

June 18, 2024

ADDENDUM #1  
Request for Proposals (RFP) 23-23  
REFLECTIVE COACHING SERVICES  
**IMPORTANT NOTICE**

Please make the following changes to RFP Number 23-23:

Attachment B: Attached is the Sample Agreement.

Please note the following responses to questions asked by prospective Proposers:

Question 1. On page 22, it refers to additional as needed services - pricing. I don't see a place for the current services of the program that I would provide including number of days and costs.

**Answer: A Price Sheet for the current services was not provided. Proposers can submit their pricing in a format of their choice. Page 22 – Section D – Additional As-Needed Services – Pricing is to be used if your firm provides other services that may be beneficial to the Superintendent. This is not required.**

Question 2. On page 14, at the top it states that a "Sample" agreement which I will be required to execute is included in the RFP documents- Attachment B. I did not receive a copy of this.

**Answer: It was inadvertently omitted. A copy is attached.**

Question 3. On page 24, What does addendum refer to and what are the addendum numbers or no addenda issued if applicable mean? I don't see anything labeled as an "addenda" throughout the packet. I do see Sections A, B, C, D. And, Attachment A.

**Answer: Addenda (aka Addendums) are generated when Proposers have questions, need clarification or if changes/additions are made to the original RFP document.**

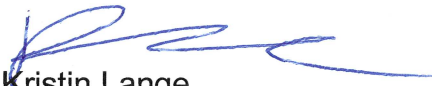
Question 4. On page 20, it asks for a current copy of the declaration page?, showing maximum liability or policy values. I have a copy of a certificate of liability insurance that I am using for a different district as a certificate holder. Can I submit that?

Answer: Yes

This Addendum shall be considered part of the Project documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original Project Documents, this Addendum shall govern and take precedence.

Proposers are hereby notified that they shall make any necessary adjustments in their proposals on account of this Addendum. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Sincerely,



Kristin Lange  
Purchasing & Contracts Manager  
Orange County Superintendent of Schools

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and it is made by and between \_\_\_\_\_, hereafter called "Consultant," and the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California, hereafter called "Superintendent". Superintendent and Consultant shall be collectively referred to as the Parties.

RECITALS

- A. The Superintendent desires to obtain special services and advice regarding financial, economic, accounting, engineering, legal or administrative matters, as provided in this Agreement.
- B. Superintendent is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters;
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the Superintendent

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

- 1. Scope of Work. In consultation and cooperation with the Superintendent, the Consultant shall provide Information Technology Security Auditing Services in accordance with Superintendent's entire Request for Proposal (RFP) \_\_\_\_\_ documents and all addenda and amendments thereto, Consultant's Proposal response to RFP \_\_\_\_\_ are all by this reference incorporated herein. The RFP documents are complementary and what is called for by any one shall be as binding as if called for by all. Consultant's services shall be consistent with generally acceptable industry practices or better.
- 2. Term. The Consultant will commence providing services under this Agreement on \_\_\_\_\_ and will diligently, properly and in full compliance perform as required and complete the performance of services by \_\_\_\_\_. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the Superintendent's Administrator in writing.
- 3. Compensation. Superintendent agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) which is inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like more specifically set forth in RFP \_\_\_\_\_. Payment shall be made periodically to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest

quarter hour increment), subcontract cost, etc. Payment is subject to withholding pursuant to California Revenue and Taxation Code Section 18662 and the related regulations (18662-1 through 18662-14) which requires the withholding of California income or franchise taxes from payments made to nonresident independent contractors performing services in California.

4. Independent Contractor. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the Superintendent. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the Superintendent and the Consultant or between the Superintendent and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the Superintendent's employees and shall not be considered in any way to be the employees of the Superintendent. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.
5. Superintendent's Responsibility. The Superintendent will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. Reports. Reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Superintendent. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the Superintendent. The Superintendent shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
7. Hold Harmless. The Consultant agrees to and shall hold harmless and indemnify the Superintendent, the Orange County Board of Education and its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education, its officers, agents, employees, or volunteers.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the Superintendent, 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 Superintendent's property, except for liability for damages which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education and its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Superintendent, the Orange County Board of Education, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Superintendent, the Orange County Board of Education, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.
8. Insurance. During the term of this Agreement, the Consultant shall maintain BOTH

GENERAL & PROFESSIONAL liability insurance. Unless otherwise agreed in writing by the Superintendent, General Liability shall be maintained in an amount not less than \$1,000,000 per occurrence; and Professional Liability in an amount not less than \$1,000,000 combined single limit for each occurrence. Automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage's prior to the commencement of work.

9. Termination. The Superintendent or Consultant may at any time and for any reason suspend performance by the Consultant or terminate this Agreement with thirty (30) days written notice and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the Superintendent or Consultant shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the Superintendent, the Consultant shall promptly provide and deliver to the Superintendent any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the Superintendent. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
10. Records. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The Superintendent, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all non-confidential information in the Consultant's records relating to this Agreement at a mutually agreeable time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
11. Assignment. The obligations of the Parties pursuant to this Agreement shall not be assigned, in whole or in part without the prior written consent of the other party.
12. Compliance with Applicable Law. Consultant 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 Consultant, Consultant's Services and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.
13. Nondiscrimination. The Parties agree that they 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.
14. Non Waiver. The failure of Consultant or Superintendent 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.
15. Entire Agreement/Amendment. This Agreement and the exhibits attached hereto constitute the entire agreement among the Parties to it and supersede 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.

16. 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.
17. 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.
18. 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.
19. 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 (3<sup>rd</sup>) 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:

Consultant:

Attn: \_\_\_\_\_

Superintendent:

Orange County Superintendent of Schools  
 200 Kalmus Drive  
 Costa Mesa, California 92626  
 Attn: Patricia McCaughey, Administrator

20. 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 all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.
21. Authorized Signatures. The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. The Parties 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.
22. Payments Made to Non-Residents.
  - (a) Superintendent is required pursuant to California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations, to withhold on certain payments made to nonresidents, including corporations and partnerships that do not have a permanent place of business in the State of California, for services performed in the State of California. Consultant's payment is subject to a state income tax withholding of seven percent (7%) unless a reduced rate or waiver is approved by the Franchise Tax Board. Consultant must submit directly to the Franchise Tax Board a Nonresident Withholding Waiver Request (Form 588) attached hereto and incorporated herein by this reference. Send Form 588 to: Franchise Tax Board, Attn: Nonresident Vendor or Partnership Waivers, P.O. Box 651, Sacramento, California 95812-0651.
  - (b) When compensation is paid for services performed both within and outside of California, the portion paid for services rendered in this state and subject to withholding should be determined by an allocation. Form 587 is used to collect information to determine if withholding is required on

payments to nonresidents. When compensation is paid for services performed both within and outside of California, Consultant must submit directly to Superintendent a Nonresident Withholding Waiver Request (Form 587) attached hereto and incorporated herein by this reference.

23. 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.

IN WITNESS THEREOF, the Parties hereto have approved and executed this Agreement.

Orange County Superintendent  
of Schools

\_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Name: Patricia McCaughey

Title: Director

Federal ID: #95-6000943

Telephone: 714-966-4085

Email: [pmccaughey@ocde.us](mailto:pmccaughey@ocde.us)