

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposal (RFP)
Number 25-06**

TEMPORARY STAFFING SERVICES



PROPOSAL DUE DATE

March 26, 2026 at 2:00:00 p.m. PDT

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: 25-06
TEMPORARY STAFFING SERVICES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified firms to provide Temporary Staffing Services 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.PDT on March 26, 2026**, 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. PDT on March 17, 2026. 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.

By: Kristin Lange
Purchasing & Contracts Manager

Date Published: March 4, 2026
Date Published: March 11, 2026

INFORMATION FOR PROPOSERS

1. Introduction

The mission of the Orange County Superintendent of Schools is to ensure that all students are equipped with the competencies they need to thrive in the 21st 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 serving 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.

2. Purpose

The Superintendent is seeking proposals for temporary staffing services to provide assistance filling a variety of positions in accounting, legal and technology departments. The successful Temporary Personnel Services Agency (TPSA) must provide evidence of their ability to provide a large pool of highly qualified candidates in a timely manner (e.g., 8 or more qualified candidates within 1 to 2 weeks of a request) for technology positions and within 24 hours for administrative, accounting and legal positions.

3. Scope of Services

The need for temporary personnel is expected to be required as a result of additional staffing requirements or unforeseen shortfalls in personnel coverage due to prolonged illness, leaves of absence, extended position vacancies, special projects, and other unforeseeable circumstances. The successful Temporary Personnel Services Agency (TPSA) must provide evidence of their ability to provide a large pool of highly qualified candidates in a timely manner (i.e., 3 or more qualified candidates within two (2) working days of a request from the Superintendent). The TPSA shall ensure that each candidate meets or exceeds the qualifications specified in the Job Description.

3.1 NOTIFYING THE TEMPORARY SERVICES AGENCY

When TPSA services are required, the Superintendent's Human Resources department will contact the TPSA via telephone or email. The Human Resources representative will inform the agency of the personnel requirements which include salary, job duties, skills/training required, work hours, and estimated duration of assignment. Note: Temporary assignments may not exceed 180 working days.

3.2 RESPONSE TIME

The TPSA shall respond with available pre-screened, fingerprinted, qualified candidates for positions via telephone or email within the following timeframes:

- Administrative, Legal, Accounting, and Clerical Positions:
Minimum of three (3) qualified candidates within two (2) business days of request.
- Technology Positions:
Minimum of three (3) qualified candidates within five (5) business days of request.
- Specialized or Hard-to-Fill Positions (e.g., Speech & Language Pathologist, Architect-level Technology roles):
Initial candidate submission within seven (7) business days.

A “qualified candidate” shall mean an individual who:

- Meets minimum job qualifications
- Has completed required screening and reference checks
- Has verified fingerprint eligibility status
- Is available for the requested assignment

Failure to meet response standards may impact contract performance evaluation.

3.3 POSITIONS

Temporary personnel may be required but not limited to the following position titles detailed in the attachment. These positions represent those requested most frequently, although additional positions may be required depending on business needs that are not included in this bid document. The Superintendent reserves the right to add or delete position titles, as identified in the then current CSEA agreement.

ADMINISTRATIVE/LEGAL

Executive Assistant	Legal Secretary
Senior Accounting Technician	Senior Payroll Technician
Senior Project Accountant	

TECHNOLOGY

Applications Architect	Software Engineer
Software Developer	Mobile App Developer
Applications Analyst	Database Administrator
Network Architect	Network Engineer
Systems Architect	Systems Engineer
Help Desk Technician	

SCHOOL

Speech & Language Pathologist
Paraeducator
School Nurse
Speech Language Pathology Assistant
Paraeducator-Transition Behavior

Note: Some assignments may require bilingual skills.

3.4 REQUIRED PERSONNEL SCREENING

Identification, Live Scan Fingerprinting, and Form I-9 Requirements

The TPSA shall ensure that all temporary personnel assigned to the Superintendent complete all required pre-employment clearance requirements prior to the first day of service.

A. Live Scan Fingerprinting

The TPSA shall be solely responsible for ensuring that all assigned personnel complete DOJ/FBI Live Scan fingerprinting in accordance with California Education Code requirements prior to placement at OCDE.

B. Fingerprinting shall be conducted through a California Department of Justice–approved Live Scan provider. The TPSA shall:

- Coordinate and schedule fingerprinting appointments directly with assigned personnel
- Ensure submission of fingerprints to the California Department of Justice (DOJ) and, when applicable, the Federal Bureau of Investigation (FBI)
- Cover all associated fingerprinting costs unless otherwise agreed in writing
- Provide written certification to Superintendent confirming that fingerprint clearance has been received and that the individual is eligible for assignment in a school setting.

C. Assigned personnel must present:

- A completed Live Scan form (if required by the processing agency)
- Two (2) forms of valid identification. One form must include a photograph (e.g., valid driver's license or passport). Acceptable secondary identification includes a Social Security card, birth certificate, or U.S. passport

No temporary employee shall begin work or report to any site until the TPSA has verified fingerprint clearance and Superintendent has confirmed eligibility for assignment.

D. Form I-9 Employment Eligibility Verification

The TPSA is responsible for completing, verifying, and maintaining Form I-9 documentation for each temporary employee in compliance with federal law. Upon request, the TPSA shall provide written verification of I-9 compliance to the Superintendent.

E. New Hire Documentation Requirements

The TPSA shall ensure that all assigned personnel submit required documentation to Superintendent prior to beginning assignment. Required documentation includes:

- Copy of TB clearance results (see Section 3 below)
- Mandated Reporter Training Certificate (see below)
- Direct deposit authorization, if applicable

F. Mandated Reporter Training

Pursuant to California law, all temporary personnel assigned to school sites or positions classified as mandated reporters must provide proof of completion of Mandated Reporter Training.

- Certificates must be dated on or after July 1, 2023.
- If personnel do not possess a current certificate, they must complete required training <http://www.mandatedreporterca.com/>

Required courses include:

- General Training
- School Personnel Training

Proof of completion must be submitted to OCDE prior to assignment.

G. Tuberculosis (TB) Risk Assessment / Clearance

In accordance with California Education Code §49406 and applicable public health requirements:

- Personnel currently employed by a California school district must provide proof of negative TB results taken within the last four (4) years
- Personnel not currently employed by a California school district must provide proof of negative TB results taken within the last sixty (60) days
- If current documentation is unavailable, assigned personnel must complete a TB risk assessment through a licensed provider prior to beginning assignment

No temporary personnel may report to work without verified TB compliance.

H. AB 848 Compliance Language

Compliance with AB 848 (Mandated Reporter and School Safety Requirements)

The TPSA acknowledges and agrees to comply with the requirements of Assembly Bill 848 and all related provisions of the California Education Code concerning the protection of students.

The TPSA shall:

- Ensure that all temporary personnel assigned to Superintendent who qualify as

mandated reporters complete required Mandated Reporter Training prior to providing services

- Maintain documentation verifying completion of required training and provide such documentation to Superintendent upon request
- Ensure that all assigned personnel understand their legal obligations as mandated reporters, including the duty to report known or suspected child abuse or neglect
- Certify in writing that all temporary personnel placed in school settings have met all statutory requirements for fingerprinting, background clearance, TB compliance, and student safety requirements prior to assignment

Failure of the TPSA to ensure compliance with fingerprinting, student safety laws, AB 848, and applicable Education Code provisions shall constitute a material breach of contract.

The TPSA shall be responsible for thoroughly screening all personnel prior to placing them on assignment with the Superintendent. The screening shall include the following: 1) Employment Reference Investigations, 2) Professional and technical Competence, 3) Immigration Reform and Control Act of 1986, 4) Confidentiality, and 5) Dress Code.

1. Employment Reference Investigations shall be verified by the TPSA. Verification shall include previous dates of employment, position responsibilities, wage rates, reason for termination(s) and eligibility for rehire for the past seven (7) years of employment.
2. Professional and technical competence of personnel referred to the Superintendent shall be the responsibility of the TPSA. In addition, the TPSA has the right to discipline and supervise the personnel referred to the Superintendent.
3. Immigration Reform and Control Act of 1986 verification and documentation regarding identity and employment status in the responsibility of the TPSA.
4. The TPSA shall be responsible for seeing that its employees agree to maintain confidentiality of information and the Superintendent's records that may become accessible to its employees at the job site. TPSA referred employees may be required to sign a confidentiality agreement in the Human Resources unit of the Superintendent. All Superintendent's rules, regulations, statutory laws and internal policies must be strictly adhered to by TPSA's employees, staff, and/or agents.
5. All temporary employees assigned to the Superintendent must report to work dressed in professional business attire appropriate to the assigned position.

Any agreements related to mileage are between TPSA and temporary employee(s). The Superintendent shall not reimburse mileage claims of TPSA or temporary employee(s).

I. WORK HOURS AND LOCATION

Temporary assignments will normally be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however specific working hours and assignment durations may vary. The Superintendent representative will specify dates and hours on an individual basis to the TPSA when requesting temporary personnel. All temporary personnel must report to the

Superintendent Human Resource Department prior to beginning any new work assignments. Location of the temporary work assignments will vary. The Superintendent operates a variety of diverse programs throughout the County of Orange. The Superintendent will identify the location of temporary assignment needs to TPSA when initial requests are made.

J. OPTION TO HIRE

In the event a permanent vacant position open to the public becomes available within the Superintendent in which a TPSA worker applies and accepts, a conversion fee shall not apply and the Superintendent shall not be obligated to pay the TPSA a fee after the TPSA employee's completion of thirty (30) calendar days of service.

TPSA fees for recruitment efforts shall be included in the percentage fee previously indicated. The Superintendent shall not pay additional fees for recruitment, or for temporary-to-permanent conversion after thirty (30) calendar days.

K. NO CHARGE GUARANTEE

The TPSA shall comply with a "No Charge Guarantee" for the first three (3) days of an assignment when the TPSA is notified by the Superintendent that a temporary worker is not suitable for the assignment.

L. COMPLIANCE WITH THE LAW

The TPSA shall comply with all equal employment laws, state and federal and will ensure that it is in compliance with such laws in the hiring, referral, training, and testing of employees and will indemnify and hold harmless the Superintendent from and against any and all liability of any nature attributable to the TPSA's actions and/or non-actions related to the performance of its services under this contract. Bid responses shall include the following:

Description of Services Provided

1. Pre-screening qualification methods
2. Response time (in hours)
3. Methods for choosing selected candidates
4. Full description of replacement guarantees
5. Description of backup data to be supplied with invoice
6. Additional services offered

Costs

1. Hourly wages and agency billing rate for temporary workers including detail
2. Breakdown of any additional fees including overtime or double time
3. Sample invoice
4. Payment terms

Company Experience/Qualifications of Key Personnel

1. Comparable previous blanket purchase orders
2. Contact person and phone list
3. List of “key” personnel
4. Resumes for each person listed as “key”

M. EVIDENCE OF QUALIFICATIONS

Evidence of qualifications and possession of all certifications and license required to conduct business in the State of California and the County of Orange.

N. JOB DESCRIPTIONS

SEE ATTACHED JOB DESCRIPTIONS

JOB TITLE

Executive Assistant	Legal Secretary
Senior Accounting Technician	Senior Payroll Technician
Senior Project Accountant	
Applications Architect	Software Engineer
Software Developer	Applications Analyst
Network Architect	Network Engineer
Systems Architect	Systems Engineer
Speech & Language Pathologist	
Paraeducator	
School Nurse	
Speech Language Pathology Assistant	
Paraeducator-Transition Behavior	

4. Request for Proposals (RFP) Schedule

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

RFP Issue Date	March 4, 2026 and March 11, 2026
Deadline for Clarification	March 17, 2026 11:00:00 a.m. PDT
RFP Proposal Due Date	March 26, 2026 2:00:00 p.m. PDT
Review of Proposals	March/April 2026
Notification to Finalists	April 2026
Interview (if needed)	April 2026
Award of Contract(s)	April/May 2026

*All dates listed are subject to change.

5. 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 Temporary Staffing Services 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. PDT on March 17, 2026**. 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. PDT on March 17, 2026**. Any proposal may be withdrawn by the respondent any anytime prior to the scheduled closing time for receipt of proposals.

6. 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 **March 26, 2026 at 2:00:00 p.m. PDT**. 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.

7. 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, and shall be limited to not more than 45 double-sided pages (i.e. 90 printed faces/sides) in length (excluding covers and tab separators). The firm shall submit three (3) bound copies, one (1) unbound copy and an electronic .pdf version on a flash/thumb drive, 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 Temporary Staffing Services 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 three (3) 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. Number of employees located in Orange County or Southern California.
7. Date firm established.

8. California Business License Number, if applicable
9. Tax Identification Number.
10. Name of the project manager who will serve as the Superintendent's contact throughout the project(s).
11. 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.

8. Selection

The Superintendent intends to use the responses that it receives to assist in possible selection of a firm for Superintendent's Temporary Staffing Services. 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 Superintendent's Temporary Staffing Services, 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.

9. 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 Scope of Services
- b. Respondent's past experience with K-12 public schools for the same or similar work/firm's expertise and background, personnel qualifications, etc.
- c. References
- d. Fee Schedule

10. 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 Temporary Staffing Services. 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.

11. 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."

12. Confidential Information

All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the Superintendent and may only be returned at the Superintendent's option and at the submitting firm's expense. All information and documentation submitted to the Superintendent excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that Superintendent determines is proper under federal, state, and local law. The Superintendent assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the Superintendent a detailed statement indicating the reasons it has for believing that the information will be used by the Superintendent in making its determination as to whether or not disclosure is proper under federal, state, and local law. Superintendent will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the Superintendent including attorney's fees awarded by the court if Proposer requests Superintendent to resist disclosure of material provided to the Superintendent by Proposer, provided the Superintendent determines that said materials are exempt under federal, state, or local law.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Sexual Abuse and Molestation insurance in an amount not less than Three million dollars (\$3,000,000.00) per occurrence/ Six million dollars (\$6,000,000.00) Aggregate.
- d. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- e. 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 Proposer's 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.

18. Independent Contractor

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Term of Agreement

The initial term of the Agreement shall be for one (1) year with an option to renew for four (4) additional successive one-year periods, not to exceed an accumulative total of five (5) years. Pricing shall be held firm for the duration of the contract unless otherwise negotiated by the Superintendent. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

31. 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.

32. 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.

33. 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.

34. 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.

35. Agreement/Contract

A "Sample" Agreement which the successful Proposer, as Contractor will be required to execute is included in the RFP Documents and should be carefully examined by the Responder.

36. Subcontract or Assignment

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

37. 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.

38. 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>).

39. Public Records

All documents included in the RFP become the exclusive property of the Superintendent upon submittal to the Superintendent. All proposals and other documents submitted in response to the Public Notice Inviting Bids become a matter of public record, except for information contained in such proposals deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Responder that indiscriminately marks all or most of its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The Superintendent is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the Superintendent or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Responder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the Superintendent in conformity with the California Public Records Act, Government Code § 6250 et seq.

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

- A. Four (4) copies of the completed proposal & electronic version on a flash/thumb drive
- B. Completed Attachment A – Information Required of Proposer
- C. Fee Schedule
- D. Completed Non-Collusive Declaration form.
- E. Completed Workers' Compensation Certificate
- F. Completed Drug-Free Workplace Certification
- G. Education Department of General Administration Regulation (EDGAR) compliance form
- H. Completed Certification forms.

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

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.)

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 noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY
CONTRACTOR CRIMINAL
RECORDS CHECK
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 CFR § 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: _____

(BIDDER 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: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

ATTACHMENT B

SAMPLE-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;
- C. 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.
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. Sexual Abuse and Molestation insurance in an amount not less than Three million dollars (\$3,000,000.00) per occurrence/ Six million dollars (\$6,000,000.00) Aggregate. 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 (3rd) 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. 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: Executive Director

Federal ID: #95-6000943

Telephone: 714-966-4085

Email: pmccaughey@ocde.us

TEMPORARY STAFFING SERVICES

RFP NUMBER: 25-06

PRICE SHEET

Bidder Name/Address: _____

Telephone Number _____ Fax Number _____

NAME AND TELEPHONE NUMBER OF AUTHORIZED REPRESENTATIVE:

Availability for temporary service personnel to begin work shall be _____ hours/days (circle one) after notification.

Please indicate which of the required elements you have provided with your response:

<u>Have Included</u>	<u>Have Not Included</u>	<u>Item Description</u>
_____	_____	Pre-Screening qualification methods
_____	_____	Response time, in hours
_____	_____	Methods for choosing selected candidates
_____	_____	Full description of replacement guarantees
_____	_____	Payment Terms
_____	_____	Sample Invoice
_____	_____	Description of backup data to be supplied with invoice
_____	_____	Description of how overtime and double time are calculated. Identify work day and week
_____	_____	Additional service offered

_____	_____	Breakdown and explanation of temporary worker. Hourly wages and agency billing rates.
_____	_____	Breakdown of any additional costs and fees
_____	_____	List of key personnel
_____	_____	Resumes for each person listed as key personnel
_____	_____	List of at least three (3) references
_____	_____	Evidence of qualifications and possession of all certificate to conduct business in the state of California and the County of Orange
_____	_____	All completed certificates and documentation

If you have answered "Have not Included" to any of the above requirements please explain below:

TERMS

Cash discount allowable _____ days; otherwise specified, payment terms are: Net 30 days. Payment terms of less than 15 days will not be considered in the final evaluation.

This offer shall remain firm for _____ days from the date of offer.

Please sign your offer in ink. Signatures in pencil and/or rubber stamp type signatures are not acceptable.

AUTHORIZED TO BID OFFER _____

SIGNER'S NAME AND TITLE _____

DATE SIGNED _____

PRICE SUMMARY SHEET
RFP 25-06

No Actual usage volume is expressed, implied or guaranteed. The wages entered should include any discount to your “normal wages” offered to the Orange County Superintendent of Schools and should be the wage actually billed to the Superintendent, not the wage paid to the employee. Please enter your option year wages where indicated.

ITEM #	POSITION TITLE	WAGE RATE (PAID TO EMPLOYEE)	BILLING RATE (TO DISTRICT)	OPTION YEARS 2-5 BILLING RATE
01	Executive Assistant	\$_____/Hour	\$_____/Hour	\$_____/Hour
02	Legal Secretary	\$_____/Hour	\$_____/Hour	\$_____/Hour
03	Senior Accounting Technician	\$_____/Hour	\$_____/Hour	\$_____/Hour
04	Senior Payroll Technician	\$_____/Hour	\$_____/Hour	\$_____/Hour
05	Senior Project Accountant	\$_____/Hour	\$_____/Hour	\$_____/Hour
06	Applications Architect	\$_____/Hour	\$_____/Hour	\$_____/Hour
07	Software Engineer	\$_____/Hour	\$_____/Hour	\$_____/Hour
08	Software Developer	\$_____/Hour	\$_____/Hour	\$_____/Hour
09	Mobile App Developer	\$_____/Hour	\$_____/Hour	\$_____/Hour
10	Applications Analyst	\$_____/Hour	\$_____/Hour	\$_____/Hour

ITEM #	POSITION TITLE	WAGE RATE (PAID TO EMPLOYEE)	BILLING RATE (TO DISTRICT)	OPTION YEARS 2-5 BILLING RATE
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11	Database Administrator	\$_____/Hour	\$_____/Hour	\$_____/Hour
12	Network Architect	\$_____/Hour	\$_____/Hour	\$_____/Hour
13	Network Engineer	\$_____/Hour	\$_____/Hour	\$_____/Hour
14	Systems Architect	\$_____/Hour	\$_____/Hour	\$_____/Hour
15	Systems Engineer	\$_____/Hour	\$_____/Hour	\$_____/Hour
16	Help Desk Technician	\$_____/Hour	\$_____/Hour	\$_____/Hour

JOB DESCRIPTION ATTACHMENT

Executive Assistant

GENERAL PURPOSE

Under direction, performs a wide variety of complex and sensitive administrative support functions in the office of a Cabinet member or for a director or executive/administrator at least at that level; and performs related duties as assigned.

ESSENTIAL DUTIES AND REPOSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs a wide variety of complex administrative support services in the office of a member of the Superintendent's Cabinet or for a director or executive/administrator at least at that level; assists in handling a variety of administrative tasks not requiring the executive's immediate attention.
2. Types and/or drafts reports, memoranda, correspondence, presentations, board agenda items, forms, requisitions, contract requests, and other documents and reports often of a highly sensitive and confidential nature; proofreads and checks a variety of forms, documents, and other materials for accuracy, completeness, and compliance with OCDE standards, policies, and procedures; assembles, types and processes a variety of documents associated with division functions and processes; prepares requisitions for the purchase of materials and supplies; organizes and coordinates printing of documents; disseminates communications to division work locations.
3. Maintains or assists in maintaining the Cabinet member's/executive's calendar; screens requests and schedules a variety of appointments, conferences, teleconferences, and internal and external meetings; reviews, determines priority and routes incoming correspondence, email, reports, and other documents; handles or refers matters in accordance with established procedures; takes and maintains minutes of meetings and distributes applicable information to designated staff and other individuals; maintains a wide variety of general and specialized files; may maintain division master calendars.
4. Makes and confirms travel arrangements; submits conference registration; arranges hotel and flight reservations; develops and completes itineraries, travel forms, and other related documentation; compiles and prepares reimbursement requests.
5. Plans or assists in planning and making event arrangements for staff meetings, retreats, academic events, staff development sessions, and a variety of other division events; secures locations and makes food/refreshment, equipment, and other arrangements.
6. Receives and screens visitors and telephone calls, providing information and handling issues that often require sensitivity and use of sound, independent judgment; responds to requests for information, refers matters to appropriate OCDE staff and/or takes or recommends action to resolve the request.
7. Conducts on-line and other research and assembles information from a variety of sources for the preparation of reports, correspondence, and presentations.

OTHER DUTIES

1. Assists in compiling and preparing division/department/program budgets and distributing budget documents and reports; drafts preliminary reports; monitors assigned budgets.
2. Processes and submits division payroll and time keeping documents; submits requests for facilities and equipment repairs.
3. Oversees and processes the issuance of OCDE credit cards in accordance with established policies and procedures; maintains all required documentation.
4. Provides back up for other administrative support staff.

QUALIFICATIONS

Knowledge of:

1. Advanced office administrative and management practices and procedures.
2. Principles and practices of sound business communication; correct English usage, including spelling, grammar, and punctuation.
3. OCDE organization, rules, policies, regulations, procedures, and provisions of the Education Code applicable to areas of assigned responsibility.
4. Advanced uses of word processing, spreadsheet, database, and other standard software to create complex documents and materials requiring the interpretation and manipulation of data.
5. OCDE administrative policies, procedures, and approval processes applicable to payroll, fiscal, purchasing, travel, training, contract processing, maintenance of public records, and other administrative support activities.
6. Research techniques, methods and procedures.
7. Techniques of recordkeeping, budget tracking, and creating/maintaining timelines.

Ability to:

1. Organize, set priorities, and exercise sound judgment with limited supervision.
2. Interpret, apply, explain, and reach sound decisions in accordance with laws, regulations, rules, and policies.
3. Plan and make event arrangements, including facilities locations, food/refreshments, audio visual equipment set up, and materials for distribution, with high attention to detail.
4. Type accurately at 50 WPM.
5. Operate a computer and word processing software and other standard office equipment.
6. Manage multiple and rapidly changing priorities calmly and efficiently.
7. Organize, research, and maintain complex office files.
8. Compose correspondence, prepare presentations, talking points, and other documents and make arrangements from brief instructions.
9. Understand and follow written and oral instructions.

10. Communicate clearly and effectively, both orally and in writing.
11. Prepare clear, accurate, and concise records and reports.
12. Maintain highly sensitive information.
13. Deal with sensitive and difficult situations.
14. Establish and maintain highly effective working relationships with OCDE executives, administrators, superintendents, and officials of other county school districts, staff, faculty, business and community leaders, other elected officials, parents, the public, and others encountered in the course of work.
15. Must demonstrate attendance sufficient to complete the duties of the position as required.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or high school equivalency test, and at least five years of increasingly responsible office administrative or secretarial experience; or an equivalent combination of training and experience. An Associate's degree or course work in business management, communications, or a related field is highly desirable and may be substituted for a portion of the required experience.

Legal Secretary

GENERAL PURPOSE

Under general supervision, performs difficult and highly responsible sensitive and confidential legal secretarial work for attorneys in District's Legal Services department; and performs related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Transcribes and types legal pleadings, contracts, leases, agreements, resolutions, licenses, and a wide variety of other legal forms, correspondence, reports, and documents from dictation, rough copy or notes, with minimum supervision by an attorney; prepares and assembles information into proper legal form following established procedures or general instructions; proofreads and corrects forms, documents, and pleadings in order to assure accuracy of records and entry of information.

2. Keeps current on filing and service time limits and deadlines; calendars appointments, meetings, hearings, depositions, court appearances, and document and filing deadlines for attorneys, using an electronic calendar system; types requests for production of legal documents; copies, mails, faxes, and arranges delivery of documents and exhibits; reserves conference rooms and coordinates arrangements including catering for meetings, conferences, and training sessions.

3. Facilitates document management in response to Public Records Act requests, subpoenas, and personnel and student records requests; reviews, processes, and/or coordinates with relevant staff to ensure quality and timely response to requests; tracks due dates; reviews request, identifies custodians of records; requests, collects, and analyzes records to identify exempt and privileged records; categorizes PRA requests.

4. Assists with assessment of e-Discovery needs and issues to implement appropriate electronically stored information (ESI) procedures to preserve evidence; analyzes a client's ESI system and storage for search capabilities; identifies custodians of relevant ESI and develops litigation hold lists; works with information technology staff to perform appropriate searches; identifies and collects appropriate ESI.

5. Formulates searches for legal opinions maintained in internal legal database searches external public agency databases for guidance documents; queries and searches online legal research systems for statutes and case law relevant to legal matters; formulates searches on Internet for non-legal information.

6. Creates and maintains a variety of legal files in order to provide easy access to records with limited direction or supervision; maintains active litigation/hearing, work and research files; archives files and purges inactive files in accordance with District's records retention schedule.

7. Answers and screens a high volume of telephone calls, providing information and handling issues that often require sensitivity and use of sound independent judgment; opens, logs and routes incoming and outgoing mail; makes and confirms conference and travel arrangements.

8. Records and tracks attorney and paralegal time spent on special education legal matters in legal billing system, invoices, tracks, and posts payments, reconciles accounting records and runs a variety of legal time and billing reports.

OTHER DUTIES

1. Types and faxes cover memos, opinion letters and workbooks.
2. Files legal documents with applicable courts or administrative agencies.
3. Participates in developing handbooks and reference guides for use by other legal secretaries.

QUALIFICATIONS

Knowledge of:

1. Legal terminology, forms, documents, and court/administrative agency rules, filing requirements, and timeframes used in legal practice and proceedings.
2. Federal and state e-discovery rules.
3. Electronic legal research and legal billing software.
4. Legal references materials and their contents.
5. Statutory deadlines for responding to and/or filing pleading documents.
6. Proper preparation of pleadings, briefs, and legal forms.
7. Law office administrative practices and procedures.
8. Principles and practices of sound business communication.
9. Correct English usage, including spelling, grammar, and punctuation.

Ability to:

1. Operate a computer and word processing software and other standard office equipment.
2. Type accurately at 50 WPM.
3. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
4. Problem-solve routine administrative legal matters.
5. Plan and make event arrangements, including facilities locations, food/refreshments, audiovisual equipment set up and materials for distribution, with high attention to detail.
6. Interpret, apply, explain, and reach sound decisions in accordance with laws, regulations, rules, and policies.
7. Organize, research, and maintain legal and office files and calendars with a high degree of accuracy.
8. Compose correspondence and prepare standard legal documents from brief instructions with a high attention to detail and accuracy.
9. Utilize redlining and document compare functions within word processing software.

10. Communicate clearly and effectively orally and in writing.
11. Prepare clear, accurate, and concise records and reports.
12. Maintain highly sensitive and confidential information.
13. Deal with sensitive and difficult situations.
14. Establish and maintain highly effective working relationships with District executives, executives and legal counsel of agencies served by Legal Services, staff, outside legal counsel, litigants and claimants, and others encountered in the course of work.
15. Must demonstrate attendance sufficient to complete the duties of the position as required.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills, and abilities outlined above is graduation from high school or G.E.D. equivalent, and three years of secretarial or clerical experience in a law office; or an equivalent combination of training and experience.

Senior Accounting Technician

GENERAL PURPOSE

Under general supervision, performs a variety of complex and highly responsible accounting support duties, including: maintaining and reconciling accounts receivable and general ledger accounts; verifying accuracy and processing accounts payable invoices; tracking and monitoring available funds; reviewing and processing a variety of accounting and financial documents from County school districts; pre-auditing payments prior to disbursement; and performs related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Processes vendor invoices for goods, services, childcare providers, travel, mileage, registrations, utilities, leases, cell phones, and other operational services; reviews and interprets contract codes, education codes, lease agreements, and legal documentation to ensure compliance with all applicable legal requirements; verifies completeness, accuracy of calculations, and all required back up documentation including receipts, packing slips, authorizations for payment, and fixed asset forms; researches and resolves discrepancies; enters appropriate data into District's accounting system for payment; maintains complete files on each payment transaction.
2. Selects a variety of payments from all school districts for audit including construction contracts, consulting agreements, and special education contracts and requests back up documentation; analyzes and audits financial data.
3. Documents to assure accuracy, completeness, and compliance with district policies and procedures and applicable governmental regulations; reviews signed agreements for district contracts and audits contractor invoices; identifies payments that are not in compliance with established policy or that are incomplete and provides notification to appropriate source; verifies that school districts have adequate funds to pay for goods and/or services; releases payments/registers after audit completion.
4. Maintains general ledger balances for all school districts; processes bank reconciliations and works closely with County Treasurer's Office to maintain adequate cash balances for each district; processes daily transfer requests submitted to districts and audits financial documentation for accuracy; deposits daily checks submitted from districts to the County Treasurer and generates cash receipts; researches any discrepancies in the general ledger and creates documents to correct as necessary; assists districts in closing financial books at end of the fiscal year.
5. Maintains District 's accounts receivable and general ledger; receives requests and prepares invoices, ensures accuracy of budget numbers, object codes, and applicable sales tax; researches discrepancies; prepares invoices and audits batch proofs; distributes batches and invoice copies with back up documentation to vendors and requesting organizations; tracks, monitors, and performs collections on outstanding accounts by contacting city, county, and state agencies, private individuals, and businesses by telephone or correspondence; resolves and corrects accounts receivable errors; sends out billing statements as needed; maintains appropriate files.

6. Receives checks and cash from various District departments and sources; verifies, balances, posts, and audits for accuracy, and enters into District's accounting system; deposits funds following established procedures.
7. Analyzes and monitors assigned District budgets; reviews and assigns appropriate budget codes for all purchase requisitions, invoices and contracts; interprets accounting and financial data, analyzes reports and makes recommendations for solutions to budgetary needs including budget transfers; prepares quarterly budget forecast projections.
8. Monitors general ledger for income contracts and agreements; works with various districts, agencies, and staff; monitors expenditures and revenue; and assists with budget projections; runs various reports and verifies that budgets accurately represent the monetary flow of designated funding of the contract/agreement; prepares invoices as required.
9. Processes Child Care provider invoices; receives invoices and provider certificates, verifies allowable hours based on various agency and state regulations; calculates payment amount based on provider rates, non-operational days and client's eligibility status; prepares payments within established timeframes.
10. Within areas of responsibility, reviews, ensures accuracy, and approves account coding, project coding, and/or other financial data; identifies and rectifies incorrect codes; informs and educates appropriate staff on correct procedures and codes.
11. Provides accurate and timely information and assistance to internal and external customers; researches and handles daily inquiries from customers on matters related to areas of responsibility.
12. Prepares detailed statistical, financial, or operational reports as assigned.
13. Files documents and records; maintains confidentiality and security of sensitive information.

OTHER DUTIES

1. Codes and processes substitute teacher timesheets; reconciles monthly payroll reports to ensure correct budgets were posted; initiates journal entries to make payment corrections.
2. Trains departmental staff on appropriate procedures for processing transactions.
3. Attends a variety of meetings and training sessions as required.
4. Prepare and process local, state, and federal monthly, quarterly, and annual fiscal reports.
5. Maintains an inventory of office supplies, materials, and equipment.
6. Maintains storage and destruction of records within area of responsibility.

QUALIFICATIONS

Knowledge of:

1. District and school district policies, procedures, practices, terminology, and codes used in areas of assigned responsibility, including accounts payable and receivable, general accounting, and payroll.
2. Budgeting practices, procedures, and terminology.

3. Fundamental accounting, project/cost accounting and internal control practices and procedures.
4. Methods, practices, documents, and terminology used in processing accounting transactions for special funds, programs, and grants; and related financial record keeping.
5. The operations, requirements, and codes of District's financial reporting/general ledger computer system as they apply to assigned areas of responsibility.
6. Customer service practices and procedures, including telephone etiquette.

Ability to:

1. Set priorities, meet schedules, and timelines; work independently and exercise sound judgment.
2. Understand, interpret, explain, apply, and reach sound decisions in accordance with OCDE and state accounting rules, policies, and procedures.
3. Make calculations and tabulations and review fiscal and related documents and information accurately and rapidly.
4. Understand and carry out written and oral instructions.
5. Prepare clear and accurate financial records and reports.
6. Establish and maintain effective working relationships with District and school district management, administrators, staff, vendors, and others encountered in the course of work.
7. Must demonstrate attendance sufficient to complete the duties of the position as required.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is an Associate's degree in bookkeeping or accounting or a closely related field; and at least four years of progressively responsible experience in performing financial or statistical recordkeeping; or an equivalent combination of training and experience. Experience in an educational institution or public agency is especially desirable.

Senior Payroll Technician

GENERAL PURPOSE

Under direction from higher level supervisory or management staff, incumbent performs highly complex technical duties and responsibilities involving the preparation, processing, auditing, and maintenance of school district payrolls; and performs related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs the full range of complex technical duties related to the computation, preparation, payment of employee contracts/salaries/Cost of Living Adjustments (COLA) for current and terminated employees.
2. Interprets payroll /district policies, procedures, and provides information to assist management and employees; provides customer service and assists employees/sites/districts with payroll resolution; evaluates, and researches payroll discrepancies; makes recommendations on development and implementation of improved systems as related to areas of responsibility.
3. Prepares and reconciles quarterly employer tax returns; generates applicable federal, Social Security, and Medicare tax deposits as necessary; prepares and reconciles quarterly returns for federal and state agencies.
4. Sets-up, updates, audits and maintains time and attendance systems for sick leave, non-work, inactive, and vacation accruals according to bargaining unit agreements; assists timekeepers with input and corrections; processes late absences and overtime requests submitted by timekeepers after required deadlines.
5. Interprets and applies policies, California Education Code, federal and state laws, Internal Revenue Service tax laws, and the Fair Labor Standards Act to general and specific payroll transactions.
6. Acts as a liaison between school districts, employees, support recipients, state and federal agencies, attorneys and collection agencies in the processing of all wage garnishments and attachments; performs complex mathematical calculations based on the type of orders, priorities in the case of multiple orders, arrearages and changing requirements for compliance; researches laws and legal procedures as required; works with payroll staff and affected employees; maintains confidentiality when explaining requirements and limitations to irate or disgruntled employees; works closely with District Legal Department to ensure compliance with laws and legal requirements.
7. Coordinates with Risk Management to ensure correct workers' compensation payments; monitors to ensure proper leave compliance; maintains appropriate records and documentation.
8. Prepares and generates comprehensive reports in either standard or ad hoc reports.
9. Attends a variety of meetings, training sessions and seminars as required.

OTHER DUTIES

1. Holds payroll checks from release to school districts for certificated employees at the request of the District Credentials unit. Audits, verifies, and downloads New Hire Employee Reports on

CDs; mails transmittal of New Hire Employee Registry to the Employment Development Department (EDD) and school districts within scheduled guidelines.

2. Researches, develops, and maintains complex spreadsheets and reports to reconcile school district payroll data for preliminary and final payroll cycles; reviews spreadsheets to identify programming problems; approves payrolls for final processing; downloads final payroll registers and balances each individual district for gross earnings, federal and state taxable earnings and Medicare, OASDI and SDI earnings; identifies variances and reports issues to facilitate necessary correction; documents reconciliation process; develops and maintains procedures to train other school district staff on processes.
3. Processes daily check activity export to district's bank; initiates and processes payroll fund transfers with County Treasurer; responds to district requests for copies of payroll checks/paid checks; oversees the cancelled check process for all school districts; verifies that authorizations are received for each school district payroll produced by District.
4. Oversees and participates in direct deposit system processing for all school districts; exports direct deposit files to bank and confirms receipt; processes reversals, rejects, deletes, and returns of affected direct deposits; issues manual warrants as necessary.

QUALIFICATIONS

Knowledge of:

1. Federal, state and local laws, regulations, rules, and guidelines applicable to payroll preparation, pay reporting and wage attachments.
2. Methods, practices, documents, and terminology used in processing payroll transactions and in payroll recordkeeping.
3. District's payroll systems and associated practices and procedures for processing payroll information and interpreting input and output data.
4. Operation of standard business software, including spreadsheet applications.
5. Standard office practices and procedures.
6. Principles and practices of sound business communication.
7. District and school district human resources policies and labor contract provisions.

Ability to:

1. Gather relevant data, analyze problems, evaluate alternatives, and make appropriate recommendations.
2. Interpret, apply, and reach sound decisions in accordance with applicable rules, policies and department procedures.
3. Organize, set priorities, and exercise sound judgment within established guidelines.
4. Make complex calculations and tabulations and review payroll and related documents and information accurately and rapidly.
5. Operate a computer using spreadsheet and other standard business software; operate other standard office equipment.

6. Understand and carry out written and oral instructions.
7. Prepare clear and accurate payroll records and reports.
8. Prepare and maintain accurate and complete specialized records and files.
9. Communicate clearly and effectively, both orally and in writing.
10. Deal with sensitive and difficult situations.
11. Maintain confidential and sensitive information.
12. Establish and maintain effective working relationships with management, staff, the public, and others encountered in the course of work.

Education, Training and Experience

A typical way of obtaining the knowledge, skills and abilities outlined above is an Associate's degree in bookkeeping, accounting or a closely related field; and at least five years of progressively responsible experience in performing timekeeping and payroll duties and functions; or an equivalent combination of training and experience. Experience in a public agency is especially desirable.

Senior Project Accountant

GENERAL PURPOSE

Under general direction, performs complex and specialized accounting functions that support major programs funded by state, federal, local and private entities; works closely with program coordinators and District administrators to ensure all expenditures meet funding source requirements and that District accounting practices are in compliance with related regulations; and performs related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Coordinates regional activities for local, state and federal programs; audits, analyzes and certifies incoming invoices for accuracy, completeness and program compliance; follows up with submitting agencies to resolve problems and errors; compiles and submits invoices for reimbursement to the state by established deadlines; provides training of District /regional staff on program guidelines as required.
2. Prepares invoice claims for District's internal claiming units; gathers claimable salary and benefit revenue and expenditure information and prepares claims; requests corrections/revisions as needed from program coordinators and managers, fiscal staff or vendors; track submission progress; prepares check requests for returned funds.
3. Advises, assists and trains District program support staff, external personnel, managers and administrators involved in the monitoring, review and/or audit of various accounting and record keeping requirements within program budgets; interprets regulations and general ledger information from on-line resources and acts as liaison between District staff and federal, state and local agencies vendors or other interested parties.
4. Creates single and multi-year projected budgets to be used in the application process for various categorical and grant-funded programs; completes any budget related pages in applications and provides other financial documentation as required by funding agencies; attends contract negotiations with funding agencies after grants are awarded; reviews contracts to ensure conformance with District fiscal guidelines and to answer any fiscal related questions.
5. Prepares tentative, interim and final budgets within established guidelines for grants and entitlements; reviews expenditures for special programs to ensure proper budget compliance.
6. Acts as liaison between District and federal, state and local agencies and school districts regarding designated and specialized reporting procedures, policies, and guidelines for a large number of special programs with diverse requirements; provides technical assistance and advice to program and District staff regarding financial reports required by federal, state, and local entities, as well as other required financial reporting functions; monitors timelines, verifies accuracy, certifies and submit reports to government agencies.
7. Develops and maintains complex spreadsheets and databases to document and verify expenditures, receipts, accruals, and deferred revenue; prepares financial data for and interacts with District external auditors and federal/state special program auditors; prepares a variety of monthly quarterly and semi-annual reports as required.
8. Reviews and processes budget and expenditure transfers; recommends additions, changes and deletions of cost centers and individual accounts as needed; monitors each program budget

to ensure that unaudited actual expenditures for the grant period or at year-end closing are correct and no fund deficits exist; processes warrant and invoice requests; tracks program cash flow; distributes apportionments and funds received to appropriate program.

9. Meets on a regular basis with District program managers to discuss program status, staffing issues, budgets, and projections as well as future funding possibilities.

OTHER DUTIES

1. Prepares budgets and monitors financial activities for the assigned program; prepares quarterly donor reports; invoices donors; tracks payments received, and allocates funds to program budgets.
2. Prepares and submits required financial reports for the School Facility Program; calculates and allocates monthly interest and state allocations received to applicable project accounts; maintains and updates Construction-in-Progress worksheets.
3. Functions as assistant to Special Projects Manager and provides training and lead work direction and guidance to other Project Accountants.
4. Performs special projects as assigned.

QUALIFICATIONS

Knowledge of:

1. Principles and practices of general fund and governmental accounting, including financial planning/forecasting, financial statement preparation and methods of financial control and reporting.
2. Principles of advanced budget analysis and forecasting.
3. Practices and procedures applicable to accounting for grant-funded and categorical programs.
4. Laws, regulations, rules and codes applicable to the financial administration of a school district, with an emphasis on categorical and public school accounting.
5. Rules, procedures and guidelines for funding applicable to assigned areas of responsibility.
6. Principles and practices of business data processing particularly related to the processing of accounting and financial information.
7. The operations, requirements and codes of District's financial reporting/general ledger computer system.
8. Principles and practices of sound business communication.

Ability to:

1. Plan, organize, set priorities, and carry out assigned accounting functions accurately and efficiently.
2. Understand, interpret, explain, and apply varied and diverse federal, state and local laws, codes and regulations related to special programs and financial record keeping and reporting.

3. Make advanced uses of spreadsheet software and other business software required to carry out assigned responsibilities.
4. Analyze and make sound recommendations on financial data and operations.
5. Develop and implement sound financial procedures and controls.
6. Perform complicated mathematical calculations and analyses.
7. Prepare clear, concise and accurate accounting transactions, financial statements, and statistical reports.
8. Exercise sound professional judgment within general policy guidelines.
9. Communicate effectively, orally and in writing.
10. Maintain confidentiality and discretion with sensitive materials.
11. Establish and maintain effective working relationships with District and school district management, staff, representatives of other federal, state and local agencies, auditors, and others encountered in the course of work.
12. Must demonstrate attendance sufficient to complete the duties of the position as required.

Education, Training and Experience:

A typical way of obtaining the knowledge and abilities outlined above is a Bachelor's degree in accounting or a related field; and five years of progressively responsible accounting experience, at least two of which involved in project or grant fund accounting; or an equivalent combination of training and experience. Experience in a public agency or educational institution is preferred.

Software Developer

GENERAL PURPOSE

Code, implement, test, analyze and debug applications according to specifications; modify, expand, and update applications; to develop software prototypes; collaborate with teams and stakeholders; learn and document existing applications and processes and as updates are made; and transform requirements to solutions; and provide responsible support to higher level management staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Perform application development duties including requirements gathering, analysis, design, development, testing and debugging; developing software prototypes, releasing applications and updates, communicating and collaborating with stakeholders and related staff.
3. Test and update applications and programs to support new operating systems and software.
4. Conduct meetings with customers and transform requirements into effective applications.
5. Follow established OCDE application design standards, policies, and procedures.
6. Follow established quality assurance and security standards for applications.
7. Follow established database standards and procedures.
8. Perform application development/programming analysis duties.
9. Provide detailed design and specification documentation for all systems and databases.
10. Verify stability, interoperability, portability, security, and scalability of application architecture.
11. Install, research, test, and verify proper functioning of software updates.
12. Keep up-to-date on emerging application design and database architectures, technologies, and methodologies, and attend training classes as necessary.
13. Demonstrate attendance sufficient to complete the duties of the position as required. Including nights and weekends for implementations, updates and processes.
14. Perform related duties similar to the above in scope and function as required.

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Knowledge of:

1. Principles and practices of application analysis, debugging, testing and security

2. Methods and techniques used to design, develop, test, and deploy applications
3. Methods and techniques of evaluating requirements and developing information systems solutions
4. Principles and practices of programming languages, development operations, tooling and related technology.
5. Methods and techniques of developing application technical manuals and documentation
6. Application development best practices
7. C#
8. ASP.NET (WebForms and MVC)
9. Microsoft .NET Framework
10. Visual Studio .NET Development Environments
11. Structured Query Language (SQL)
12. Microsoft SQL Server 2008 and above
13. SQL Server Integration Services (SSIS)
14. Database design and development
15. JavaScript (and JavaScript frameworks)
16. Hyper Text Markup Language (HTML)
17. Cascading Style Sheets (CSS)
18. Reporting tools such as Crystal Reports or SQL Server Reporting Services (SSRS)
19. Microsoft operating systems
20. Microsoft Office products
21. OCDE business applications and processes

Ability and Skill to:

1. Manage multiple competing priorities efficiently and effectively.
2. Interpret the organizational and division strategic plan and create relevant goals and plans for assigned areas.
3. Establish and maintain effective working relationships with various constituencies.
4. Understand, interpret, and explain laws, codes, contracts, regulations, policies, and procedures.
5. Prepare clear and concise correspondence, reports, and other written materials.
6. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
7. Communicate clearly and concisely, both orally and in writing, in English; present information effectively in front of both large and small groups.

Education, Training, and Experience

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and one to two years of recent experience in the areas of design, development, testing, debugging and deployment of applications using Microsoft .NET and SQL Server. Recent college coursework and education can be used in lieu of work experience.

(Recent experience is defined as within the last two (2) years)

Software Engineer

GENERAL PURPOSE:

Design and create engineering specifications for software programs and applications; implement specific development methodology; document software specifications; code, test and debug programs according to specifications; modify, expand, and update applications; develop software prototypes; collaborate with technical teams; assess and test hardware and software interaction; and collaborate with other stakeholders to ensure architecture is aligned with business requirements; and provide responsible support to higher level management staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Analyze procedures, data and processes to develop logical solutions to complex application programming problems.
3. Perform complex application development duties including requirements gathering, analysis, design, development, testing and debugging; developing software prototypes, releasing applications and updates, communicating and collaborating with stakeholders and related staff.
4. Test and update applications and programs to support new operating systems and software.
5. Conduct meetings with customers and transform requirements into effective applications.
6. Follow established OCDE application design standards, policies, and procedures.
7. Follow established quality assurance and security standards for applications.
8. Follow established database standards and procedures.
9. Independently perform complex application development/programming analysis duties.
10. Provide detailed design and specification documentation for all systems and databases.
11. Provide oversight, guidance and support to Software Developers and related technical staff.
12. Provide project oversight and support.
13. Verify stability, interoperability, portability, security, and scalability of application architecture.
14. Develop software prototypes.
15. Install, research, test, and verify proper functioning of software updates.
16. Research new features, software, and tools. Make recommendations to improve existing processes and tooling.

17. Attend advisories and user group meetings to learn about and contribute to OCDE business applications and processes.
18. Keep up-to-date on emerging application design and database architectures, technologies, and methodologies, and attend training classes as necessary.
19. Demonstrate attendance sufficient to complete the duties of the position as required. This includes nights and weekends for implementations, updates, and processes.
20. Perform related duties similar to the above in scope and function as required.

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Knowledge of:

1. Principles and practices of application architecture, security and analysis
2. Methods and techniques used to design, develop, test, and deploy applications
3. Methods and techniques of evaluating requirements and developing information systems solutions
4. Principles and practices of programming languages, development operations, tooling and related technology
5. Project management and reporting
6. Methods and techniques of developing application technical manuals and documentation.
7. Application development best practices.
8. C#
9. ASP.NET (WebForms and MVC)
10. Microsoft .NET Framework
11. Visual Studio .NET Development Environments
12. Structured Query Language (SQL)
13. Microsoft SQL Server 2008 and above
14. SQL Server Integration Services (SSIS)
15. Database design and development
16. JavaScript (and JavaScript frameworks)
17. Hyper Text Markup Language (HTML)
18. Cascading Style Sheets (CSS)
19. Reporting tools such as Crystal Reports or SQL Server Reporting Services (SSRS)
20. OCDE business applications and processes

Ability and Skill to:

8. Provide project oversight and support.

9. Manage multiple competing priorities efficiently and effectively.
 10. Interpret the organizational and division strategic plan and create relevant goals and plans for assigned areas.
 11. Establish and maintain effective working relationships with various constituencies.
 12. Understand, interpret, and explain laws, codes, contracts, regulations, policies, and procedures.
 13. Prepare clear and concise correspondence, reports, and other written materials.
 14. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Communicate clearly and concisely, both orally and in writing, in English; present information effectively in front of both large and small groups.

Education, Training, and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and three (3) years of recent extensive experience in the areas of design, development, testing, debugging and deployment of applications using Microsoft. NET and SQL Server. This experience should have been performed at a senior level and within the last two years. (Recent experience is defined as within the last two (2) years)

Applications Architect

GENERAL PURPOSE

Design and create major aspects of the architecture of an application, including user interface, middleware, and infrastructure; provide technical leadership on applications development projects; to provide design and code reviews; to ensure that enterprise wide application design standards are maintained; and to collaborate with other stakeholders to ensure architecture is aligned with business requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Evaluate OCDE applications development needs and apply technical principles and concepts to develop solutions
2. Analyze procedures, data and processes to develop logical solutions to complex application programming problems
3. Recommend, design, and develop complex applications while supporting hardware and software
4. Perform complex application analysis, design and development independently and with a team
5. Evaluate, test, debug and implement application updates while supporting new operating systems, hardware and software
6. Conduct meetings with customers and transform requirements into effective applications
7. Perform code reviews, provide guidance and technical leadership to Software Developers, Software Engineers and related technical staff
8. Provide detailed design and specification documentation for applications and databases
9. Provide project management, oversight, leadership, and support, as well as project analysis and estimation of time
10. Verify stability, interoperability, portability, security, and scalability of application architecture
11. Install, research, test, and verify proper functioning of software updates
12. Research new features, software, and tools. Make recommendations and plan integrations or replacements with existing processes or tooling
13. Follow and maintain application security standards

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Knowledge of:

1. Principles and practices of application architecture, security and analysis.
2. Methods and techniques used to design, develop, test, and deploy applications.

3. Methods and techniques of evaluating business requirements and developing information systems solutions.
4. Principles and practices of programming languages, development operations, tooling and related technology.
5. Project management and reporting.
6. Methods and techniques of developing complex application technical manuals and documentation
7. Application development best practices
8. C#
9. ASP.NET (WebForms and MVC)
10. Microsoft .NET Framework
11. Visual Studio .NET Development Environments
12. Structured Query Language (SQL)
13. Microsoft SQL Server 2008 and above
14. SQL Server Integration Services (SSIS)
15. Database design and development
16. Team Foundation Server
17. Development operations with continuous integration
18. Development methodologies such as Agile and Scrum
19. JavaScript (and JavaScript frameworks)
20. Hyper Text Markup Language (HTML)
21. Cascading Style Sheets (CSS)
22. Reporting tools such as Crystal Reports or SQL Server Reporting Services (SSRS)
23. OCDE business applications and processes

Ability and Skill to:

1. Lead, assign, and review the work of assigned project staff.
2. Manage multiple projects and requests.
3. Communicate clearly and concisely, both orally and in writing.
4. Interpret and apply federal, state, and local laws, codes, and regulations.
5. Learn core business concepts and understand how changes impact individual and related applications and/or business units.
6. Establish and maintain cooperative working relationships with those contacted in the course of work.

Education, Training, and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and four (4) years of extensive recent experience in the areas of architecture, design, development, testing, debugging and deployment of enterprise-level applications using Microsoft.NET and SQL Server. This experience should be at a leadership capacity and within the last two years. (Recent experience is defined as within the last two (2) years)

APPLICATIONS ANALYST

GENERAL PURPOSE

Coordinate activities and collaborate with IT technical teams; identify and facilitate problem resolution with functional and technical groups. Provide quality control, assurance testing, second tier support/problem solving; create/execute utilities using SQL/stored procedures; provide support for workflow and imaging software, decision support/reporting tools, and web content management software. Support Information Technology (IT) regulatory and compliance activities.

ESSENTIAL DUTIES

1. Provide support for all internally developed business applications including payroll, retirement, time attendance, human resources, employee information system, credentials, bank reconciliation, fund management, and finance
2. Analyze data using Structured Query Language (SQL)
3. Design, develop, and maintain reports using application reporting tools
4. Develop comprehensive software test plans to ensure software applications are tested thoroughly
5. Test internally developed applications to ensure their quality and compliance with established business policies and practices while documenting test results
6. Consult and collaborate with staff to review, develop, and implement new or updated procedures, software applications, and user documentation
7. Provide second tier support of internally developed applications to district personnel and serve as a resource to professional and technical staff
8. Develop, coordinate, and implement plans to test business and functional processes during system development and quality assurance testing
9. Develop training materials and curriculum and conduct formal training sessions
10. Work with district personnel to problem solve and develop solutions for business concerns
11. Perform analysis to determine requirements and issue resolution
12. Define and document requirements for enhancements
13. Work with software vendors to understand, configure, enhance, and support application software products
14. Follow established Quality Assurance standards and policies
15. Configure, test, and document software applications to ensure their successful implementation and ease of maintenance
16. Coordinate, schedule, and verify results of application utilities executed to support business applications and procedures
17. Analyze, design, implement, and maintain workflow models for software applications
18. Provide functional and technical support
19. Create new sites for web content management software

20. Configure site and library settings for web content management software
21. Follow security standards as defined by the IT Division
22. Review and implement content related changes for web content management software based on web analytic reports
23. Develop documentation for business software applications

Knowledge, Skills and Abilities:

1. Methods and techniques of Structured Query Language (SQL)
2. Methods and techniques of databases
3. Methods and techniques of reporting and analytics tools
4. Crystal Reports, Business Objects Web intelligence, and/or SQL Server Reporting Services (SSRS)
5. Concepts and principles of complex integrated business applications, such as Financial Accounting, Human Resources, Credentials, Benefits, Payroll, and Time Attendance
6. Methods and techniques of evaluating business requirements and developing information systems solutions
7. Principles and practices of quality assurance techniques and testing
8. Principles and practices of programming languages
9. Methods and techniques of developing application technical manuals and documentation
10. Methods and techniques of Hypertext Markup Language (HTML)
11. Methods and techniques of document imaging and scanning solutions
12. Methods and techniques of automated business processes (workflow)
13. End user device operating systems
14. Microsoft Office products

Education, Training, and Experience:

Associate Arts or Bachelor's degree from an accredited college or university with major course work in business and computer related fields, and three (3) years or more experience supporting computer applications in business functional areas, performing SQL data analysis, data loads/updates and data reporting, and supporting web content management systems and imaging solutions.

Network Architect

GENERAL PURPOSE

Assess requirements for organization's data and voice networks; plan, design, and upgrade network projects; to establish and maintain version-control and viral defense systems; troubleshoot network architecture and make recommendations for system fixes and enhancements; troubleshoot and resolve LAN/WAN performance, connectivity, and related network problems; provide a point of escalation for Network Engineers; to manage security of LAN/WAN as well as host security, and internet security; manage capacity planning, disaster recovery, and performance analysis; and make recommendations for leveraging network technology.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Provide Enterprise network technology development, design, implementation and management of the OCDE voice and data networks.
3. Cisco Voice over IP, Cisco Unified Messaging, Emergency Responder, and Berbee paging systems.
4. Research, recommend, implement, and review technologies for the enterprise, and test bed networks.
5. Provide designs for high quality, reliable, and flexible infrastructure to support the enterprise IP network, including strategic planning for lifecycle considerations.
6. Provide an adequate level of network security by employing proven technologies, industry best practices, and well defined techniques.
7. Define and implement network monitoring and diagnostic tools to provide optimum network availability and proactive utilization statistics.
8. Design procedures and policies for management of enterprise and test bed networks.
9. Design and document new network elements in such a way that work may be carried out either by candidate or by more junior staff members.
10. Leverage Cisco routing and switching technologies to solve enterprise and local networks requirements using EIGRP, TCP/IP, VLANs, ASAs, MPLS, VoIP, and BGP.
11. Install and configure software systems that support the network infrastructure such as network monitoring systems, log monitors, DNS servers, firewalls, and IDS/IPS systems.
12. Install and configure IP based circuits and vendor data feeds.
13. Communicate issues and solutions in both verbal and written form both to peers and management.

14. Assist groups in attaching new systems to the network and ensuring that proper network configurations are implemented.
15. Research and evaluate new tools that enhance operation of the network.
16. Monitor and troubleshoot complex network errors and performance problems.
17. Establish and maintain version-control and viral defense systems.
18. Troubleshoot network architecture and make recommendations for system fixes and enhancements.
19. Remain current with the advances in network, network security, network monitoring, and problem determination technologies as well as troubleshooting techniques.
20. Maintain all documents on procedures and changes.
21. Demonstrate attendance sufficient to complete the duties of the position as required.
22. Perform related duties similar to the above in scope and function as required.

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Knowledge of:

1. Network design to include VoIP, routing, switching, windows clustering, and email.
2. Networking and associated protocols including TCP/UDP, IEGRP, OSPF, BGP, DNS, SNMP and other internet associated protocols, WAN protocols-SONT, OptEMan.
3. Gigaman, ATM Frame Relay, DSL, HDLC, LAN protocols Ethernet, Spanning Tree, VLAN, HSRP.
4. IP addressing to include subnetting, route aggregation, and BGP route maps.
5. Transmission of data using IP multicast.
6. Traffic shaping, quality of service, and packet trace analysis.
7. Dynamic routing protocols on large networks.
8. Installation and support of telecommunications circuits.
9. Desktop Hardware and Software (Microsoft and Apple).
10. Windows Server and Active Directory (MCSE or Equivalent Experience).
11. Current diagnostic software and tools.
12. Cisco routers, switches, VoIP and unified messaging.
13. Microsoft Exchange and SMTP.
14. Methods and Techniques of Web Filtering.
15. Security Hardware and Software (Access Control Lists, firewalls, IPS, IDS, Anti Virus, Encryption).
16. Blackberry Enterprise Server.

17. Video Conferencing.

18. Procedures, methods, and techniques of project and workflow management and organization.

Ability and Skill to:

1. Lead, assign, and review the work of assigned project staff.
2. Provide project oversight and support.
3. Manage multiple projects/requests.
4. Interpret and apply federal, state, and local laws, codes, and regulations.
5. Establish and maintain effective working relationships with various constituencies.
6. Prepare clear and concise correspondence, reports, and other written materials.
7. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
8. Communicate clearly and concisely, both orally and in writing, in English.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills, and abilities outlined above is a Bachelor's degree from an accredited college or university with major course work in a computer related field, a Cisco Certified Network Professional, and four years of extensive experience supporting a Cisco based data and voice network.

Network Engineer

GENERAL PURPOSE

Engineer enterprise data, voice, and video networks; maintain a secure transfer of data to multiple locations via internal and external networks; to work with vendors, clients, carriers, and technical staff on network implementation, optimization, and ongoing management; provide high-level support and technical expertise in networking technology, LAN/WAN hardware, hubs, bridges, and routers; administer the operation of all LAN/WAN related network services according to company policies and procedures; coordinate and implement network software and hardware upgrades; troubleshoot and resolve LAN/WAN performance, connectivity, and related network problems; to administer LAN/WAN security, antivirus, and spam control measures; and to install, configure, and support voice, data, and video equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Monitor system performance and provide security measures, troubleshooting, and maintenance as needed.
3. Maintain needed files and databases by adding and deleting files on the network servers and backing up files to guarantee their safety in the event of problems with the network.
4. Analyze and resolve technical problems for established networks.
5. Plan, test, recommend, and implement network, file server, and workstation hardware and software.
6. Provide network documentation, training, and guidance to computing system clients and programmers.
7. Troubleshoot and resolve complex network production problems.
8. Develop and write procedures for installation, use, and troubleshooting of network and communications hardware and software.
9. Install, configure, and maintain all network components.
10. Install, upgrade, and configure network printing, directory structures, user access, security, software, and file services.
11. Maintain Active Directory structure.
12. Install, configure, and monitor LAN/WAN hardware.
13. Create Category 5 and 6 cables from bulk supplies.
14. Establish user profiles, user environments, directories, and security for networks being installed.
15. Establish and maintain user accounts on VoIP servers and unified messaging servers.

16. Work as a team member with other technical staff, such as systems to ensure connectivity and compatibility between systems.
17. Work with vendors to resolve complex network problems.
18. Document network problems and resolutions for future reference.
19. Answer all trouble calls/emails and enter work orders into tracking software.
20. Assist in administering and maintaining local and web-based versions of our tracking software.
21. Interact with internal clients to resolve basic help desk issues; communicates with internal clients in a professional manner maintaining confidentiality.
22. Provide responses to internal clients in a timely manner.
23. Demonstrate attendance sufficient to complete the duties of the position as required.
24. Perform related duties similar to the above in scope and function as required.

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Intermediate Knowledge of:

1. Networking and associated protocols including TCP/UDP, IEGRP, OSPF, BGP, DNS, SNMP, and other internet associated protocols, WAN protocols-SONT, OptEMan.
2. Gigaman, ATM Frame Relay, DSL, HDLC, LAN protocols Ethernet, Spanning Tree, VLAN, and HSRP.
3. IP addressing to include subnetting, route aggregation, and BGP route maps.
4. Transmission of data using IP multicast.
5. Traffic shaping, quality of service, and packet trace analysis.
6. Dynamic routing protocols on large networks.
7. Installation and support of telecommunications circuits.
8. Desktop Hardware and Software (Microsoft and Apple).
9. Windows Server and Active Directory (MCSE or Equivalent Experience).
10. Current diagnostic software and tools.
11. Routers, switches, VoIP, and unified messaging.
12. Microsoft Exchange and SMTP.
13. Methods and Techniques of Web Filtering.
14. Security Hardware and Software (Access Control Lists, firewalls, IPS, IDS, Anti Virus, Encryption).
15. Video Conferencing.
16. Procedures, methods, and techniques of project and workflow management and organization.

Ability and Skill to:

1. Manage multiple projects/requests.
2. Interpret and apply federal, state, and local laws, codes, and regulations.
3. Establish and maintain effective working relationships with various constituencies.
4. Prepare clear and concise correspondence, reports, and other written materials.
5. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
6. Communicate clearly and concisely, both orally and in writing, in English.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and three years of experience supporting a data and voice network.

Systems Architect

GENERAL PURPOSE:

Assess requirements for organization's hardware infrastructure; plan, design, and upgrade software, operating systems, systems hardware, and database projects; create and enforce policies, norms, and baselines; establish and maintain version-control; manage and support OCDE's database environment; manage capacity planning, disaster recovery, and performance analysis; troubleshoot software, operating systems, systems hardware, and databases, make recommendations for system fixes and enhancements; and make recommendations for leveraging technology.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Provide Enterprise technology development, design, implementation, and management of the OCDE systems infrastructure.
3. Manage, plan, and organize systems and database services within the Information Technology Division.
4. Provide detailed design and specification documentation for all systems and databases.
5. Develop and maintain database standards and naming conventions.
6. Possess extensive knowledge of multiple database systems, and is capable of working in all phases of database design and management.
7. Install and configure servers to meet functional specifications.
8. Provide technical expertise to resolve issues and restore service following system failures and outages.
9. Perform ongoing hardware and software maintenance operations, including installing or upgrading hardware or software.
10. Install updates and patches as necessary to resolve problems or as prerequisites for upgrades or other projects.
11. Ensure system stability and performance by exploiting new functions enabled by software upgrades.
12. Evaluate existing systems to determine effectiveness and suggest changes to meet organizational requirements.
13. Verify stability, interoperability, portability, security, or scalability of system architecture.
14. Research, test, and verify proper functioning of software patches and fixes.
15. Exercise security and data privacy best practices across systems and databases.

16. Maintain and upgrade all Storage Area Networks to include installation, configuration, upgrades, and performance monitoring.
17. Administer and maintain an enterprise wide backup solution.
18. Participate in strategy sessions.
19. Advise on new product feasibility and cost.
20. Research new features, software, and tools.
21. Generate documentation for staff and training.
22. Prepare, oversee, and coordinate database designs.
23. Create and enforce database standards and procedures.
24. Collaborate and coordinate systems and software implementation with vendors.
25. Create and enforce security standards.
26. Keep up-to-date on emerging database architectures, technologies, and methodologies, and attend training classes as necessary.
27. Must demonstrate attendance sufficient to complete the duties of the position as required.
28. Perform related duties similar to the above in scope and function as required.

Advanced Knowledge (Thorough) of:

1. Windows Operating Systems.
2. MS SQL Server databases.
3. MS Exchange.
4. VMWare desktop, server, storage, and network infrastructure.
5. F5 application delivery.
6. Symantec's Netbackup and Veeam products.
7. Security/data privacy best practices.
8. Business continuity solutions and best practices.
9. Performance tuning and database troubleshooting.
10. Database design and support.
11. Replication and data partitioning techniques.
12. Query optimization, database indexes, and schema design.
13. Upgrade and patch processes.
14. Storage Area Network devices.

Ability and Skill to:

1. Interpret the organizational and division strategic plan and create relevant goals and plans for assigned areas.

2. Manage multiple competing priorities efficiently and effectively.
3. Interpret the organizational and division strategic plan and create relevant goals and plans for assigned areas.
4. Establish and maintain effective working relationships with various constituencies.
5. Understand, interpret, and explain laws, codes, contracts, regulations, policies, and procedures.
6. Prepare clear and concise correspondence, reports, and other written materials.
7. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
8. Communicate clearly and concisely, both orally and in writing, in English; present information effectively in front of both large and small groups.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and four years of recent extensive experience in the areas of software, operating systems such as Windows server solutions, systems hardware, data storage solutions, Business intelligence solutions, databases, and security/data privacy.

Systems Engineer

GENERAL PURPOSE

Design and create specifications for systems and databases; work with Applications Support to develop systems and database plans; collaborate with Applications Development, Network, and Applications Support staff to assess and test hardware and software interaction; develop database objects and structures for data storage, retrieval, and reporting according to project specifications; implement and test database design, functionality, and tuning for performance; design and develop back-end database interfaces to web applications; document configurations; maintain hardware and software license inventory; install operating system software, patches, and upgrades; perform system backups and recovery; and conduct server builds; and provide responsible support to higher level management staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This position description is intended to describe the general nature and level of work performed by an employee assigned to this position. This description is not an exhaustive list of all duties, responsibilities, knowledge, skills, abilities, and working conditions associated with this position. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

1. Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures.
2. Manage, plan, organize, and supervise systems and database services within the Information Technology Division.
3. Monitor system and database performance and provide security measures, troubleshooting, and maintenance as needed.
4. Evaluate existing systems to determine effectiveness and suggest changes to meet organizational requirements.
5. Maintain and upgrade all Storage Area Networks to include installation, configuration, upgrades, and performance monitoring.
6. Install and configure servers to meet functional specifications.
7. Install, configure, and provide enterprise level support for Microsoft SharePoint and Microsoft Exchange.
8. Provide enterprise support for all application and UNIX/Windows operating systems.
9. Maintain an enterprise wide backup solution.
10. Perform ongoing hardware and software maintenance and upgrades.
11. Maintain database standards and naming conventions.
12. Assist in database design and management.
13. Install, research, test, and verify proper functioning of software patches and fixes.
14. Resolve issues and restore service following system failures and outages.
15. Generate documentation for staff and training.
16. Enforce database standards and procedures.

17. Enforce security standards.
18. Demonstrate attendance sufficient to complete the duties of the position as required.
19. Perform related duties similar to the above in scope and function as required.

QUALIFICATIONS (KNOWLEDGE, SKILL, ABILITY REQUIREMENTS)

Intermediate Knowledge of:

1. Database design and support.
2. Oracle, and MS SQL Server databases.
3. Traditional and hyper-converge server environments.
4. UNIX & Windows operating systems.
5. Performance tuning and database troubleshooting.
6. Database replication and data partitioning techniques.
7. Query optimization, database indexes, and schema design.
8. UNIX/Windows operating systems and database performance tuning.
9. Upgrade and patch processes.
10. Data backup and archiving solutions.
11. Storage Area Network devices.
12. Microsoft Windows Active Directory.
13. Microsoft Exchange and Microsoft Sharepoint.
14. Business intelligence solutions such as Business Objects of SAS.

Ability and Skill to:

1. Manage multiple competing priorities efficiently and effectively.
2. Interpret the organizational and division strategic plan and create relevant goals and plans for assigned areas.
3. Establish and maintain effective working relationships with various constituencies.
4. Understand, interpret, and explain laws, codes, contracts, regulations, policies, and procedures.
5. Prepare clear and concise correspondence, reports, and other written materials.
6. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
7. Communicate clearly and concisely, both orally and in writing, in English; present information effectively in front of both large and small groups.

Education, Training, and Experience:

A typical way of obtaining the knowledge, skills, and abilities outlined above is Bachelor's degree from an accredited college or university with major course work in a computer related field and three (3) years of recent extensive experience in the areas of software, operating systems such as

Windows server solutions and UNIX, systems hardware, data storage solutions, Business intelligence solutions, and databases.