Proposals will not be read at the time of receipt. The District will go through the review process and post results as noted in the bid document. It is the sole responsibility of the Proposer to ensure responses are received at the proper time and location.

Proposals shall be presented in accordance with the specifications. Proposal specifications may be obtained on the district's website at: www.bpsd.us The Proposer is responsible for checking the website for any addenda related to this RFP prior to submission of their response.

Any questions regarding this notice should be directed to Sandra Song, Director of Educational Programs, ssong@bpsd.us. Questions must be submitted no later than **4:00 p.m. on February 11, 2025.**

The Governing Board reserves the right to reject any and all proposals and any and all items of such proposals. This RFP shall also be subject to any and all applicable laws, regulations, and standards.

Governing Board of the BUENA PARK SCHOOL DISTRICT

Publication: Buena Park Independent: Jan. 24, 2025 & Jan. 31, 2025

I. PROGRAM OVERVIEW

1. Introduction

Buena Park School District is accepting proposals from community partners with experience operating high-quality after-school programs to provide our students with Expanded Learning Opportunities on select elementary and middle school sites. “Expanded learning” means before-school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The Expanded Learning Opportunity Program will be the umbrella under which all after-school programs operate.

Community partners shall comply with all applicable laws, including without limitation the California Education Code, all California Department of Education regulations or guidance applicable to After School Education and Safety Programs (ASES) and Expanded Learning Opportunities Program (ELO-P) funding and all federal, state, and local laws regarding Public Health. Such requirements include a precondition that all staff submit to fingerprinting and a state and federal background check, prior to commencing work.

A. Request for Proposal Process

Persons or entities (“Proposer”) submitting proposals in response to this Request for Proposals (“RFP”) should direct all questions to the following District contact: Sandra Song, Director of Educational Programs, ssong@bpsd.us. Questions must be submitted no later than 4:00 p.m. on February 3, 2025. Contacting District employees not listed for accepting questions may result in the disqualification of a vendor from further participation in the bid process.

The District reserves the right to reject any and all responses to this RFP. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District. The District shall not be responsible for the costs of preparing any proposal in response to the RFP.

II. GENERAL INFORMATION

The District invites qualified agencies ("Provider" or "Providers") to submit a Proposal ("Proposal") related to their qualifications and ability to provide the services described herein ("Services").

The Buena Park School District school year calendar can be found on our website at www.bpsd.us. Providers selected as a result of this process will provide the Services and work cooperatively with the District leadership while providing the Services. The District reserves the right to award to multiple Providers.

The Expanded Learning Opportunities will be offered to District students throughout the entire school year. These Intersession programs will take place in the District's elementary and intermediate schools. The student-to-adult ratio for this program is 10:1 for Transitional Kindergarten and Kindergarten and 20:1 for 1st through 6th grades.

III. TERMS AND CONDITIONS

A. Late Proposals

No proposal received after the due date deadline will be considered.

B. Amendments to RFP

The District reserves the right to amend this RFP at any time, prior to the RFP closing date.

C. Final Authority to Award

The final authority to award contracts as a result of this RFP rests solely within the discretion of the District.

D. Public Records

Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Providers prior to and during the review, evaluation, and negotiation processes. However, all information submitted in the RFP process or in response to requests for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code section 7920.000 *et seq*.

Those elements in each response that are trade secrets, as that term is defined in Civil Code section 3426.1(d), or otherwise exempt by law from disclosure, and which are prominently and specifically identified as containing confidential information, may be given extra consideration when determining whether they are subject to disclosure.

The District shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed required by law or by an order of the court. A Provider that indiscriminately identifies all or most of its submittal as exempt from disclosure without justification may be deemed non-responsive.

E. Confidentiality of Student Information

Proposer, and its employees, agents, contractors, and subcontractors shall maintain the confidentiality of all information received in the course of performing work under this RFP, particularly as it relates to personally identifiable information regarding students and their families. This requirement to maintain the confidentiality of student information shall extend beyond the termination of all contracted work.

Proposers will defend and indemnify the District against any claim(s) of breach of confidentiality of student information caused or alleged to have been caused by Proposers' conduct or any of its employees, agents, contractors, or subcontractors.

IV. AGREEMENT

The proposer will be expected to enter into an agreement with the District which is substantially the same as the contract included with this RFP. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. If a proposer objects to any of the provisions of the District's standard contract, it must identify in the proposal any clauses that are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final contract.

V. SCOPE OF SERVICES

Short-Term Enrichment

- **Target Audience**: Sixth-grade students in a middle school setting.
- **Program Format**: After-school enrichment opportunities designed to complement the school day.
- **Duration**: Programming will run for the remainder of the **2024-2025 academic school year**.
- **Objective**: Enhance students' academic, social, and creative skills through hands-on, project-based learning.
- **Enrollment:** Capable of enrolling up to **100 students across program offerings** with a focus on inclusion and engagement. The student-to-adult ratio for this program is 20:1.
- **Program Offerings**: Focus Areas
    1. **E-Sports**
        - Competitive gaming in a structured, team-oriented environment.
        - Builds strategy, teamwork, and digital literacy skills.

- Prepares students to participate in E-Sports competitions.

2. **Robotics**
   - Hands-on experience with robot design, assembly, and programming.
   - Enhances creativity, engineering, and problem-solving abilities.
3. **Game/Web Design**
   - Introduction to web development or computer game designing and coding.
   - Encourages creativity while developing practical digital skills.

The purpose of these contracts is to provide high-quality engaging activities. All activities should incorporate the following Quality Standards into their program:

- Safe and Supportive Environment
- Active and Engaged Learning
- Skill Building
- Youth Voice and Leadership
- Healthy Choices and Behaviors
- Diversity, Access, and Equity
- Quality Staff
- Clear Vision, Mission, and Purpose

VI. SUBMISSION OF PROPOSAL

The proposal must be submitted to the **Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Sandra Song, Educational Programs, by mail-in or drop-off no later than 4:00 pm on February 11, 2025.** The narrative portion of the application, exclusive of the budget, daily program schedule, and relevant attachments, should not exceed fifteen (15) typed pages, double-spaced with a twelve-point (12pt.) typeface.

1. PROPOSAL NARRATIVE

a. Provide a brief description of your organization, your goals, and your capacity to provide this type of service, meeting the requirements listed above as well as how your program supports BPSD's LCAP goals.

b. Describe the program you wish to bring to our students participating in the Expanded Learning Opportunities Program. Include a description of the proposed activity, staffing, timeline, number of students served, and space required. Please explain

your past experience providing this type of program in a school setting.

c. Please address how the above-mentioned Quality Standards will be incorporated into your program. Please include a short description of your organization's evaluation tools and methods of measuring the effectiveness of your program.
d. Include other relevant information addressing expectations in the evaluation rubric.

2. PROGRAM FUNDING

a. Provide a detailed budget for your program showing ALL funding sources including these grant funds and funding from other sources. The budget should reflect the **entire operational cost** of the program. Facilities costs for the programs located at the District's schools will be covered by the District and not part of your proposed program funding.

b. **Direct Service and Administrative Cost Guidance**

Definitions and Education Code

The following are the definitions of direct and indirect services:

Direct Services are those services that are typically delivered at the school site and where the students are the direct recipients or beneficiaries of the services. Further defined as supplementary services that when delivered at the school site, the student is the direct recipient
or beneficiary of the services.

Administrative Costs are the costs of personnel and supplies that are administrative in nature and do not have a direct relationship to support students in the program. These costs must support the funded program.

Indirect Costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency.

- Indirect costs plus direct administrative costs cannot exceed **10 percent.**
- Please list direct and indirect costs separately for clarity.
- Provide a total cost breakdown, including a summary of direct costs, administrative and indirect costs, and the total project cost.

3. PROVIDER FUNDING

a. Provide financial information sufficient to permit the District to determine the Proposer's financial capacity for providing the Services and sustaining operations. Such financial information may include, without limitation:

i. A current "Comprehensive Insight Plus Report" from a commercial credit rating service, such as Dunn and Bradstreet;
AND/OR

ii. A letter from a financial institution stating a current line of credit

SAMPLE DAILY SCHEDULE

a. Provide a sample schedule for the enrichment program.

VII. SELECTION CRITERIA

The proposals will be evaluated by a review and selection committee made up of District staff. The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. Based on the content of the proposals, the District shall consider the following criteria during the evaluation process:

Evaluation Rubric

Performance Area	Expectations for Providers 0-5 Poor; 6-10 Fair; 11-15 Proficient;
Organizational Capacity and Community Alignment (15 Points)	● Agency has extensive experience working in partnership with school sites and district leaders serving the Buena Park community and/or in communities of similar demographics, and challenges. ● Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to BPSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
Fiscal Management and Development (15 Points)	● Agency has accurate documentation that highlights how the Provider will allocate funds to run quality Expanded Learning Opportunities Programs based on grant requirements detailed in the funding description. i.e. 1:20 and 1:10 ratio etc. ● Agency has a strong budget template that clearly illustrates staffing costs, a salaried full-time coordinator, supplies, administrative costs, and additional contributions to enhanced programming. ● Agency clearly describes how it will secure additional funding to match the contracted funds, has audited financial statements, and can produce accurate fiscal reports upon request.
Agency Infrastructure (15 Points)	● Agency shows the capacity to hire staff and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty. ● There is clearly at least one designated manager/director-level staff person in the agency who is the primary point of contact for the BPSD expanded learning partnership. This individual regularly participates in all district-expanded learning meetings require professional development and are regularly present at program sites to support the site coordinator and the school partnership.
Youth Development and District Alignment (15 Points)	● Agency's program model clearly supports youth development and aligns with BPSD's LCAP goals. ● Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including structured development plans. ● Agency has robust Program Offerings in E-Sports, Robotics and Game/Web Design to enhance students' academic, social, and creative skills through hands-on, project-based learning. ● Agency staff have the ability to address the physical health, behavioral health, and safety needs of students, including training in first-aid and CPR, emergency health and safety situations, and any student health plans.

The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If the District determines that additional evaluation steps are required to make a selection(s), the District reserves the right to consider additional criteria. The District also reserves the right to make an award without discussion with any Proposer after proposals are received.

VIII. NOTIFICATION AND APPEALS PROCESS

The District will evaluate and notify awardees no later than **March 17, 2025.**

URL References	**URL**
After School Education and Safety Programs (ASES)	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=1.&title=1.&part=6.&chapter=2.&article=22.5.&op_statues=2001&op_chapter=545)&op_section=4
Expanded Learning Opportunities Program (ELO-P) Funding	https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=46120&lawCode=E DC
School Year Calendar	https://www.bpsd.us/resources/instructional-calendar
Quality Standards	https://www.afterschoolnetwork.org/sites/main/files/file-attachments/quality_standards.pdf?1490047028
LCAP	https://www.bpsd.us/divisions/educational-services/educational-programs/lcap
Evaluation Tools	https://www.afterschoolnetwork.org/sites/main/files/file-attachments/a_crosswalk_between_the_quality_standards_and_program_quality_assessment _tools.pdf

EXPANDED LEARNING OPPORTUNITIES PROGRAM
INDEPENDENT PROVIDER AGREEMENT

This Agreement is entered into between the Buena Park School District, 6885 Orangethorpe Avenue, Buena Park, California 90620 ("District"), and ("Provider").

WHEREAS, District is authorized by Section 53060 of the California Government Code to contact with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, the District issued a Request for Proposals ("RFP") for its Expanded Learning Opportunities Program ("ELO-P") in order to seek community partners with experienced operating high-quality after-school programs for students for **ELOP E-SPORTS;**

WHEREAS, the District received proposals responding to the RFP and award a contract at the Board Meeting.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by (Provider). _____ shall provide a comprehensive Expanded Learning Opportunities Program ("ELO-P") as required pursuant to RFP #_____, for _____ to serve a minimum of 100 students in 6th grade at Beatty Middle School as detailed in the Request for Proposals.

2. Term. This agreement shall commence providing Services under this Agreement on _____ and will diligently perform as required and complete performance by _____.

3. Compensation. District shall pay (Provider) for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____, which includes all costs and expenses that will be paid or incurred by Provider in performing the Services. The district shall pay (Provider) based upon an agreed schedule of payments and supported by detailed invoices. Payment shall be within thirty (30) days of approval of the detailed invoice by the District.

4. Expenses. (Provider) shall be responsible for any costs or expenses paid or incurred by Provider in performing the Services for District as set forth in Section 3.

5. Independent Provider. (Provider), in the performance of the Services pursuant to this Agreement, shall be and act as an independent Provider. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Provider assumes

the full responsibility for the acts and/or omissions of the Provider's employees or agents as they relate to the Services to be provided under this Agreement. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees.

6. Materials. Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession.

7. Originality of Services/Intellectual Property. Provider agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Provider to the District in connection with the Services set forth in this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such Services. Provider further agrees that all materials and writings in whatever form prepared for, written for, or otherwise submitted by Provider 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 Provider without District's express written permission. Provider 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. Provider 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.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Provider; or (b) any act by Provider exposing the District to liability to others for personal injury or property damage; or (c) Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Provider. If the cost to the District to secure the required Services from another Provider exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charges to and collected from the Provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Provider, or no later than three (3) days

after the day of mailing, whichever is sooner.

9. Hold Harmless. Provider agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Provider or any person, firm or corporation employed by the Provider, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Provider, or any person, firm or corporation employed by the Provider, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(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.

10. Insurance. Provider shall insure Provider's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Provider's ability to adhere to the indemnification requirements under this Agreement.

10.1 Provider shall, at Provider's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-VIII, or better, rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Provider's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	$1,000,000
(2)	Products Completed Operations	$1,000,000
(3)	Personal and Advertising Injury	$1,000,000
(4)	General Aggregate (Not Applicable	$4,000,000

to the Comprehensive Form)

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least $3,000,000 for each occurrence.

(b) Auto Liability Insurance. To the extent vehicles, other than buses, are used by the Provider to transport students from school sites, such vehicles shall have liability coverage of not less than $1,000,000 million per occurrence combined single limit.

If Provider uses buses to transport students, minimum limits of liability shall be $10,000,000 combined single limit per occurrence.

(c) Professional Liability Insurance with a limit of $2,000,000 per occurrence, if applicable.

(d) Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Provider
Part B - $1,000,000/$1,000,000/$1,000,000 Employers' Liability

(e) Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: $2,000,000 per occurrence

It should be expressly understood, however, that the coverages and limits referred to under (a), (b) and (c) above shall not in any way limit the liability of the Provider.

10.2 No later than thirty (30) days from execution of this Agreement by the District and Provider, and prior to commencing the Services under this Agreement, Provider shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Provider 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.

11. Assignment. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

12. Compliance with Applicable Laws. 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. Provider 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 Provider, Provider's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1. Fingerprinting. Education Code section 45125.1 requires that employees of a Provider under contract with a school district shall ensure that such 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 Provider expressly agrees that Provider and all of Provider'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. Provider and/or Provider's current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Provider and/or Provider'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). Provider shall certify in writing Provider's compliance with Education Code section 45125.1 to the Governing Board of the District. Provider's certification shall be signed by Provider under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Provider shall fulfill these requirements at its own expense. The District may require the Provider and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

12.2. Tuberculosis Testing. Provider and/or Provider'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.

13. Permits/Licenses. Provider and all Provider'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.

14. Force Majeure. Neither party will be liable for damages for any delay in performance or nonperformance caused by acts of God such as, but not limited to, earthquakes, severe weather conditions such as tornadoes, floods, hurricanes, or other natural disasters, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other similar causes beyond

the reasonable control of the party obligated to perform under this Agreement. Performance by that party for a period equal to the period of that delay in performance or nonperformance is excused, provided the party seeking the excuse gives written notice detailing the force majeure event and its good faith efforts to perform the Agreement. In addition, either party may terminate this Agreement if the delay in performance or non-performance exceeds thirty (30) calendar days.

15. Entire Agreement/Amendment. This Agreement, the Request for Proposal documents, and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

16. Nondiscrimination. Provider agrees that Provider 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.

17. Non Waiver. The failure of District or Provider to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. 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 prepaid. 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 by 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:	Provider:
Buena Park School District	
6885 Orangethorpe Avenue	
Buena Park, CA 90620	
Attn: Sandra Poteet	Attn: _____

19. Severability. 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.

20. Attorney Fees/Costs. 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.

21. Headings. The headings contained in this Agreement are provided exclusively for

reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until the parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The District and PROVIDER understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. 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.

This Agreement is entered into this _____ day of _____, 2025.

Buena Park School District

By:

_____
Signature

Sandra Poteet
Typed Name

Chief Financial Officer
Title

By:

_____
Signature

_____
Typed Name

_____
Title

_____
Taxpayer Identification Number

NOTICE TO PROVIDERS REGARDING VALID CRIMINAL RECORDS SUMMARY
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ 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 DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY PROVIDER

To the Governing Board of Buena Park School District:

I, _____ am the _____, and I am authorized to execute this Certification on behalf of the Provider.

1. I have carefully read and understand the Notice to Providers Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Provider's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or Printed Name

Title

Name of Provider

Address

(Area Code) Telephone Number

EXHIBIT A

District RFP #2502 BPSD-E-SPORTS-01242025 and Provider Response