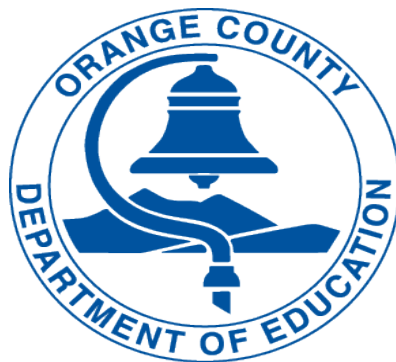


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposal (RFP)
Number 23-22**

MOBILE PRODUCTION UNIT



PROPOSAL DUE DATE

Tuesday, June 18, 2024 at 2:00:00 p.m. PST

SUBMIT PROPOSALS TO:

Kristin Lange, Purchasing & Contracts Manager
Purchasing & Contracts
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
Costa Mesa, California 92626

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS NUMBER: 23-22
MOBILE PRODUCTION UNIT**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified firms to provide Mobile Production Unit solution for Superintendent programs. The full scope of the work for this Project is set forth in the Request for Proposals (“RFP”).

Proposals must be received by mail in a sealed envelope or package no later than **2:00:00 P.M.PST on Tuesday, June 18, 2024**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the Superintendent’s RFP documents and specifications are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The Superintendent reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the Superintendent to select the firm which in his/her opinion will best serve the needs of the Superintendent.

Proposals submitted by qualified firms shall be at no cost or obligation to Superintendent. No firm may withdraw its’ proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to this Public Notice.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Kristin Lange, Purchasing & Contracts Manager via email only at klange@ocde.us no later than 11:00:00 A.M. PST on June 10, 2024. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent’s website. General information regarding the Superintendent is available via www.ocde.us.

This Project may be using funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act with funding to the Superintendent through the Elementary and Secondary School Emergency Relief (ESSER) fund. The contractor and all subcontractors must comply with all applicable ESSER requirements and provide any documents and information required by the Superintendent to confirm compliance.

By: Kristin Lange
Purchasing & Contracts Manager

Date Published: May 27, 2024

Date Published: June 3, 2024

INFORMATION FOR PROPOSERS

I. Introduction

The mission of the Orange County Superintendent of century. The Orange County Superintendent of Schools (Superintendent) is a public education organization located in Southern California that offers support to 27 school districts and more than 600 schools and 20,000 educators severing more than 500,000 students in Orange County. Superintendent is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, Superintendent partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, Superintendent provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of the Superintendent is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. The Superintendent responds to local school district and community requests for staff development, administrative, business, and educational and support services and partners with families, businesses, and the community to promote student success and well-being in Orange County.

II. Purpose

The Superintendent’s Communications and Media Services team is requesting a purpose built mobile live production solution that will facilitate live streaming and live event production in a compact mobile package that will deliver high quality video productions, be compatible with our current equipment, and be sufficiently future ready to meet our needs for many years.

III. Request for Proposals (RFP) Schedule

The Superintendent anticipates the following timeline for the process of selecting experienced and qualified firms.

RFP Issue Date	May 27, 2024 and June 3, 2024
Deadline for Clarification	June 10, 2024 11:00:00 a.m. PST
RFP Proposal Due Date	June 18, 2024 2:00:00 p.m. PST
Review of Proposals	June 2024
Notification to Finalists	July 2024
Interview (if needed)	July 2024
Award of Contract(s)	July 2024

*All dates listed are subject to change.

IV. Specifications

This unit would include 1 or multiple mobile units that will contain the equipment, monitors, as well as inputs and outputs interfaces, power connections all in a compact package on wheels that can be transported in our media van. Since the system will be designed to be transported frequently, the robustness of the components and assembly should be considered. To meet our current and future needs the system allow end to end up to 4k 60fps production.

This Unit(s) needs to meet 3 different sets of requirements one set for LIVE EVENT Support, a different set for LIVE STREAMING support and a combination of the two.

If possible, the system should not include any hardware or software that requires ongoing subscription type payments.

1. Current Equipment: The live production solution will need to be compatible with a wide range of professional and consumer video production equipment. The current set of equipment the team is using includes:
 - Wired and wireless XLR microphones
 - Panasonic DVX200 4k cameras
 - Blackmagic Design URSA 4k cameras
 - PC and Mac laptops with Powerpoint or Keynote presentations
 - PC and Mac laptops sending/streaming music from apps or hard drive.
 - Pre-produced ProRes videos for playback.
 - Apple Final Cut Pro post-production workflow
 - Media van (rear dimensions: 44.5 inches tall, 60 inches deep and 60 inches wide)

2. Live Event Support: We are seeking a mobile system that will allow us to easily produce live events at hotel/convention style venues. Providing on stage audio support as well as video feed to in house monitors and projectors, including live cameras, video playback, remote guests and slide decks. The system should be compatible with standard in venue AV systems like XLR audio and HDMI/SDI video feeds.

Requirements: The system needs to include NO DELAY video switching/routing featuring multiple SDI and HDMI inputs for video sources. So that live video projected onto in house screens remains in sync with the live talent on stage. It should also include multiple SDI and HDMI outputs for a program feed to be sent to projectors or monitors. The switcher should be compatible with cameras from major manufacturers like Panasonic and Blackmagic Design connected via SDI, and slide decks from Mac or PC laptops via HDMI. This system will also include an audio mixer featuring XLR inputs and outputs, with a minimum of 8 audio channel inputs; a method for bringing in virtual guests to participate on stage in a live event (i.e. a presenter presenting via Zoom or other platform and interacting with live on stage talent). The ability to connect a minimum of 2 cameras to the switcher wirelessly (i.e. Teradek Bolt or similar). The system should allow up to 4k 60fps production. There should be a mechanism for recording the program audio and video. They system should also offer a communication system for the technical director, graphics, camera operators, stage managers, and director to communicate verbally while on location, preferably wirelessly.

3. Live-Streaming: We are seeking the ability to live stream a multicamera production and/or livestream a Live Event we are also producing. This functionality would be on top of the LIVE EVENT requirements listed above. We need the ability to live stream to major streaming sites like Youtube, Vimeo, or Zoom. The system will provide up to 4k 60fps switching of SDI and HDMI video sources as well as mixed audio feed from on stage microphones and live graphic overlays. We envision this system as integrating seamlessly with the LIVE EVENTS portion for video and audio feeds. Meaning we will use the same cameras and mics for both switched feeds, but importantly, with the ability to send a different switched feed to livestream than to the in-house event output feed.

Requirements: These solutions will provide up to 4k 60fps switching of SDI and HDMI video sources as well as mixed audio feed from on stage microphones. One important note is that the program output for the live stream may not match the live event program output (meaning we may choose to present different camera feeds or slide deck feeds to the live stream versus what is going up on the in-house screens. We also need to be able to add graphics into the live stream feed like lower thirds, title cards etc. The ability to add remote guest remains a requirement here as well. There should be a mechanism for recording the program audio and video. Some input sources may only be used on the live-stream feed and not on the in-house live event feed or vice-versa.

4. Combination: As stated, the two systems should integrate, allowing our team to produce high quality events in the following 3 scenarios:
 - A live event at a venue with mixed audio, multi-camera video assist, slide deck, and remote guests. With a switched video feed output to in house screens and projectors and mixed audio to house sound or PA.
 - A multi-camera live streamed program with audio and video, graphics, remote guest etc. to be produced on location or in studio.
 - A live stream of a live event which we are also producing as in 1. Allowing the in-house feed and livestream feed to be different in appearance.

5. Deliverables

- Minimum 5 SDI camera inputs
- Minimum 4 HDMI inputs for camera or laptop
- Minimum of 8 Channels of XLR mixer mic inputs
- Live NO DELAY switched video output to in house projectors or monitors via SDI and HDMI
- XLR audio output for live mixed mic feeds to in house speaker system or PA
- 2 built in wireless camera setups compatible with Blackmagic and Panasonic cameras.
- Ability to record the program output with audio for both the live stream and live event feeds.
- Ability to add remote presenters to both the live stream and live events (including video and audio)
- Ability to playback pre-produced video segments for both the live event feed and livestream feed.
- Separate switched output video and audio for livestream
- Ability to overlay graphics on livestream feed (lower thirds, title screens etc.)
- Up to 4k 60fps end to end workflow.

- Live streaming output/encoder solution.
- Mobile unit or units designed for travel.
- All necessary monitors, input and output, and power for audio and video production equipment.
- All equipment wiring and cables secured within the unit(s)
- Accessible input and output ports for ease of use.
- Work surface for laptop and extra equipment within reach of operator.
- Ability to monitor audio feeds.
- Integrated crew communication system supporting at least 6 operators.

V. Instruction to Respondents

- A. **Notice Inviting Proposals** – All respondents are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals (RFP) to provide Mobile Production Unit solution for Superintendent’s departments and programs. The Superintendent reserves the right to amend the RFP documents at any time. Addenda providing clarification or corrections will be done formally through posting on the Superintendent’s web site. It is the sole responsibility of each respondent to periodically check Superintendent’s web site for any addenda.
- B. **Questions and Requests for Clarification** - Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Kristin Lange at klange@ocde.us. Questions must be received no later than **11:00:00 a.m. PST on June 10, 2024**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet. It is the sole responsibility of each respondent to periodically check Superintendent’s web site for any addenda.
- C. If a respondent discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the RFP documents, respondent shall immediately notify the Superintendent via email to Kristin Lange at klange@ocde.us by **11:00:00 a.m. PST on June 10, 2024**. Any proposal may be withdrawn by the respondent any anytime prior to the scheduled closing time for receipt of proposals.

VI. Submission of Proposals

Proposal Due Date - Proposals must be delivered and received in the Purchasing Department located the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. no later than **June 18, 2024 at 2:00:00 p.m. PST**. The proposal must be enclosed in a sealed envelope or package bearing the description of the Proposal call, and the name of the Proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the location noted above. Failure to meet the proposal due date timeline is cause for proposal rejection. Any proposals received after the scheduled closing time for receipt of proposals will be rejected and returned to the Proposer unopened.

Faxed or emailed responses to this RFP will not be accepted. All costs incurred in the preparation, submission and/or presentation of respondents responding RFP including, but not limited to, the

respondent's travel expenses to attend oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by Superintendent.

The proposal must be signed by a person duly authorized to bind the respondent to the RFP. By signing, the authorized person is agreeing to all terms, conditions, instructions, specifications and requirements of this RFP document, including all amendments and attachments unless stated otherwise in the respondent's proposal.

VII. Proposal Format

Proposals must be completed in all respects as required by the instructions in this RFP. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the staff of Superintendent, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be no larger than 8 ½ x 11. The firm shall submit three (3) bound copies, one (1) unbound copy, of the qualifications clearly marked and addressed as follows: Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626

Proposals shall be completed by writing in ink, typewriter or computer processor. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the Superintendent staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the Superintendent prior to the opening date set forth herein.

The Superintendent is very interested in the project team with which it will be working. All individuals that will be directly involved with the Superintendent's projects should be identified and represent the firm in all discussions and interviews.

A. **Cover Letter** - Proposer's cover letter should contain a statement of interest and a brief summary of qualifications to engage in professional relationship with Superintendent.

B. **Table of Contents** – The Table of Contents should reflect the order stated herein and shall include titles and page numbers.

C. **Narrative** - Proposer shall provide a detailed description of its qualifications for providing a Mobile Production Unit solution in its area(s) of specialization. Include descriptive and supportive evidence of how your firm will maintain a good working relationship with Superintendent. The narrative should include the following:

1. **Background**

1. Firm's legal name.
2. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
3. Brief history of your firm, including the number of years in business. A minimum five (5) years' required.
4. Number of employees (company-wide).
5. Organizational Chart. Make sure lines of supervision are clearly identified for all roles throughout the firm.
6. Date firm established.
7. California Business License Number, if applicable
8. Tax Identification Number.
9. Name of the project manager who will serve as the Superintendent's contact throughout the project(s).
10. Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the proposal.

2. **Staffing Resources**

- a. Indicate the name(s) of the persons who will be principally responsible for working with the Superintendent. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the presentation.

VIII. Selection

The Superintendent intends to use the responses that it receives to assist in possible selection of a firm for Mobile Production Unit solution. The Superintendent will evaluate each firm based on the information set forth in the proposal submitted, together with other information available to the Superintendent from any other sources. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the firm's experience, qualifications and ability to meet Superintendent criteria and project costs range, the firm's ability to develop a rapport and working relationship with Superintendent personnel.

Firm's services must be fully compliant with all applicable requirements including Superintendent policies and regulations, and all State and Federal laws. All proposal costs shall be borne by the Proposer. This RFP will be awarded to the most responsive, responsible respondent to the RFP. Superintendent reserves the right to reject any or all proposals. Superintendent reserves the right to award a partial contract in the event that Superintendent deems it in the Superintendent's best interest. Superintendent at its sole discretion, reserves the right to waive any irregularity in any proposal.

The Superintendent also reserves the right to accept or reject any or all RFPs, to select one or more qualified firms after receipt of Proposals with or without interviews and to negotiate with any or more than one of the qualified firms. The Proposer shall be responsible for any and all expenses that they may incur in preparing proposals. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Superintendent.

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

If the Superintendent selects a firm for Mobile Production Unit solution, the Superintendent shall have the right to negotiate any and all of the final terms and conditions of any agreement with the firm and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

IX. Proposal Evaluation Criteria

During the evaluation period, the Superintendent reserves the right to obtain clarification of any point in a proposal submitted or to obtain additional information. The Superintendent reserves the right to conduct on Superintendent site, telephone or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions or obtain additional information.

The criteria listed below are not necessarily an all-inclusive list. Once a respondent has been found responsible to the RFP requirements, a determination of award will be made based on the following considerations:

- a. Meeting RFP requirements; Responses to Specifications
- b. Respondent's past experience for the same or similar solution expertise and background, personnel qualifications, etc.
- c. References
- d. Cost

X. Oral Presentation

The Superintendent may, at its sole discretion, shortlist selected proposers for a virtual presentation or in-person presentation. The Proposer should be prepared to present such information in order that the Superintendent can effectively and objectively analyze all documentation proposed to provide Mobile Production Unit solution. Proposers invited for an oral presentation must be represented by the individual who will be the prime contact person assigned to the Superintendent, and other key team members. A Proposer's inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intent to Award will be sent to the Proposer or Proposers selected.

XI. Exceptions or Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations."

XII. Litigation

Provide specific information on termination for default, litigation settled or judgments entered within the last (5) five years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

XIII. Additional Data

Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Superintendent in understanding your qualifications and expertise.

XIV. Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify Superintendent in writing and request clarification or modification of the document. Modifications will be made by addenda. These errors or clarifications will be given by written notice to all parties who have been furnished an RFP.

If the Proposer fails to notify the Superintendent, prior to the date fixed for submission of a proposal, of an error in the RFP known to it, or an error that reasonably should have been known to it, it will submit its proposal at its own risk and, if it is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.

XV. Hold Harmless and Indemnification

The Proposer will defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the Superintendent, their officers, agents, and employees.

XVI. Insurance

At all times during the term of the Agreement, Proposer shall maintain on file with the Superintendent a certificate of insurance, showing that its insurance policies are in effect in the required amounts identified below:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability –\$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00 aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate. Waiver of Subrogation will not be accepted.

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

- a. Any deductibles or self-insured retentions shall be declared in writing to the Superintendent; approval is required for any amounts over \$25,000.00.
- b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the Superintendent, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
 2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide Superintendent with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving Superintendent at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.
 3. For any claims related to the services under the Agreement, the Proposer's insurance coverage shall be primary insurance as respects to the Superintendent, the Orange County Board of Education, and its officers, agents and employees. Any insurance or self-insurance maintained by Superintendent shall be excess of the Proposers insurance and noncontributory.
 4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Superintendent. Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

XVII. Independent Contractor

While performing the services, the Proposer's staff is an independent contractor and not an employee of the Superintendent.

XVIII. Compliance with Laws

The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

XIX. Proposer's Obligation to Perform Work in Accordance with Standards

If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the firm are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the Superintendent.

XX. Signature

The proposal must be signed in the name of the firm and bear the signature of the person authorized to sign proposals on behalf of the firm.

XXI. Withdrawal of Proposal after RFP Opening

No Proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

XXII. Interpretation of Documents

If any firm contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, or other proposed documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit their question in writing to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the Administrator, Business Operations, and a copy of such Addendum will be post on Superintendent's website. Superintendent will not be responsible for any other explanation or interpretation of the proposed documents.

XXIII. Non-Collusive Declaration

The form of such declaration is included as part of the RFP documents. Each Proposer shall execute the attached declaration and submit it with his/her sealed proposal.

XXIV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Superintendent, and will be returned only at the discretion of the Superintendent, and at the Proposer's expense. Superintendent reserves the right to use any or all ideas presented as part of the firm's proposal. Selection or rejection of the proposal does not affect this right.

XXV. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

XXVI. Non-Appropriation of Funds

Any contract resulting from this RFP is subject to appropriation of funds by the Superintendent for each fiscal year of services listed herein.

XXVII. Tobacco and Drug-Free Workplace Policy

The Superintendent and all Superintendent project work are “tobacco” and “drug free” workplaces and, as such, require that all persons on Superintendent property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site.

XXVIII. Non-Discrimination

In connection with all work performed under this RFP 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 Proposer agrees to comply with applicable Federal and State laws including, but not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended (pertaining to race, color, national origin and religion), Title IX of the Education Amendments of 1972 (pertaining to sex discrimination), Section 504 of the Rehabilitation Act of 1973 (pertaining to handicap), The Age Discrimination Act of 1975 (pertaining to age), the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735 (pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40); and the Americans with Disabilities Act of 1990 (pertaining to disability). It is the responsibility of the Proposer to ensure that those employed by or subcontracted by the Proposer also adhere to Superintendent and Public Policies.

XXIX. Quality

Quality. All workmanship, materials, equipment, supplies, and articles incorporated in the items covered by the specifications shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment, supplies, and materials shall be new unless otherwise specified.

XXX. Sales Tax

Proposer should include California State sales tax in Bid. Federal excise taxes are not applicable to schools districts, and shall not be paid by the Superintendent.

XXXI. Delivery

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this RFP. The Superintendent requests delivery of all items as soon as possible. Indicate the delivery time, after receipt of a purchase order. If delivery time varies, submit complete information with your RFP, per item. Delivery shall be FOB Delivery Point, and shall include all delivery and/or installation charges to the

Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, California 92626.

XXXII. Payment

Superintendent terms are net 30 days. Payment for equipment, materials, and supplies may be invoiced after actual delivery per the terms and conditions set forth on Superintendent's purchase order.

XXXIII. Safety

All services and materials which the Proposer proposed to furnish to the Superintendent must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.

XXXIV. Superintendent Inspection

All items shall be subject to the inspection of the Superintendent. Inspection of the items shall not relieve the awarded Proposer from any obligation to fulfill the contract. Defective items shall be made good by the awarded Proposer, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the Superintendent and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the awarded Proposer shall immediately remedy such defect in a manner satisfactory to the Superintendent.

XXXV. Contract Negotiations

The Superintendent may negotiate a contract with the firm(s) best qualified for the services, as determined by the Superintendent to be in the best interest of the Superintendent, at compensation that the Superintendent determines is fair and reasonable. Should the Superintendent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Superintendent deems reasonable, negotiations with those firms may be formally terminated. The Superintendent may undertake negotiations with other firms most qualified for the services. The Superintendent reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

XXXVI. Bid Protest

Proposers may protest a contract award if he/she believes that the award was inconsistent with Superintendent policies or the RFP specifications or was not in compliance with the law. The protest must be filed in writing with the Administrator, Business Operations within five (5) working days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

XXXVII. Conflict of Interest

Proposer affirms that no Proposer employee or representative has participated in or attempted to influence the Superintendent's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the Board of Education of the Superintendent or any Superintendent employee or (b) making an offer of any gratuities, favors, or anything of monetary value

to an officer, employee, or member of the Board of Education of the Superintendent or any Superintendent employee for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement.

XXXVIII. Criminal Records Check

The successful Bidder, when applicable 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.

State Legislation AB1610, AB162, AB2112, and Education Code 45125.1 requires criminal records checks of contractors' employees who have any contact with students while employed by a contractor who is under contract to a school district. The Orange County Superintendent of Schools requires that all contractors comply with this legislation prior to starting any work with the school district. Please carefully read the enclosed notice and form titled "Certification by Contractor Criminal Records Check."

Please complete this form and return it to the Coordinator, Contract, Purchasing and Transportation prior to the performance of any work. Contractors must complete the fingerprinting requirements when the bid is awarded to them and before work can begin. Please contact the Coordinator, Contracts, Purchasing, & Transportation at (714) 966-4085 for further information.

XXXIX. Subcontract or Assignment

Proposer shall not subcontract or assign the performance of any of the services in this Agreement.

XL. Immigration Reform and Control Act

The Proposer hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform Act of 1986 ("IRCA") in hiring of its employees and the Proposer shall indemnify, hold harmless and defend the Orange County Superintendent of Schools, the Orange County Board of Education and its officer's, agents, and employees against any and all actions, proceedings, penalties or claims arising out of Proposer's failure to comply strictly with the IRCA.

XLI. Ukraine-Russia Contracting Certification

On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order").

If awarded a contract with the Superintendent, Proposer must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

XLII. Public Records

All proposals and other documents submitted in response to the RFP become the exclusive property of the Superintendent upon submittal to the Superintendent and become a matter of public record once they are opened, evaluated and the negotiation process completed. The Superintendent's policy is to follow the intent of the California Public Records Act (CPRA). (Gov't. Code, § 7920 et seq.) Under CPRA, public records must be made available to any person who requests such records. The mere marking of a record as "Confidential," "Trade Secret," "Proprietary," or otherwise does not create an exemption to disclosure. The Superintendent will not be held liable for any damage or injury which may result from any disclosure of information that may occur. Proposers acknowledges that the Superintendent is under no obligation to notify Proposer whose proposal becomes the subject to a CPRA request before the Superintendent produces responsive records to a requestor. Proposer must evaluate its risk of disclosures of sensitive business information before submitting its proposal.

XLIII. PROPOSAL CONTENT: A complete proposal shall include all of the following documents:

- A. Three (3) bound and One (1) copy of the completed proposal
- B. Completed Attachment A – Information Required of Proposer
- C. Price Sheet/Quote
- D. Addendum Acknowledgement Form
- E. Completed Non-Collusive Declaration form.
- F. Completed Workers' Compensation Certificate
- G. Completed Drug-Free Workplace Certification
- H. Completed Equal Opportunity Certification
- I. Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- J. Education Department of General Administration Regulation (EDGAR) compliance form
- K. Completed Iran Contracting Act Certification
- L. Completed Ukraine-Russia Contracting Certification

To be an acceptable proposal, all of the above documents must be included in the submittal.

ATTACHMENT A

INFORMATION REQUIRED OF PROPOSER

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that Superintendent may request verbal or written clarifications or additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

Individual

Partnership

Corporation

Subsidiary

Government Entity

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach or list below why your firm should be selected by Superintendent to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all Superintendent local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist Superintendent in ascertaining your ability to perform the requested services.

**SECTION D –
ADDITIONAL AS-
NEEDED SERVICES -
PRICING**

(21) What are your costs to perform additional tasks and deliverables during the agreement period? Please submit a fee schedule for additional, as needed services.

SECTION E - REFERENCES

(23) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the Superintendent? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(24) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by Superintendent. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by Superintendent regarding the Proposer or Proposer's performance of work.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Auditor pages one (1) through eight (8) is true and correct. Executed this _____ day of _____, 2022, at _____, State of _____.
City, County

Signature

Print Name

Title

**REQUEST FOR PROPOSAL 23-17
MOBILE PRODUCTION UNIT**

ADDENDUM ACKNOWLEDGEMENT FORM

Proposer must sign the ACKNOWLEDGEMENT FORM to indicate receipt of Addenda.

Please initial and list each Addendum received, sign, and submit this form with your Proposal in order for your Proposal to be accepted.

Initial **only one** of the following:

_____ Addenda Numbers _____; _____; _____; _____; _____; _____; _____ were received, acknowledged (initial if applicable) and incorporated into this Proposal.

OR

_____ No Addenda Issued (initial if applicable)

By: _____
Authorized Officer or Agent

Print Name: _____

Title _____

Firm Name: _____

Date: _____

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

NONCOLLUSION DECLARATION

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

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 the Contractor

By: _____
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 contract.)

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 contractor 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 SUPERINTENDENT 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

Signature

Print Name

Title

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

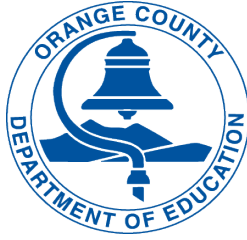
Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined 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 non inmate; 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
AB 1610, 1612 and 2102**



To the Governing Board of _____ School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
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

EQUAL OPPORTUNITY CERTIFICATION

To: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

.....
I, the official name below, certify under penalty of perjury that I am duly authorized to legally bind the firm to this certification, and that the contents of this certification are true and correct, that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither _____ nor
_____ Name of Respondent

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Respondent on the _____ day of _____ 20____ for the purposes of submission of this RFP.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process. Orange County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by the Orange County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by Orange County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event Vendor fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Orange County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Orange County Superintendent of Schools believes, in its sole discretion that it is in the best interest of the Orange County Superintendent of Schools to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Orange County Superintendent of Schools as of the termination date if the contract is terminated for convenience of the Orange County Superintendent of Schools. Any award under this procurement process is not exclusive and the Orange County Superintendent of Schools reserves

the right to purchase goods and services from other vendors when it is in the best interest of the Orange County Superintendent of Schools.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by the Orange County Superintendent of Schools the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of

parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES ____ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2
CRF § 200.333**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. As specifically noted above.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code 2200-2208)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting certification is required for solicitations of goods or services of , one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS \$1,000,000 OR MORE

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000) or more.
OR

- 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR

- 3. Bidder's Total Base Bid is one million dollars(\$1,000,000) or more, but the DISTRICT has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203© or (d). **A copy of the written permission from the DISTRICT is included with Bid.**

I, the official named below, certify I am under penalty of perjury under the laws of the State of California that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true and correct, and this certification is made under the laws of the State of California.

Date: _____

Legal Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(RESPONDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

UKRAINE-RUSSIA CONTRACTING CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (“Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (“State Order”).

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, this Certification shall be part of your Response:

(1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and

(2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon District request, your firm will provide the District a written statement detailing your actions related to this section.

Executive Order 14065;

<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>

State Order N-6-22;

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order>

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Company Name: _____
Authorized Signature: _____
Name: _____
Date: _____

(RESPONDER MUST COMPLETE AND RETURN WITH BID RESPONSE)