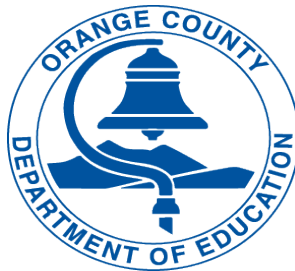


**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**  
**Request for Proposals (RFP)**  
**Number: 23-16**

**INTEGRATED PEST MANAGEMENT – VARIOUS SITES**



**MANDATORY JOB  
CONFERENCE:**

**March 19, 2024, 10:00:00 A.M. PST SHARP!**  
Orange County Department of Education  
200 Kalmus Drive (Quad Area)  
Costa Mesa, California 92626

**REQUEST FOR INFORMATION:**

**All Bidders are required to send in any Request for Information (RFI), questions or clarifications in writing regarding this Project by email to Kristin Lange at [klange@ocde.us](mailto:klange@ocde.us) no later than 11:00:00 A.M. PST on March 25, 2024.**

**PROPOSAL DUE DATE:**

**April 1, 2024 at 11:00:00 A.M. PST SHARP!**  
Orange County Department of Education  
Purchasing Department  
200 Kalmus Drive, Building A  
Costa Mesa, California 92626

**SUBMIT PROPOSALS TO:**

Kristin Lange, Purchasing & Contracts Manager  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
200 Kalmus Drive  
Costa Mesa, California 92867  
Phone: 714.966-4146  
Email: [klange@ocde.us](mailto:klange@ocde.us)

**PUBLIC NOTICE INVITING  
REQUEST FOR PROPOSALS (RFP) NUMBER: 23-16  
INTEGRATED PEST MANAGEMENT – VARIOUS SITES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified contractor for Integrated Pest Management – various Superintendent facilities. The full scope of the work for this Project is set forth in the Request for Proposals (“RFP”).

**A MANDATORY Job Walk will be held on March 19, 2024, at 10:00:00 A.M. PST SHARP!** The job walk will be start at the SUPERINTENDENT’s property located at 200 Kalmus Drive, (Quad Area) Costa Mesa, California 92626. Any Contractor bidding on this project who fails to attend the entire mandatory job walk or is tardy to the mandatory job walk will be deemed a non-responsive bidder and will have its Proposal returned unopened. The goal of the job walk is to provide perspective bidders an opportunity to walk the facilities and familiarize themselves with conditions relating to the Orange County Superintendent of Schools and its operations. Any bidder failing to attend the entire job walk will be deemed a nonresponsive bidder and will have its Proposal returned opened.

Proposals must be received by mail, courier or in person in a sealed envelope or package no later than **11:00:00 A.M.PST on April 1, 2024**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

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

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

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

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](mailto:klange@ocde.us) **no later than 11:00:00 a.m. PST on March 25, 2024**. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent’s website. General information regarding the Superintendent is available via [www.ocde.us](http://www.ocde.us).

By: Kristin Lange  
Purchasing & Contracts Manager

Publication: Orange County Register  
Date Published: March 11, 2024 and March 18, 2024

## **INFORMATION FOR PROPOSERS**

### **I. Introduction**

The Orange County Superintendent of Schools (Superintendent) is located in Southern California and serves some of Orange County's most vulnerable student populations and provides support and mandated fiscal oversight to twenty-eight (28) school districts serving more than 600 schools and approximately 475, 000 students. In addition to providing direct instruction to students through its own alternative and special education programs, Superintendent administers an array of programs and services that are critical to the operations of local school districts and community colleges, facilitating professional development, legal guidance, payroll, career and technical education support, high-speed internet access, Local Control and Accountability Plan assistance and approval, resources for families, and student enrichment.

We are dedicated to the fundamental human values of respect, responsibility, integrity, and professional ethics. Our priority is service to students, schools, districts, families, and community members. We provide a safe, caring, courteous, and professional environment that fosters collaborative work and individual development for our employees. We hold ourselves and each other accountable for the highest level of performance, efficiency, resource management, and professionalism.

### **II. Purpose**

Superintendent is seeking proposals from professional pest control services contractors to provide a comprehensive Integrated Pest Management (IPM) program for various facilities consisting of school sites and administrative facilities located throughout Orange County as listed in Proposal Form 1-A "Schedule of Fees". Site plans for Superintendent's school sites and administrative facilities are attached to this RFP. The professional pest control service provider shall provide all labor, work, personnel, equipment, tools, materials, supervision, and other items and services necessary to perform professional school Integrated Pest Management (IPM) program services in accordance with established industry methods and State and County IPM in school regulations, all of which will comply with applicable Healthy Schools Act. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of the Superintendent.

The term of the Agreement/Contract for Request for Proposals Number 23-16 is for one-year, with the option to renew the Agreement/Contract for four (4) additional one-year periods for a total term not to exceed five (5) years.

### **III. Request for Proposal (RFP) Schedule**

The Superintendent anticipates the following timeline for the process of selecting experienced and qualified professional pest control service providers:

RFP Advertisement Dates

March 11, 2024 & March 18, 2024

Mandatory Job Conference:	March 19, 2024 at 10:00 a.m. PST
Deadline for clarifications	March 25, 2024 - 11:00:00 a.m. PST
<b>RFP Proposal Due Date</b>	<b>April 1, 2024- 11:00:00 a.m. PST</b>
*Review of Proposals	April 2024
*Award	April/May 2024

\*These are estimated dates and subject to change by the Superintendent without prior notice.

#### IV. Scope of Work

##### A. Summary

It is the intent of the Superintendent to hire a professional pest control service contractor(s) that can provide an Integrated Pest Management (IPM) program for the Superintendent. The successful contractor(s) shall provide all labor, work, personnel, equipment, tools, materials, supervision, and other items and services necessary to implement the monitoring, trapping, treatment and pesticide application aspects of an IMP program. General program requirements shall include the development of a pest control management plan for each site which shall include but not limited to the following:

1. Initial inspection
2. Submission of plan to include pest control management measures
3. Monitoring and inspection
4. Treatment
5. Record keeping/reports
6. Special request and emergency service (for corrective actions beyond routine service)

##### B. Compliance

Proposer's services must comply with the following pest control codes and regulations:

1. Education Code, sections 17608-17613
2. Food and Agriculture Code, sections 13180-13188
3. Healthy Schools Act of 2000 (AB 2260)
4. At the time of the RFP, and for the duration of the Contract, Contractor and any subcontractor shall possess California Contractor's License, Qualified Applicator License (QAL) Categories A (inside), B (outside), & C (public right of way).

##### C. Services

The successful contractor(s) must provide an environment free from, but not limited to, the following pests:

- Spiders, cockroaches and beetles



- Crickets, and other hoppers
- Ants (all species), earwigs, sow bugs, silverfish and other crawling insects
- Lice, mites, bed bugs, fleas, and other biting insects
- Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
- Flies, moths, and other flying insects
- Weevils and other food pests
- Mice, rats, ground squirrels and other rodents

Pests will be managed to:

- Reduce any potential human health hazard or to protect against a significant threat to public safety.
  - Prevent loss or damage to Superintendent property.
  - Prevent pests from spreading into the community or to plant and animal populations beyond or near Superintendent property.
  - Enhance the quality of life for students, staff, and the public.
1. IPM program services shall be performed in all buildings, location listed in this RFP occupied or unoccupied, including but not limited to crawl spaces, offices, classrooms, storage areas, fields, kitchen, closets, baseboards, multipurpose rooms, plumbing and heating pipes, shelves, elevators, walls/enclosures, cafeteria, food preparation and storage areas, loading platforms, refuse containers, lavatory, shower/bathrooms, hallways, attics and breakroom/lounge areas.
  2. Contractor shall perform a thorough detection program during every pest control service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the Contractor shall submit a written report to the Superintendent or his designee at the site.
  3. Scheduled services and inspection should not interrupt institutional activities. Contractor is required to provide necessary services at alternate times, agreeable to the site impacted at no additional cost. Complaints and service visits shall be handled within twenty-four (24) hours after notification and will be at no additional cost to the Superintendent.
  4. In the event of an emergency infestation, Contractor shall be immediately available for eradication services. Contractor shall provide quote for their hourly fee for emergency and additional requirements as part of this RFP.

#### D. Service Hours

Superintendent's buildings shall be open to the public and Superintendent employees from 6:30 a.m. to 5:00 p.m., Monday through Friday. Contractor shall provide routine services during normal service hours: Monday – Friday, 6:30 a.m. – 5:00 p.m.

Contractor will not be required to perform pest control services on Superintendent approved holidays unless requested by the Superintendent's Facilities Manager/Supervisor to perform such services. Superintendent holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, President Lincoln's Day, President Washington Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving (2 days, Thursday & Friday) Christmas Eve, Christmas Day and New Year's Eve. For specific dates, contact the Superintendent's Facilities Manager/Supervisor.

Superintendent may request Contractor provide additional services on Saturday or Sundays. Contractor shall charge Superintendent at the rate noted on the Price Sheet. Contractor shall be on call seven (7) days per week for site emergencies.

#### E. Frequency of Service

1. Full inspection of each site, twice per month, and as needed by request.
2. Scheduled services and inspection should not interrupt institutional activities. IPM program service provider is required to provide necessary services at alternate times, agreeable to the site impacted at no additional cost.
3. Complaints and service visits shall be handled within twenty-four (24) hours after notification and will be at no additional cost to the Superintendent.
4. In the event of an emergency infestation, IPM program service provider shall be immediately available for eradication services. IPM program service provider shall provide quote on Bid Form their hourly fee for emergency and additional requirements.

#### F. Areas to be Serviced

1. IPM program service provider shall be performed in all but not limited to, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, basements, crawl spaces, fields, kitchen, closets, baseboards, multipurpose rooms, plumbing and heating pipes, shelves, elevators, walls/enclosures, cafeteria, food preparation and storage areas, loading platforms, refuse containers, lavatory, shower/bathrooms, hallways, attics and lounge areas, and building exteriors.

#### G. Applying Pesticides Judiciously

- An appropriate application uses the least toxic and most effective techniques and

material. Due to their potentially toxic nature, these materials must be applied by qualified applicators in a manner to ensure maximum efficiency, with minimal hazard. Pesticides must be applied only when occupants are not present in areas where they may be exposed to materials applied.

- The following general recommendations shall be employed to minimize exposure to people and other non-target species when the application of pesticides is being considered:

1. Follow the HEALTHY SCHOOLS ACT when servicing Superintendent sites.
2. Applications allowed ONLY with Facilities Manager/Supervisor /Superintendent approval.
3. Use bait and crack and crevice application when possible. These treatments maximize the exposure of the pest to the pesticide while minimizing pesticide exposure for the occupants.
4. Place all rodenticides in a tamper-resistant bait box.
5. Apply pesticides only when occupants are not present or in areas where they will not be exposed to the material applied until after the material is no longer active. Note any re-entry time limits on the pre-posting signs. Post at least 24 hours in advance, and leave posting 72 hours after application.
6. Ventilate areas after pesticide application.
7. Provide and ensure copies of current pesticide labels, consumer information sheets, and Material Safety Data Sheets are easily accessible at each site where the pesticides may be or have been applied. This can be done by supplying a binder to each site to be kept at an agreed upon central location.
8. When it is determined that a pesticide must be used in order to manage or eliminate an identified pest population, the least hazardous material will be chosen. A Notice of Intent for Pesticide Application will be delivered to a site no less than 24 hours before the application. The notice must include, but not be limited to; the chemical being applied and it's EPA ID#, the amount of pesticide to be used during application, and the areas of campus to be treated. The contractor personnel with cooperation and coordination of District staff will post Notices in designated areas at the site of the intended application. Application will not occur when students are present. These Notices will be kept in place for 72 hours following application. A copy of the posted notice will be kept in the log book on site for a period no less than 4 years.

#### H. Site Assessment

- Conduct site assessment of each reported pest problem.

#### I. Inspection Procedures

- Establish scouting or inspection procedures to monitor pest population levels and severity of the pest problem.

#### J. Corrective Actions

- Appropriate control action thresholds for each pest problem to determine when corrective action must be implemented.
- Determine corrective action(s) when a control action threshold is reached. Determine the least disruptive method to control the target pest.

#### K. Notifications

- Notify site and Superintendent contact of all required product applications.
- Following each scheduled service, the IPM program service provider shall submit a written report.
- Written report shall list any and all areas that remain inaccessible for pest control service such as student lockers, rooms, closets, etc.

#### L. Records/Reports

IPM program service provider shall provide the following:

- Maintain accurate records of inspection and product applications. Insert records in the site log book at the conclusion of each site visit.
- Names of materials used and EPA category (Danger, Warning, Caution) on label.
- Amount of material used (in units of mass or volume), number of bait stations or traps.
- Location of traps, bait stations, pest control devices.
- Detailed listing of all chemical products used to service the District and school sites.
- Quality Assurance report that may include observations, monitoring and inspection notes.
- Invoice must provide location, date and type of pest problem treated.

#### M. Adjustments

- Evaluate the effectiveness of the IPM program and make adjustments as needed.
- Annual report that will recap IPM program for the period of the contract year.

#### N. Additional Services

- Uncommon pests include but aren't limited to termites, bees, birds, gophers which require special handling, and fumigation services, and emergency services will be

priced separately as required.

- Superintendent may add or delete sites as determined by operational needs.

## **V. Request for Information**

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](mailto:klange@ocde.us). Questions must be received no later than **11:00:00 a.m. on March 25, 2024**. Please specify "Integrated Pest Management – Various Sites RFP" in the subject line. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet.

## **VI. Request for Proposal Due Date**

Proposals must be received by the Superintendent, at the Department indicated below, **on or before April 1, 2024 at 11:00:00 a.m. PST**. The firm's proposal must be enclosed in a sealed envelope and marked on the outside lower left corner with the words "Integrated Pest Management – Various Sites RFP". It is the Proposer's sole responsibility to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be rejected and will be returned to the Proposer unopened. No oral, fax, email or telephonic proposals or modifications will be accepted. Each Proposal must conform and be responsive to the requirements set forth in this RFP.

Firms interested in being considered for Integrated Pest Management – Various Sites must submit their proposal to the following address:

Orange County Superintendent of Schools  
Attn: Kristin Lange, Purchasing & Contracts Manager  
Purchasing Department  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, CA 92628-9050

This Request for Proposals does not commit the Superintendent to award a contract or pay any costs incurred by Proposer in the preparation of a response to this request. The Superintendent reserves the right to accept all or part of any information received or to cancel in part or in its entirety this RFP. The Superintendent further reserves the right to accept the proposals that it considers to be in the best interest of the Superintendent. All requirements must be addressed in your proposal. Non-responsive information will not be considered. All information received, whether selected or rejected, shall become the property of the Superintendent.

## **VII. Rejection of Proposal**

The Superintendent reserves the right to accept or reject any and all proposals received, to select one or more firms after receipt of proposals with or without interviews and to negotiate with any or more than one of the qualified firms. Non-acceptance of any proposal will imply neither criticism of the proposal nor that the proposal was deficient. Non-acceptance of any proposals means that another proposal or alternative was deemed more advantageous to the Superintendent. Unauthorized conditions, limitations, or provisions attached to a proposal will render it not in compliance and may cause its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. Proposals received from this RFP may 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 individual or firm; (ii) create any obligation for Superintendent to enter into a contract with any individual or 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 an individual or firm, the Superintendent shall have the right to negotiate any and all of the final terms and conditions of any agreement with the individual or firm and nothing in this RFP or any response shall be deemed or construed as a limitation of such rights.

#### **VIII. Proposal Format and Content**

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 Superintendent, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

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 Proposer shall respond to each item noted below and must follow the format described below. Submitted materials are limited to 8-1/2 x 11 sized paper.

1. **Cover Letter/Letter of Interest** - Must include legal name of firm, address, telephone number, fax number, e-mail address, type of firm (e.g., corporation), and name, title of principal to contact. The Cover Letter/Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the firm, its personnel, and its subcontractors, in any, and what will make the firm a good fit for work in the Superintendent. The Cover Letter/Letter of Interest must be signed by a representative of firm with authorization to bind the firm by contract.

2. **Executive Summary** - Proposer shall provide an outline of the firm's approach and a brief summary of its qualifications for providing Integrated Pest Management – Various Sites in its area(s) of specialization. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Superintendent. The narrative should include the following:

3. **Firm's Background -**

- a. Firm's legal name.
- b. Address, telephone, and web address of the office that will be primarily responsible for providing services under this RFP.
- c. Federal Tax Identification Number.
- d. License or Registration Number.
- e. Type of ownership, or legal structure of the firm (individual, corporation, etc.), licensed to do business in the State of California.
- f. Brief history of your firm, including the number of years in business and date firm was established under its given name. A minimum five (5) years' of experience in the Integrated Pest Management service industry required.
- g. Number of employees (company-wide) (licensed professionals, technical support) including proposed onsite employee's certifications and training.
- h. Number of employees located in Orange County or Southern California.
- i. Name of the project manager who will serve as the Superintendent's contact throughout the contract.
- j. Description of extent and duration of prior working relationship with your firm (number and type of projects, number of years), if any.
- k. Average response time between request for service and time/date of services.

4. **Relevant Experience and Reference**

- a. Describe all relevant Integrated Pest Management services experience in the last five (5) years, including project name and location, year completed

and current status, client, contact person, email and phone number, project costs.

- b. Describe Proposer's relevant experience working with California school districts or county office of education in the last five (5) years that were performed by Proposer that involved services similar to the services required by this RFP. Include for each project the following information:
  1. Client Name, Contact Name and complete address and telephone number.
  2. Name, location and description of the project.
  3. Beginning and ending dates of contract.
  4. Main program elements, including service schedule, pest prevention methods, unique problems that were solved.
  5. Total project cost.
  
- c. State how and why Proposer has the demonstrated competence and the professional qualification necessary for the satisfactory performance of the services required by this RFP. If state if any of the following has occurred, please describe in detail:
  1. Failure to enter into a contract or service agreement once selected.
  2. Withdrawal of a proposal as a result of an error.
  3. Termination or failure to complete a contract.
  4. Debarment by any municipal, county, state, federal, or local agency.
  5. Involvement in litigation, arbitration or mediation.
  6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
  7. Knowing concealment of any deficiency in the performance of a prior contract.
  8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
  9. Willful disregard for applicable rules, laws, or regulations.

## **5. Team Summary**

- a. Identify key team members, including sub consultants, if any, and state their qualifications relevant to the scope of services.
- b. Superintendent expects that the team shall remain intact throughout the duration of the contract. If a team must leave, the Superintendent reserves the right to approve that team member's replacement.



- c. Provide names, experience and time with the company for each driver that will service our account.

## **IX. Selection Process**

Proposals will be subjected to an evaluation and selection process. The Superintendent retains the sole discretion and right to determine issues of compliance and to determine whether a Proposer is responsive, responsible and qualified. In furtherance of the information presented in the Proposer's submission, the Superintendent shall have the right to make the selection of the Proposer based on the criteria established in this RFP, and other criteria as identified by the RFP review and interview team. Proposals submitted may be reviewed and evaluated by any persons designated at the discretion of the Superintendent.

The successful Proposers will demonstrate through the RFP that the firm has the professional expertise and capability, financial capacity, satisfactory work record, and resources to provide maintenance services under this RFP. In this regard, the Superintendent may conduct such investigations as the Superintendent deems necessary to assist in the evaluation of any bid proposal and to establish the responsibility, qualifications and financial ability of the Proposer, proposed subcontractors, and other persons and organizations to do the work to the Superintendent's satisfaction within the prescribed time. The Superintendent reserves the right to reject the bid proposals of any Proposer who does not pass any such evaluation to the satisfaction of the Superintendent. The following factors will be used to consider the award, where applicable:

- a. Compliance with all the requirements stated in the RFP.
- b. Information provided by the Proposer in their response and clarifications (and interviews, if applicable).
- c. Quality and satisfactory performance of similar work projects with current and previous clients.
- d. Proposer's qualifications, experience, ability, capability and skills to perform the services required.
- e. Current commitments and ability of Proposer to handle multiple project(s).
- f. References - Satisfaction of clients.
- g. On-time track record and response time to meet the project timelines.
- h. Strong communication - Ability to keep the Superintendent informed as to progress of work and any challenges.
- i. Assurances that the highest quality of materials and techniques are being employed.
- j. Fees. Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. All costs for labor and materials required to accomplish the services required.

Superintendent reserves the right to reject any or all proposals and to negotiate contract terms with one or more proposers for one or more work items. The Superintendent reserves the right

to award all, part, or none of the work described in this RFP. The Superintendent makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

## **X. General Instructions**

1. Preparation of RFP Proposal Forms. To be considered, Proposals must be submitted on the prescribed RFP Proposal Form completed in full. Proposals must be binding and firm. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Proposals. The RFP proposal must conform and be responsive to all RFP Documents and shall be made on the RFP Proposal Form provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the District at: **Orange County Superintendent of Schools, Attn: Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626**, and must be received on or before the proposal deadline. The envelope shall be plainly marked in the upper left-hand corner with the Proposers name, the Project designation and the date and time for the opening of proposals. **It is the Proposers sole responsibility to ensure that its proposal is received prior to the deadline.** In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. At the time and place set forth for the opening of proposals, the sealed RFP proposals will be opened and publicly read aloud.

3. Signature. Any signature required on RFP Documents must be signed in the name of the Proposer and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Proposer is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Proposer, who shall act in all matters relative to the Project for the joint venture or partnership. If Proposer is an individual, his/her signature shall be placed on such documents.

4. Modifications. Changes in or additions to any of the proposal documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the Superintendent may result in the Superintendent's rejection of the proposal as

being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the response documents will be considered.

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

6. Examination of Site and Project Documents. At its own expense and prior to submitting its RFP proposal, each Proposer shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The RFP Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the Proposer. The Superintendent is not making any warranties regarding said information. The Superintendent shall not be liable for any loss sustained by the successful Proposers resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the Proposers pre-bid examination or during the progress of the work. **Proposers agree that the submission of a proposal shall be incontrovertible evidence that the Proposer has complied with all the requirements of this provision of the Information for Proposer.**

7. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Proposer, at any time prior to the scheduled closing time for receipt of proposals. No Proposer may withdraw any proposal for a period of **ninety (90)** calendar days after the date set for the opening of proposals.

8. Competency of Proposer's. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the RFP Project services. By submitting a proposal, each Proposer agrees that the Superintendent, in determining the successful Proposer and its eligibility for the award, may consider the Proposer's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Proposer's performance of the RFP Project services. To this end,

each proposal shall be supported by a statement of the Proposer's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The Superintendent may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Superintendent. In this regard, the Superintendent may conduct such investigations as the Superintendent deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposer, proposed subcontractors, and other persons and organizations to do the work to the Superintendent's satisfaction within the prescribed time. The Superintendent reserves the right to reject the proposal of any Proposer who does not pass any such evaluation to the satisfaction of the Superintendent.

9. Interpretation of RFP Documents. If any Proposer is in doubt as to the true meaning of any part of the RFP Documents, or finds discrepancies in or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to the Superintendent no less than **five (5)** days before proposal deadline. No requests shall be considered after this time. The Proposer submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at Superintendent's discretion and only by written addendum duly issued by the Superintendent, and a copy of such addendum will be hand delivered or mailed or faxed to each Proposer known to have received a set of the RFP Documents. No person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on the Superintendent. If there are discrepancies of any kind in the Project Documents, the interpretation of the Superintendent shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PROPOSER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT PROPOSER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE RFP DOCUMENTS; AND THAT PROPOSER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE SUPERINTENDENT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

10. Proposers Interested in More Than One Bid Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid proposal for the same work unless alternate proposals are specifically called for by the Superintendent. A person, firm, or corporation that has submitted a subproposal to a Proposer, or that has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a proposal or quoting prices to other Proposers or submitting a bid proposal on the Project.

11. Award of Agreement/Contract. The Superintendent reserves the right to reject any or all bid proposals, or to waive any irregularities or informalities in any proposals or in the proposal

process. The award of the contract, if made by the Superintendent will be to the lowest responsive and responsible Proposer based on the criteria established in this RFP. In the event an award of the contract is made to a Proposer and such Proposer fails or refuses to execute the Agreement/Contract and provide the required documents within **five (5)** working days after the notice of award of the contract to Proposer, the Superintendent may award the contract to the next lowest responsive and responsible Proposer or reject all Proposers.

12. Contractor's License. Proposer shall maintain and possess during the life of the Agreement all applicable licenses and permits necessary to provide all Integrated Pest Management – Various Sites services required under this RFP. If, at the time and date of the RFP award, Proposer is not properly licensed to perform the RFP Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the Superintendent that the Proposer was properly licensed at the time the bid was awarded. Any Proposer not so licensed is subject to penalties under the law and the contract will be considered void and Superintendent shall have the right to bring an action against the unlicensed Proposer awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The Proposer may not use the contractor license of a third party for this bid. Proposer must possess a current license throughout the duration of the contract.

13. 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 Proposer.

14. Insurance and Workers' Compensation. The successful Proposer shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. Superintendent may request that such certificates and endorsements are completed on Superintendent provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Proposer shall secure the payment of compensation to all employees. The successful Proposer who has been awarded the contract shall sign and file with Superintendent prior to performing the work, the Workers' Compensation Certificate included as a part of the RFP Documents. Labor Code Section 1861.

15. Insurance. Proposer shall, at Proposers sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the Contract a policy or policies of insurance covering its' services, and furnish to Superintendent a certificate of insurance evidencing all coverages and endorsements required hereunder. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California.

Minimum coverages shall be as follows:

- |     |  |                                      |
|-----|--|--------------------------------------|
| (1) | General Liability Insurance for injuries including accidental death, to any one person in an amount not less than  | <u>\$1,000,000</u><br>per occurrence |
| (2) | Subject to the same limit for each person on account of one accident, in an amount not less than   | <u>\$1,000,000</u><br>per occurrence |
| (3) | Property Damage Insurance in an amount not less than   | <u>\$1,000,000</u><br>per occurrence |
| (4) | Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than  | <u>\$1,000,000</u><br>per occurrence |
| (5) | Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California   |                                      |
| (6) | An endorsement to said policy(s) naming Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees as additional insureds while rendering services under this Contract |                                      |
| (7) | A thirty (30) day written notice to Superintendent of cancellation or reduction in coverage  |                                      |

16. Anti-Discrimination. In connection with all work performed under this Project, 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, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code

Section 1735. In addition, the successful Proposer agrees to require like compliance by any subcontractors employed on the Project by such Proposer.

17. Hold Harmless and Indemnification. The successful Proposer awarded the Contract agrees to and does hereby indemnify and hold harmless, the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, employees and agents, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Proposer or any of its officers, agents, employees, subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Proposer or individual entities comprising the Proposer, in connection with or relating to, or claimed to be in connection with or relating to the work, the Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Proposer in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

The Proposer, at Proposers own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the Superintendent may have under the law or under the RFP Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Superintendent may in its sole discretion reserve, retain or apply any monies due to the Proposer under the RFP Documents for the purpose of resolving such claims; provided, however, that the Superintendent may release such funds if the Proposer provides the Superintendent with

reasonable assurance of protection of the Superintendent's interests. The Superintendent shall in its sole discretion determine whether such assurances are reasonable.

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

19. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid response must be accompanied by a noncollusion declaration properly notarized.

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

21. Supplies. The successful Proposer shall furnish at Proposers own expense all supplies and equipment necessary to properly perform services unless specifically instructed otherwise by District.

22. Proposers Responsibilities. Superintendent may issue keys and/or access cards to Proposer as necessary, and Proposer shall be responsible for such keys and/or access cards. Keys shall not be duplicated by Proposer. If keys or access cards are lost, Proposer shall inform Superintendent immediately. Proposer shall be required to pay Superintendent for the cost of new keys and also for the re-keying of any of the locks operable by the lost keys and the cost of new access cards in the amount of Fifteen thousand dollars (\$15,000.00). Such cost shall be deducted from the monthly amount due to Proposer. Proposer shall not use radios, television sets, coffee pots, microwaves or refrigerators and shall not tamper with any property of Superintendent or employees of Superintendent. Proposer shall not use Superintendent's telephone system for personal calls.

23. Lights. Proposer will be held responsible for energy conservation on the premises. Lights in areas not being used by Proposer shall be turned off. All lights on the premises, except night lights or other designated lights, shall be turned off when all work is complete.

24. Criminal Records Check. The successful Proposer, 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 Superintendent's Criminal Records Check Certification.



25. Adjustment of Fees. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of January of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the Superintendent shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

26. Proper Identification. Proposer shall provide identification patches or badges to all employees engaged in work under this Agreement.

27. Duty to Provide Fit Workers. Proposer shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Proposer to ensure compliance with this section. Any person in the employ of the Proposer whom Superintendent may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of District.

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

29. Additional or Cancellation of Sites. Additional sites may be added by Superintendent throughout the contract period. Superintendent will request Proposer to submit a price quotation for each additional site. Superintendent may also cancel all or a portion of a facility at any time as needed.

30. Tobacco-Free Policy. The successful Proposer shall agree to enforce a tobacco-free work site.

31. Work Site Damages. Any damage, including damages to any part of Superintendent's property resulting from the Proposer performance under this Project shall be repaired immediately to the Superintendent's satisfaction by Proposer at Proposers sole cost and expense.

32. Safety. All services and materials which the Proposer proposed to furnish to the Superintendent must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California,

whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.

33. 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 Bidder 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.

34. Iran Contracting Act Certification. Prior to bidding on, or submitting a proposal or executing a contract or renewal for a Superintendent contract for goods or services over \$1,000,000 or more, a bidder must either: a) certify it 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 section 2203(b) and 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 b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

35. 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>).

36. 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 Proposer 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 Proposer 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.

37. The number of executed copies of the Proposers Bid Proposals required is five (5).

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

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey,  
Administrator, Business Operations

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

- A. Four (4) bound and One (1) unbound copy of the completed proposal
- B. Completed Attachment A – Information Required of Proposer
- C. Proposal Form 1-A Price Schedule
- D. Addendum Acknowledgement Form
- E. Completed Non-Collusive Declaration form.
- F. Completed Workers' Compensation Certificate
- G. Completed Drug-Free Workplace Certification
- H. Completed Equal Opportunity Certification
- I. Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- J. Education Department of General Administration Regulation (EDGAR) compliance form
- K. Completed Iran Contracting Act Certification
- L. Completed Ukraine-Russia Contracting Certification

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

**Proposer Name:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**PROPOSAL FORM**

Name of Proposer:

\_\_\_\_\_

To: Orange County Superintendent of Schools, acting by and through its Governing Board, herein called the "SUPERINENDENT."

1. The undersigned Proposer, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposal, Information for Proposers, Request for Proposals, Proposal Form 1-A, Information Required of Proposer, Noncollusion Affidavit, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: INTEGRATED PEST MANAGEMENT – VARIOUS SITES

Project No.: Request for Proposal: 23-16

Each individual term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the SUPERINTENDENT reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the proposal process. Proposer agrees that his/her bid proposals shall remain open and not be withdrawn for the period specified in the Information for Proposers.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Proposer, the Proposer will execute and deliver to the SUPERINTENDENT the Agreement and will also furnish and deliver to the SUPERINTENDENT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the SUPERINTENDENT. It is understood that should Proposer fail or refuse to return these documents as required by the SUPERINTENDENT, the bid proposal security, if any shall be forfeited to the SUPERINTENDENT. The Proposer further agrees that the work shall be commenced by the Proposer, if awarded the contract, on or before the **fifth (5th)** day after receiving the SUPERINTENDENT 'S Notice to Proceed, and shall be completed by the Proposer in the time specified by the SUPERINTENDENT.
  
4. The SUPERINTENDENT desires the right and option to extend any contract awarded hereunder for a period of four (4) additional one-year periods from date of expiration, under the same terms, and conditions, subject only to an annual adjustment pursuant to the Agreement.

Indicate if said Renewal Option is granted:

\_\_\_\_\_Option Granted  
 \_\_\_\_\_Option Not Granted

5. In the event that the contract is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of January of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the SUPERINTENDENT shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.
  
6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Proposer at the address stated below.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

12. The Information Required of Proposer form has been fully completed and is attached hereto.

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

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

Signed by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

\*\*\*\*\*  
\*\*\*\*\*

Partnership

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

Signed by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Other Partner(s): \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

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

(a \_\_\_\_\_ Corporation<sup>1</sup>)

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

Joint Venturer Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

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

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

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

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Joint Venturer

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

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

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



**PROPOSAL FORM 1-A  
SCHEDULE OF FEES**

**OCDE Administrative Buildings**

<b>Administration Offices</b>	<b>Site Location</b>	<b>Sq. Ft</b>	<b>Monthly Cost per Site</b>
Kalmus Buildings A, B, C, D	200 Kalmus Drive, Costa Mesa, CA	<b>101,204</b>	
Esplanade Bldg 4	3001 Redhill Ave, Costa Mesa, CA	24,902	
Redhill	2910 Redhill Ave, Costa Mesa, CA	20,000	
		<b>146,106</b>	

**OCDE Access School Sites**

	<b>Site Location</b>	<b>Sq. Ft</b>	<b>Monthly Cost per Site</b>
HLCS (Area 1 Hub)	15872 Harbor Blvd, FV	35,352	
Mission Viejo	23436 Madero 100A, Mission Viejo	11,110	
San Juan Capistrano	31894 Plaza Dr. A1, San Juan Capistrano	9,347	
Fountain Valley	9555 Garfield Ave B & G, FV	3,677	
		<b>59,486</b>	

	<b>Site Location</b>	<b>Sq. Ft</b>	<b>Monthly Cost per Site</b>
HLCN (Area 2 Hub)	1240 N Harbor Blvd, Anaheim	26,156	
La Habra	1261 S Harbor Blvd F & H-K, La Habra	8,138	
Magnolia Learning Ctr	13110 Magnolia St A,B,E Garden Grove	8,903	
Century Day	13252 Century Blvd A-C, H, & N-O, GG	6,709	
Southwest Anaheim	1895 W Katella Ave A, B, & C, Anaheim	5,667	
Grand Education Ctr	2428 N Grand Ave G, Santa Ana	5,100	
Anaheim North	1169,1173,1175,1177 N Euclid, Anaheim	4,548	
Anaheim West	2929 & 2933 W Ball Rd, Anaheim	5,916	
		<b>71,137</b>	

	Site Location	Sq. Ft	Monthly Cost per Site
Argosy (Area 3 Hub)	601 S Lewis St, Orange (1st Floor)	10,809	
Tustin Main	174 E Main St, Tustin	2,250	
Santiago Creek	2428 Grand Ave L, Santa Ana	5,009	
ACT	580 W 6th St, Tustin	646	
Placentia/CHEP North	1250 N Lakeview Ste. Q,R,S, Anaheim	4,498	
		<b>23,212</b>	

	Site Location	Sq. Ft	Monthly Cost per Site
PCHS	14262 Franklin Ave 100, Tustin	10,685	
CHEP Central	14262 Franklin Ave 200, Tustin	13,712	
		<b>24,397</b>	

	Site Location	Sq. Ft	Monthly Cost per Site
Sunburst	4022 Saratoga Ave, Los Alamitos Bld 25, RM 260 & RR bldg 21	9,425	
		<b>9,425</b>	

	Site Location	Sq. Ft	Monthly Cost per Site
S1S Admin Offices	1277 S Lyon St, 501-503, SA	5,425	
CCPA 17th & Ross	509 W. 17th Street, Suite 509, Santa Ana	1,274	
		<b>6,699</b>	

SPED Admin Unit 1 (NORTH OC)	Site Location	Sq. Ft	Monthly Cost per Site
Knott Early Learning Center	7340 La Palma Ave, Buena Park, CA 90620	<i>See site plan for area of service</i>	
Mann Special Classes / OC Regional Oral DHH Program	600 W. La Palma Avenue, Anaheim, CA 92801	<i>See site plan for area of service</i>	

SPED Admin Unit 2 (CENTRAL OC)	Site Location	Sq. Ft	Monthly Cost per Site
Hillview Special Classes	19061 Foothill Boulevard, Santa Ana, CA 92705	See site plan for area of service	

SPED Admin Unit 3 (SOUTH OC)	Site Location	Sq. Ft	Monthly Cost per Site
Newhart Special Classes	25001 Veterans Way, Mission Viejo, CA 92692	See site plan for area of service	
Mission Viejo Special Classes	25025 Chrisanta Drive, Mission Viejo, CA 92691	See site plan for area of service	
Reilly Special Classes	24171 Pavion, Mission Viejo, CA 92692	See site plan for area of service	

SPED Admin Unit 4 (DHH)	Site Location	Sq. Ft	Monthly Cost per Site
Irvine High School	4321 Walnut Ave. Irvine, CA 92604	See site plan for area of service	
Venado Middle School	4 Deerfield Ave. Irvine, CA 92604	See site plan for area of service	
University High School	4771 Campus Drive Irvine, CA 92604	See site plan for area of service	

AS NEEDED SERVICES	Cost Per Hour	Estimated Hours Required
Interior and Exterior Rodent Control	\$	HRS
Yellow Jacket Baiting	\$	HRS
Flying Insects	\$	HRS
Removal of dead or dying animals	\$	HRS
Sanitation Report	\$	HRS
Ground Squirrel Trapping	\$	HRS
Skunk, racoon, opossum, feral cat trapping	\$	HRS

Pocket gophers carbon monoxide treatment	\$	HRS
Ground Squirrel Abatement	\$	HRS
Cockroaches/General Insects	\$	HRS
Bird Trapping & Netting	\$	HRS
Ant Control	\$	HRS
Other Services – Specify:	\$	HRS

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

Name of Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INFORMATION REQUIRED OF PROPOSER**

The Proposer shall furnish the following information accurately and completely. Failure to comply with this requirement may cause rejection of the bid response. Additional sheets may be attached as necessary.

The following information should contain local persons or entities familiar with the Proposers work. Proposers must include school districts, community college districts and/or other educational institutions or other public agencies familiar with Proposers work.

"You" or "your" as used herein refers to the Proposers firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the SUPERINENDENT may request additional information or an interview or presentation at any time.

**SECTION A – GENERAL INFORMATION**

1. Firm name, complete address and contact information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Electronic Mail: \_\_\_\_\_

3. Type of Firm: (check one)

Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_

Subsidiary \_\_\_\_ Government Entity \_\_\_\_

4. Names, titles and telephone numbers of all your officers/principals of the firm:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. 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) \_\_\_\_\_

6. Please list any applicable certifications and licenses and the associated numbers:

\_\_\_\_\_  
\_\_\_\_\_

7. Number of years' experience as a contractor in this type of work: \_\_\_\_\_.  
Proposer must have a minimum of five (5) years' experience in Integrated Pest Management services.

8. How many years has your firm been in business under its present business name? \_\_\_\_\_

9. How many public agencies has your firm provided similar services?

\_\_\_\_\_

10. Please list the public agencies including school districts that your firm has provided similar services within the last three (3) years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SECTION B – LEGAL

11. Have you ever been terminated from a school or any public agency Integrated Pest Management projects in the prior five (5) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have you ever been barred from bidding on any school or public project? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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13. Have you ever defaulted on any school or public project in the prior five (5) years that resulted in a claim to a surety? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

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14. Have you been assessed damages (i.e., liquidated damages) for any public or school project in the past five (5) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names, and addresses of public agency and details.

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15. Have you ever brought any claim(s) against a public agency? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome.

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16. Have you ever failed to complete a school or public Integrated Pest Management project in the last five (5) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," provide name of public agency and details.

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17. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," provide name of public agency and details.

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18. Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the SUPERINTENDENT?  
Yes \_\_\_\_ No \_\_\_\_ If so, please elaborate.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Will your firm comply with all SUPERINTENDENT, local, State and Federal legal requirements, policies, rules and regulations and laws? \_\_\_\_ Yes No \_\_\_\_\_

### SECTION C – ADDITIONAL INFORMATION

21. Please provide a redacted sample report that you have provided to a previous client for similar services.
22. Are you currently under contract for another project? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” please provide the following information:
- (a) Project Number 1:  
Name of Project: \_\_\_\_\_  
Detailed Description: \_\_\_\_\_  
\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Completion Date: \_\_\_\_\_
- (b) Project Number 2:  
Name of Project: \_\_\_\_\_  
Detailed Description: \_\_\_\_\_  
\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Completion Date: \_\_\_\_\_
- (c) Project Number 3:  
Name of Project: \_\_\_\_\_  
Detailed Description: \_\_\_\_\_  
\_\_\_\_\_



Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

23. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the Superintendent? Are you aware of any potential actual or apparent conflict of interest, which may arise in the event your firm is awarded a contract as a result of this RFP?

(a) If so, please describe and elaborate:

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24. Please provide any other information that may assist the SUPERINTENDENT in ascertaining your qualifications, capability and customer service under any resultant agreement.

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25. Supervision and Advisory Personnel

Give the name and title of the person(s) who will be responsible for the overall supervision of the Integrated Pest Management services to be provided under the Agreement with the SUPERINTENDENT. Provide resumes of supervisory and advisory individuals involved with these services.

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REFERENCES

26. List the names, address, telephone number, project description, project timeframe, and contract amount of four (4) customers whom you provided substantially the same type of work specified herein in Orange County, California within the past three (3) years. Information obtained through the references will be evaluated by the SUPERINTENDENT. All information provided must be current.

1. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

2. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

3. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

4. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Proposer is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ State of \_\_\_\_\_.  
City, County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## SAMPLE AGREEMENT

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, herein referred to as "SUPERINTENDENT" , and \_\_\_\_\_, herein referred to as "CONTRACTOR".

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

1. The complete contract includes all of Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project documents, including the Notice Calling For Proposals, Information for Proposers, Proposal Form, Proposal Form 1-A, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Specifications, this Agreement, and all modifications, addenda and amendments thereto, by this reference incorporated herein. The RFP Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 3 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, and necessary tools, expendable equipment, and all taxes, utility and transportation services described in the complete contract and required for in Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project documents and all provisions of the complete contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the SUPERINTENDENT for any damages arising as a result of a failure to fully comply with this obligation. The CONTRACTOR shall be responsible for any loss or damage to CONTRACTOR'S machinery, apparatus and nonexpendable items of equipment and the CONTRACTOR shall not be excused with respect to any failure to so comply by and any act or omission of the SUPERINTENDENT unless such act or omission prevents the CONTRACTOR from fully complying with the requirements of Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project documents. Such protest shall not be effective unless reduced to writing and filed with the SUPERINTENDENT within **three (3)** working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project documents.

3. The CONTRACTOR will commence providing services under this contract on \_\_\_\_\_, 202\_ and end on \_\_\_\_\_,

202\_, subject to termination as set forth in this Agreement. SUPERINTENDENT shall have the option of renewing the Agreement for four (4) additional one-year periods for a total not to exceed five (5) years.

4. SUPERINTENDENT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in Request for Proposals Number 23-16 Integrated Pest Management – Various Sites Project documents, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), per month for the period of \_\_\_\_\_, 202\_ through \_\_\_\_\_ 202\_.

5. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of January of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the SUPERINTENDENT shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

6. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide CONTRACTOR written notification of such termination. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.

7. **Time is of the Essence.** If the work is not completed in accordance with the Project Documents, it is understood that the SUPERINTENDENT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to SUPERINTENDENT as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day of delay until work is completed and accepted.

8. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth RFP Project Documents or if there is a nonappropriation of funds or insufficient funds then this Agreement shall terminate or be suspended as set forth herein.

Termination for Convenience. SUPERINTENDENT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from SUPERINTENDENT of such termination for SUPERINTENDENT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by SUPERINTENDENT in the notice;
- (ii) Take any actions necessary, or that SUPERINTENDENT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

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

9. The CONTRACTOR agrees to and does hereby indemnify and hold harmless, the Orange County Superintendent of School, the Orange County Board of Education, and its officers, agents, and employees, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (h) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (i) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (j) any breach of duty, obligation or requirement under the Project Documents;
- (k) any failure to coordinate the work of other contractors;
- (l) any failure to provide notice to any party as required under the Project Documents;
- (m) any failure to act in such a manner as to protect the SUPERINTENDENT and the Project from loss, cost, expense or liability; or
- (n) any failure to protect the property of any utility company or property owner.

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

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

10. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth in the Agreement. CONTRACTOR agrees to provide all evidences of coverage required by SUPERINTENDENT including certificates of insurance and endorsements including a statement that the SUPERINTENDENT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the SUPERINTENDENT.

Public Liability Insurance for personal and bodily injuries including accidental death, to any one person in an amount <b>not less than</b>	\$1,000,000.00 per occurrence
and Subject to the same limit for each person on account of one accident, in an amount <b>not less than</b>	\$1,000,000.00 per occurrence
Property Damage Insurance in an amount <b>not less than</b>	\$1,000,000.00 per occurrence
Automobile Liability Insurance which shall include owned, non-owned and hired vehicles	\$1,000,000.00 per occurrence

Workers' Compensation Insurance  
of  
Course of Construction  
Insurance without exclusion  
or limitation in an amount  
**not less than**

In accordance with the provision  
Labor Code Section 3700

\$1,000,000.00 per occurrence

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

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

SUPERINTENDENT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF  
CONTRACTOR, if corporation)



**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

\_\_\_\_\_  
Name of the Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**

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

15.

16. 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.

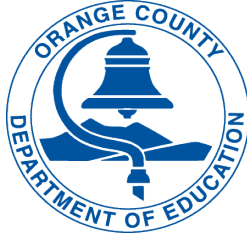
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose 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.**

17.

18. 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.

19. 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**



20.

To the Governing Board of \_\_\_\_\_ School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EQUAL OPPORTUNITY CERTIFICATION**

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

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Number of Employees: \_\_\_\_\_

**This Firm is:**

Independently Owned and Operated

An Affiliate of \_\_\_\_\_ Parent Company \_\_\_\_\_

A Subsidiary of \_\_\_\_\_ Address \_\_\_\_\_

A Division of \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

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

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**

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

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

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

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

Date: \_\_\_\_\_

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

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

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

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**



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

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

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**

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

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

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

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

- 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000) or more.  
**OR**
  
- 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
  
- 3. Bidder's Total Base Bid is one million dollars(\$1,000,000) or more, but the DISTRICT has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203© or (d). **A copy of the written permission from the DISTRICT is included with Bid.**

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

Date: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

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

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

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

**(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: \_\_\_\_\_

21.

**(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)**

**REQUEST FOR PROPOSAL 23-16  
INTEGRATED PEST MANAGEMENT – VARIOUS SITES**

**ADDENDUM ACKNOWLEDGEMENT FORM**

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

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

Initial **only one** of the following:

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

**OR**

\_\_\_\_\_ No Addenda Issued (initial if applicable)

By: \_\_\_\_\_  
Authorized Officer or Agent

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

Title \_\_\_\_\_

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

Date: \_\_\_\_\_

**(RESPONDER MUST COMPLETE AND RETURN WITH RFP RESPONSE)**



# **KALMUS FLOOR PLANS**



# OCDE

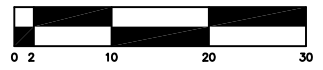
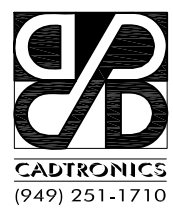
200 KALMUS DRIVE, COSTA MESA, CALIFORNIA



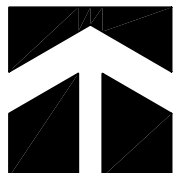
FIRST FLOOR

SECOND FLOOR

## BUILDING B

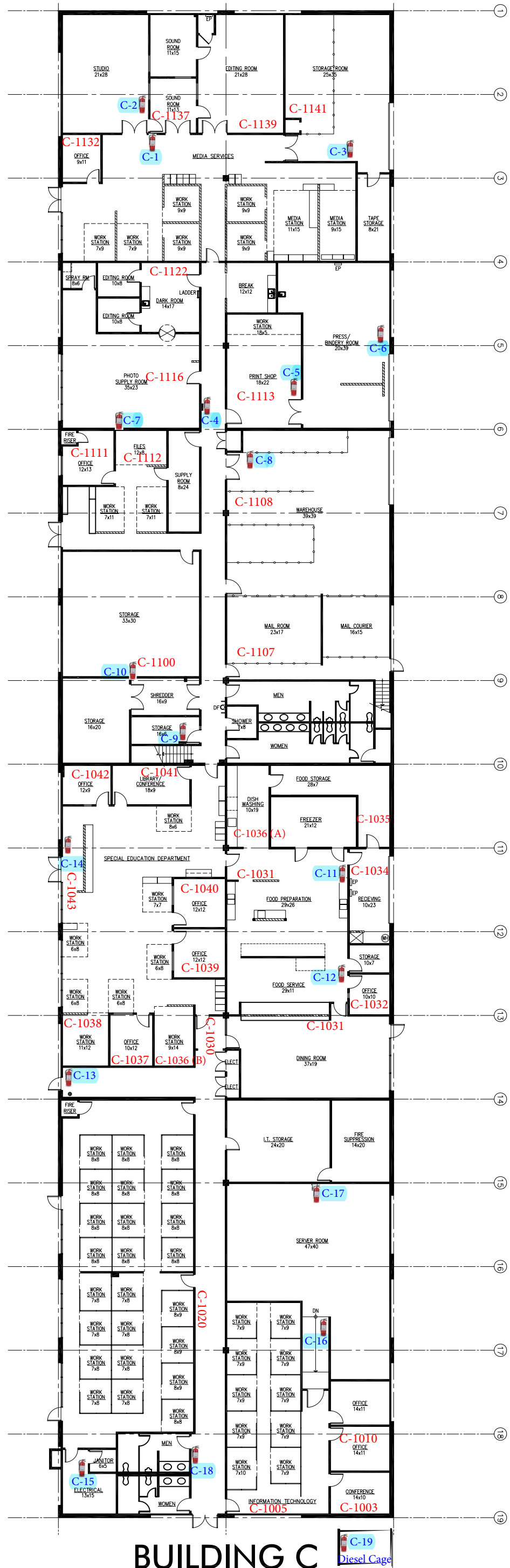


SCALE



# OCDE

200 KALMUS DRIVE, COSTA MESA, CALIFORNIA



## BUILDING C

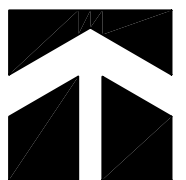
Diesel Cage



CADTRONICS  
(949) 251-1710



SCALE

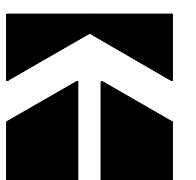
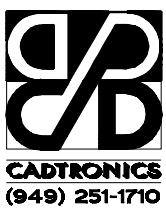


# OCDE

200 KALMUS DRIVE, COSTA MESA, CALIFORNIA



## BUILDING D

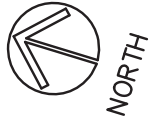


# REDHILL FLOOR PLANS

**LEGEND**



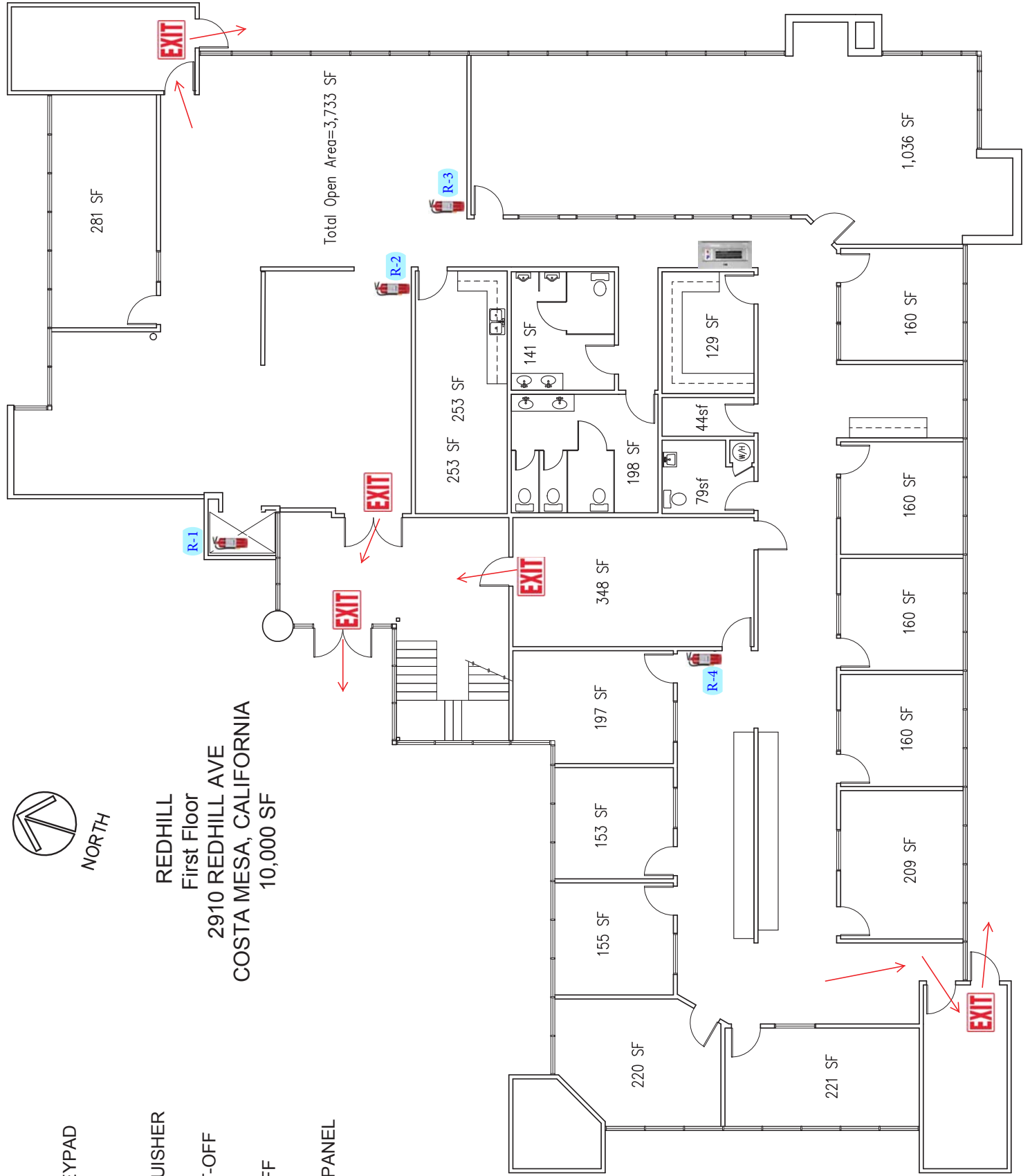
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- EXIT
- FIRE EXTINGUISHER
- WATER SHUT-OFF
- GAS SHUT-OFF
- ELECTRICAL PANEL



NORTH

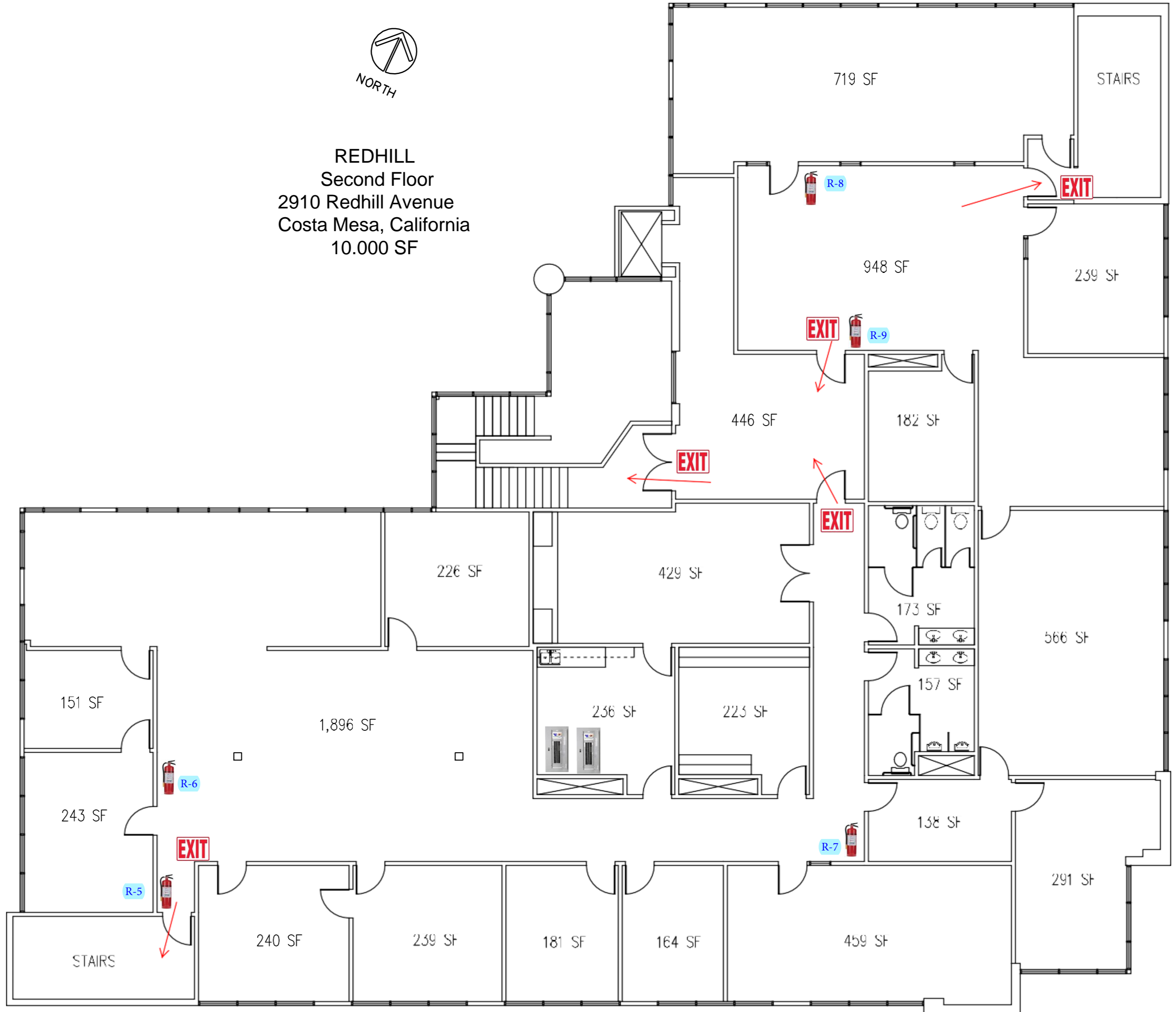
REDHILL  
 First Floor  
 2910 REDHILL AVE  
 COSTA MESA, CALIFORNIA  
 10,000 SF

Total Open Area=3,733 SF





REDHILL  
 Second Floor  
 2910 Redhill Avenue  
 Costa Mesa, California  
 10,000 SF

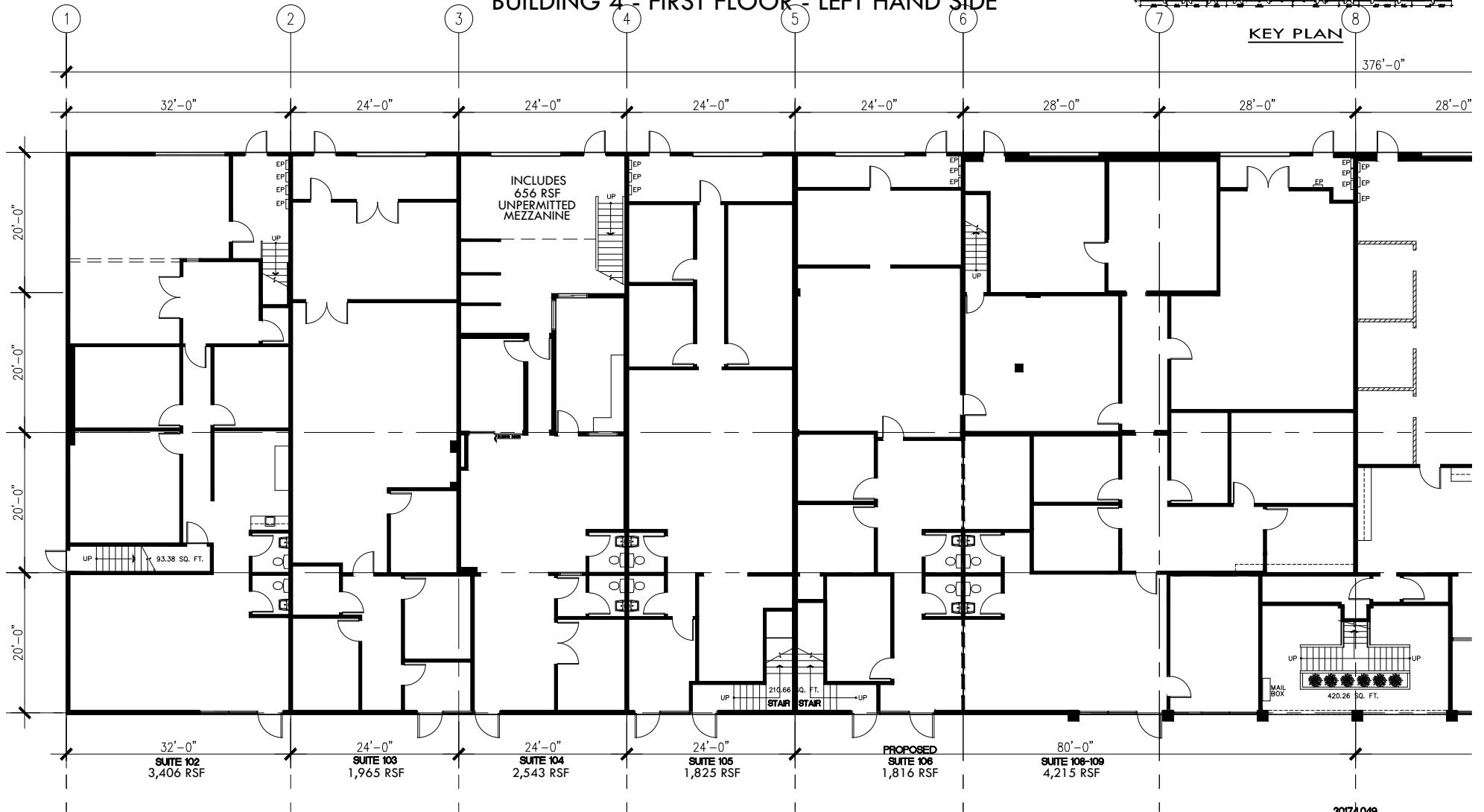
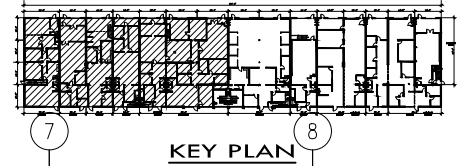




# **ESPLANADE FLOOR PLANS**

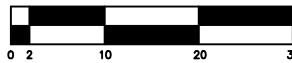
# THE ESPLANADE

3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA  
 BUILDING 4 - FIRST FLOOR - LEFT HAND SIDE



(949) 474-7030  
 www.ciprealestate.com

## FIRST FLOOR



FEBRUARY 6, 2014

TOTAL (INC. MEZZ 104): 31,086 SF  
 TOTAL (W/O MEZZ 104): 30,430 SF

CIP Commercial Real Estate and Cadtronic, Inc. does not warrant that the information contained herein represents "As-Built" or existing field conditions. The Lease Outline Drawing is provided for reference purposes only. All information and conditions must be field verified by Tenant's architect and contractor.



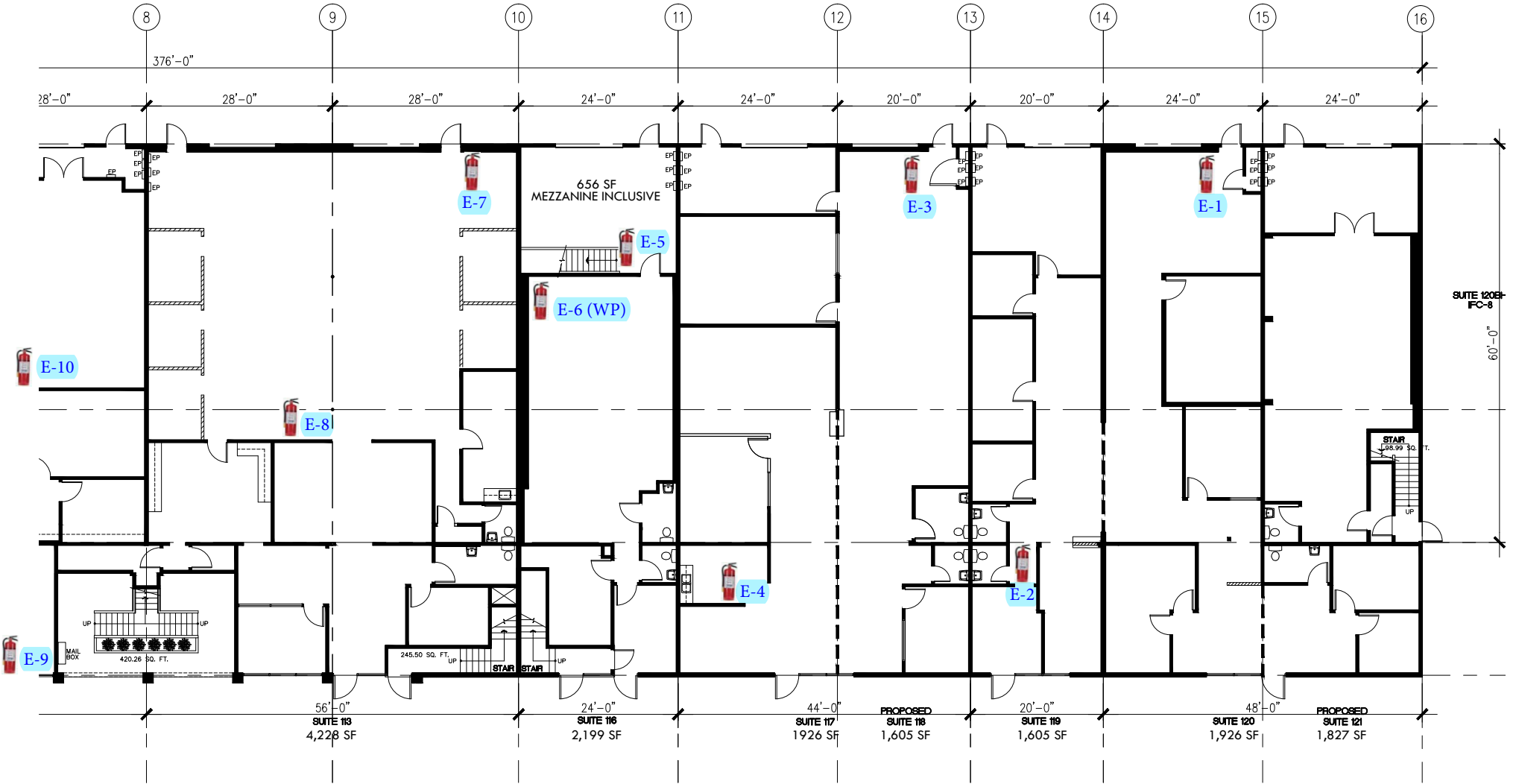
CADTRONICS  
 (949) 251-1710

# THE ESPLANADE

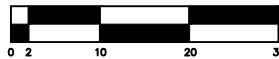
3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA  
 BUILDING 4 - FIRST FLOOR - RIGHT HAND SIDE



KEY PLAN



## FIRST FLOOR



FEBRUARY 6, 2014

TOTAL (INC. MEZZ 104): 31,086 SF  
 TOTAL (W/O MEZZ 104): 30,430 SF



(949) 474-7030  
 www.ciprealestate.com

CIP Commercial Real Estate and Cadtronics, Inc. does not warrant that the information contained herein represents "As-Built" or existing field conditions. The Lease Outline Drawing is provided for reference purposes only. All information and conditions must be field verified by Tenant's architect and contractor.

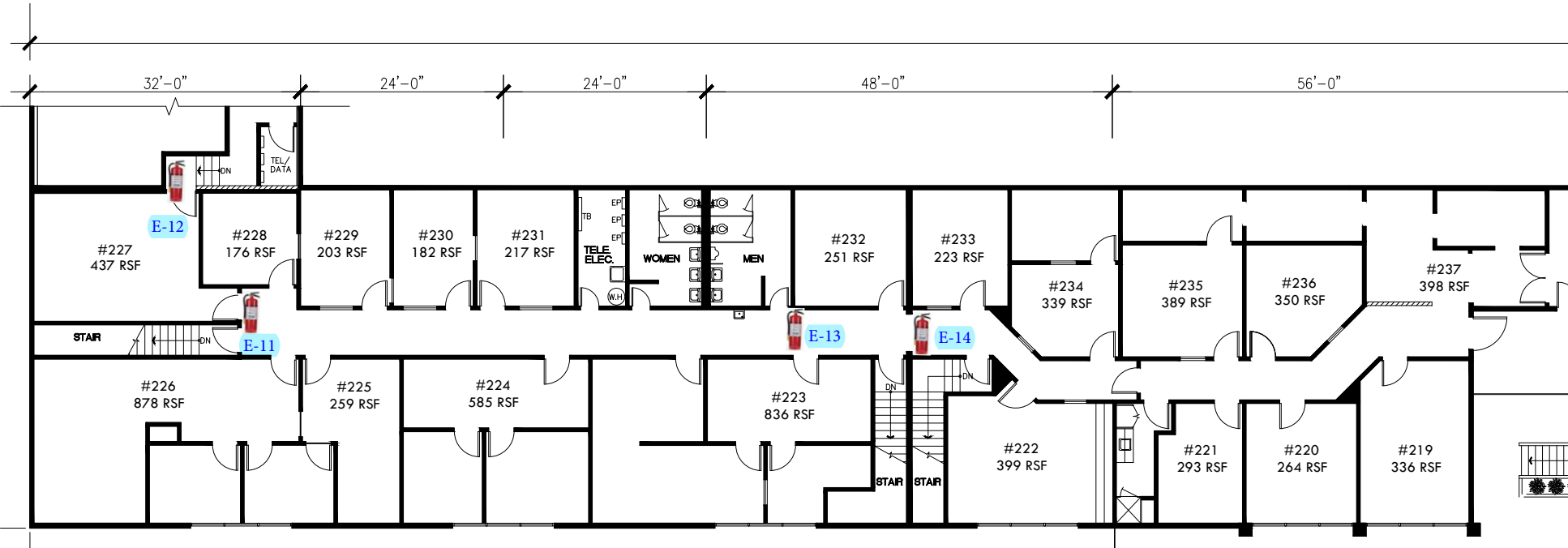


CADTRONICS  
 (949) 251-1710

# THE ESPLANADE

3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA

## BUILDING 4 - SECOND FLOOR - LEFT HAND SIDE



KEY PLAN

2ND FLOOR TOTAL RSF  
14,296 RSF

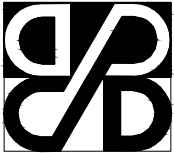


FEBRUARY 19, 2014



(949) 474-7030  
www.ciprealestate.com

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CADTRONICS  
(949) 251-1710


# THE ESPLANADE

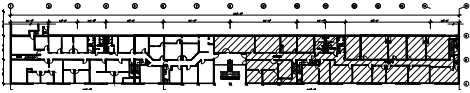
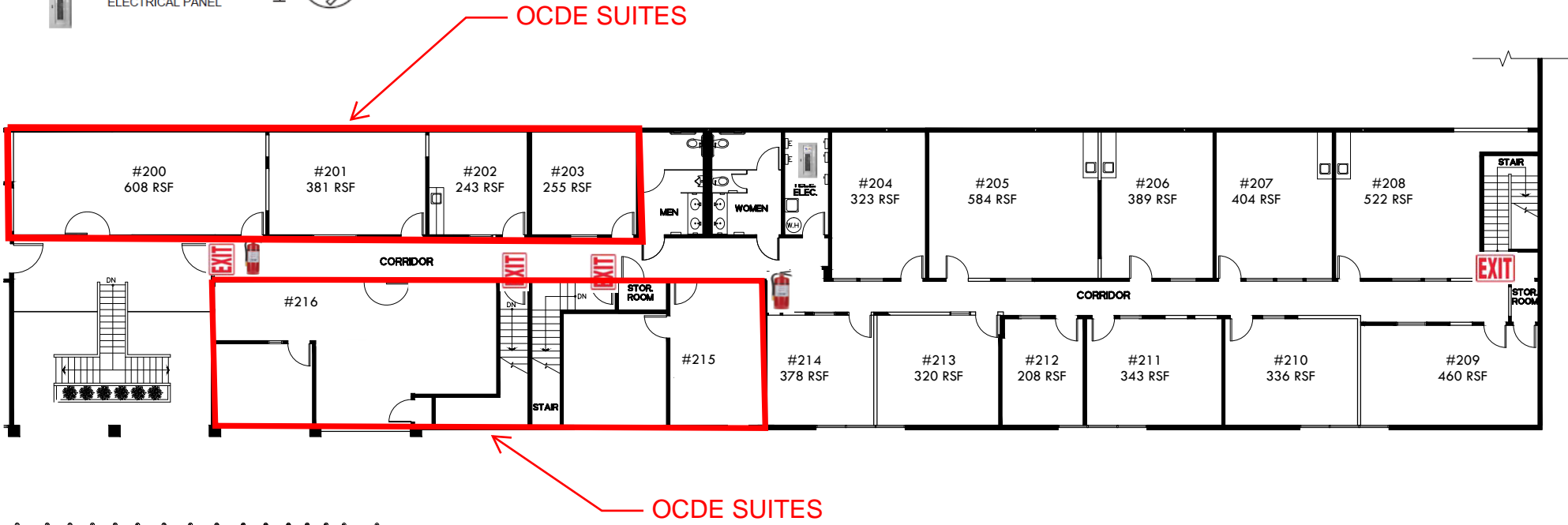
3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA

## BUILDING 4 - SECOND FLOOR - RIGHT HAND SIDE

LEGEND

-  EXIT
-  FIRE EXTINGUISHER
-  ELECTRICAL PANEL

NORTH 



KEY PLAN

2ND FLOOR TOTAL RSF  
13,673 RSF

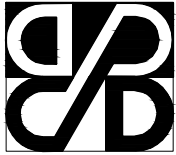


SEPTEMBER 22, 2015



(949) 474-7030  
www.ciprealestate.com

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CADTRONICS  
(949) 251-1710


# THE ESPLANADE

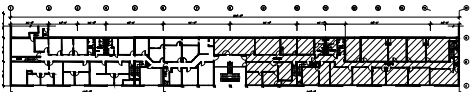
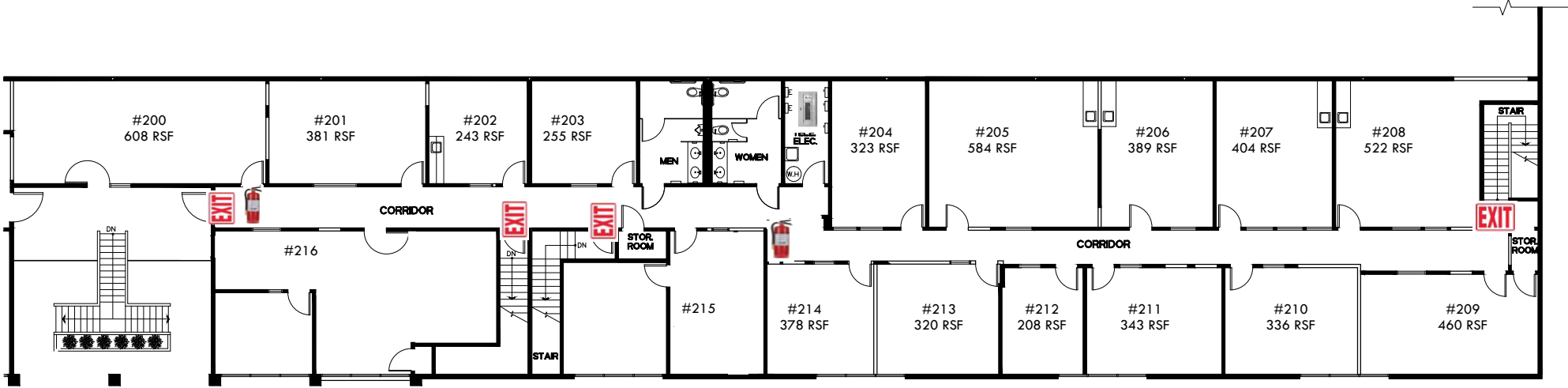
3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA

## BUILDING 4 - SECOND FLOOR - RIGHT HAND SIDE

LEGEND

 EXIT  
 FIRE EXTINGUISHER  
 ELECTRICAL PANEL

NORTH 



KEY PLAN

2ND FLOOR TOTAL RSF  
13,673 RSF



SEPTEMBER 22, 2015



(949) 474-7030  
www.ciprealestate.com

CIP Commercial Real Estate and Cadtronics, Inc. does not warrant that the information contained herein represents "As-Built" or existing field conditions. The Lease Outline Drawing is provided for reference purposes only. All information and conditions must be field verified by Tenant's architect and contractor.

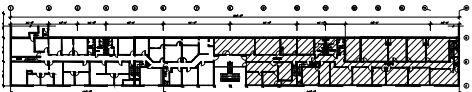
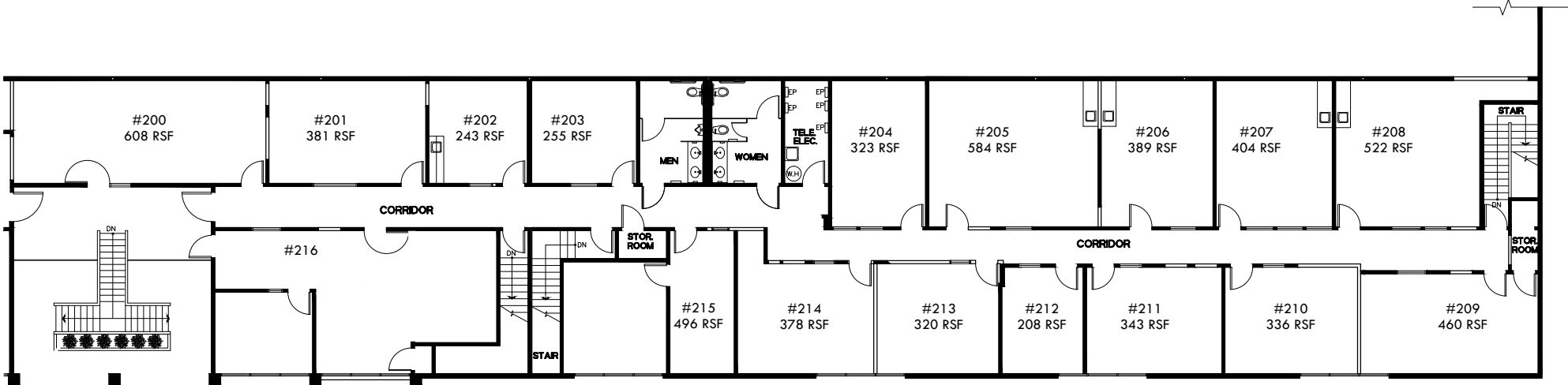


CADTRONICS  
(949) 251-1710

# THE ESPLANADE

3001 REDHILL AVENUE, COSTA MESA, CALIFORNIA

## BUILDING 4 - SECOND FLOOR - RIGHT HAND SIDE



KEY PLAN

2ND FLOOR TOTAL RSF  
13,673 RSF

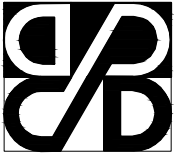


SEPTEMBER 22, 2015



(949) 474-7030  
www.ciprealestate.com

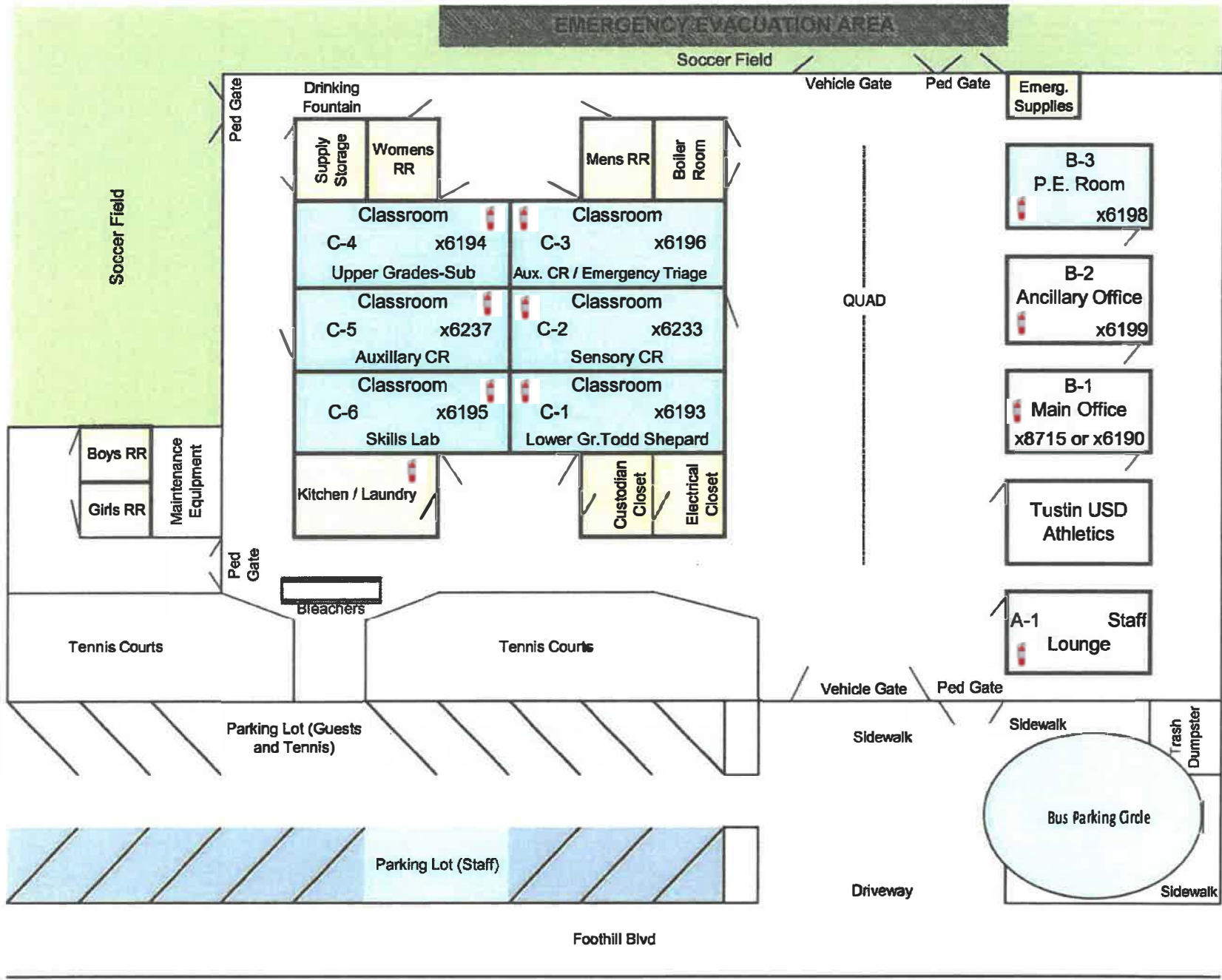
CIP Commercial Real Estate and Cadtronics, Inc. does not warrant that the information contained herein represents "As-Built" or existing field conditions. The Lease Outline Drawing is provided for reference purposes only. All information and conditions must be field verified by Tenant's architect and contractor.

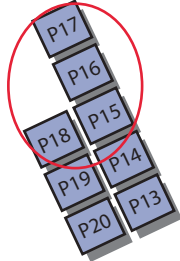
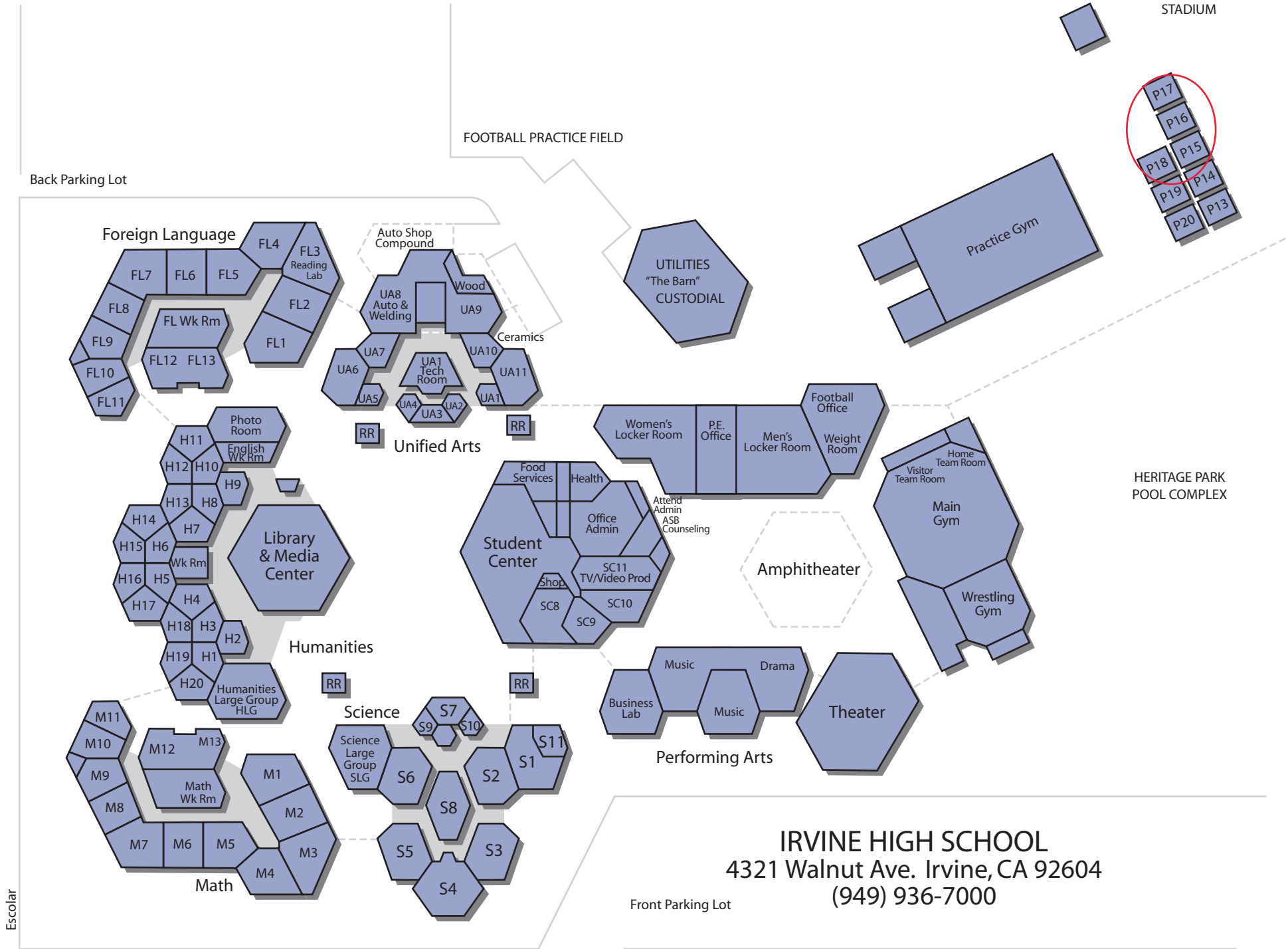


CADTRONICS  
(949) 251-1710

# **SPECIAL SCHOOLS FLOOR PLANS**







**IRVINE HIGH SCHOOL**  
 4321 Walnut Ave. Irvine, CA 92604  
 (949) 936-7000

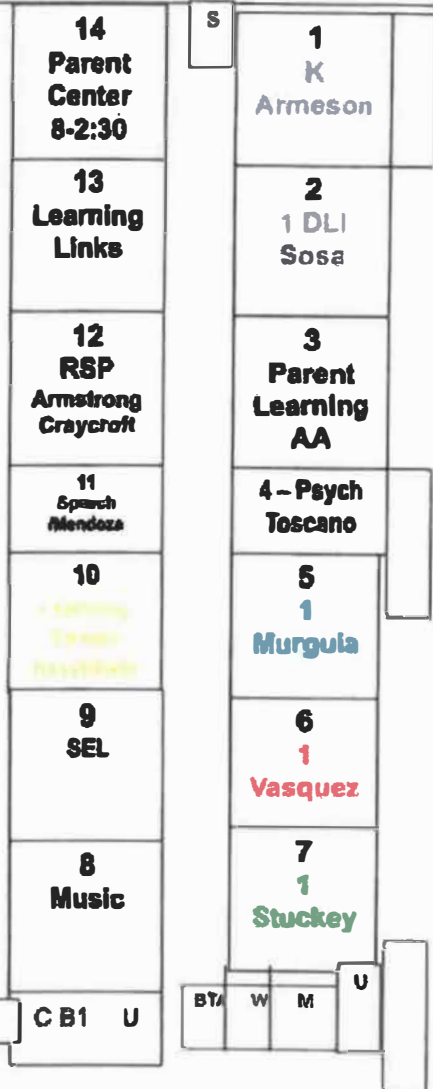
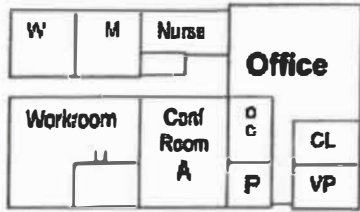
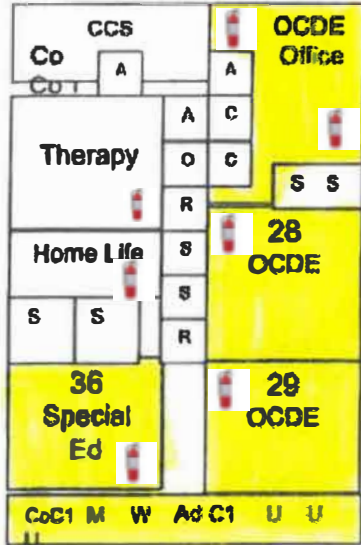
Escolar

Walnut

La Palma Street

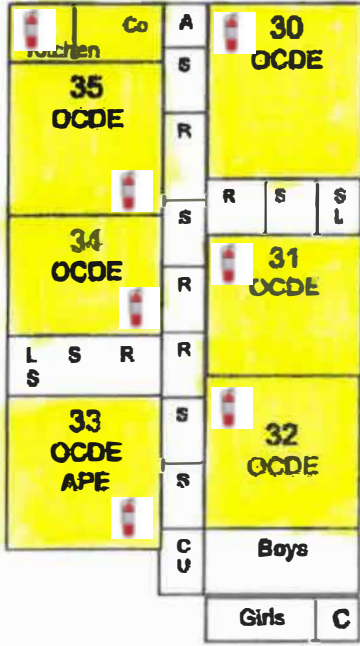
First Floor

Horace Mann  
Elementary 2021-22



**Telephone Extensions**

Nurse Mandy Le	2389
FACES Lucy Gamboa	2395
Psychologist Adriana Toscano	2374
RSP Armstrong Craycroft	2312
Speech Mendoza	2371
Anahelm AcNeves	8983
Morgan Brazzel	2364



Andi  
2363  
Kitchen

Storage	Patio	Staff Lounge 2365
Boys		
Girls		

**Legend**

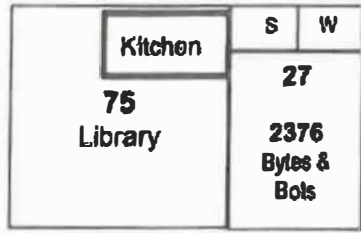
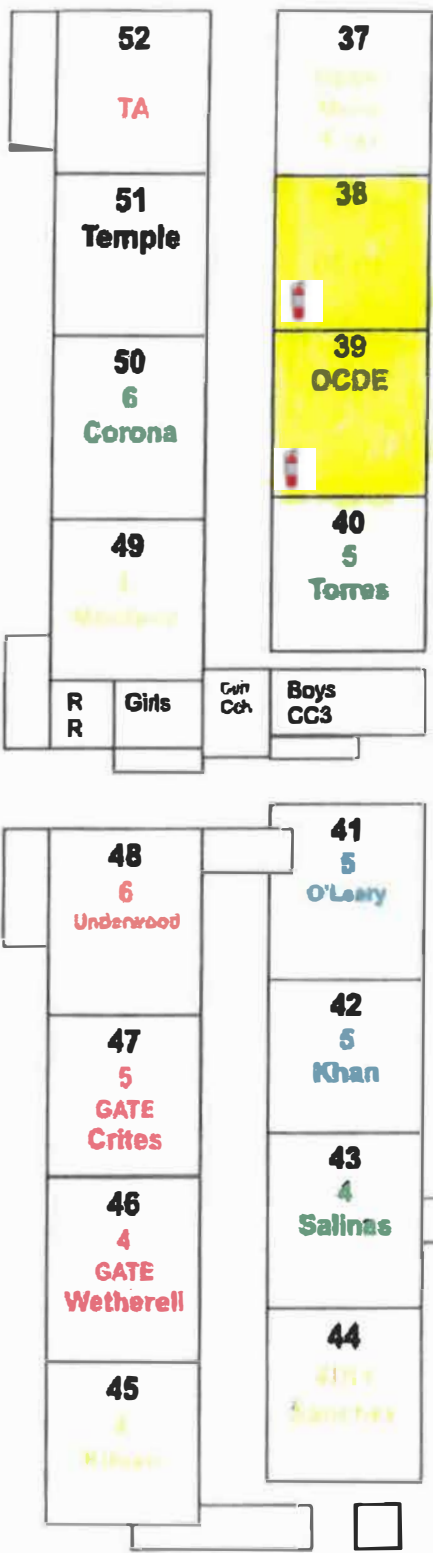
M-Men restroom	BTA -Bilingual testing assistant
W-Women restroom	Kit-Kitchen
R-MF restroom	L-Laundry
Co-Conference room	S-Storage
A-Administration	C-Custodian
	P-Principal
	VP
	Psy-Psychologist
	U-Utilities

Revised: June, 2021

La Palma Street

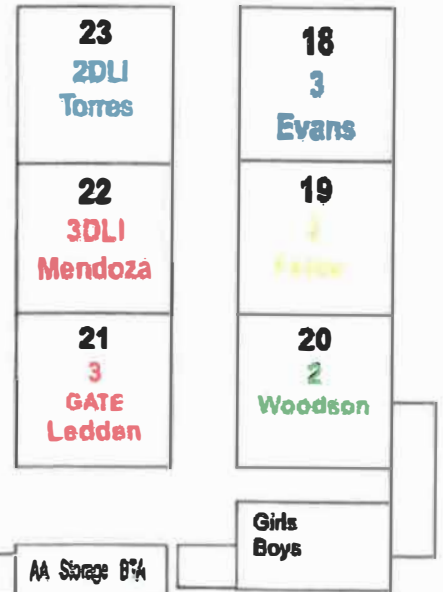
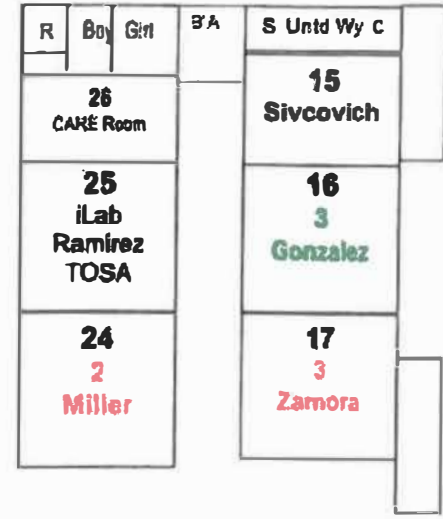
Second Floor

Horace Mann Elementary 2021-2022



**Telephone Extensions**

Kyle Sivcovich	
Jimmy Guidos	2309
Curriculum Coach	2364
Morgan Breazal	
Digital Learning Coach	
TOSA-IN	2325
Jaime Ramirez	
BTA/ELPAC	2367
Aïma Garcia	



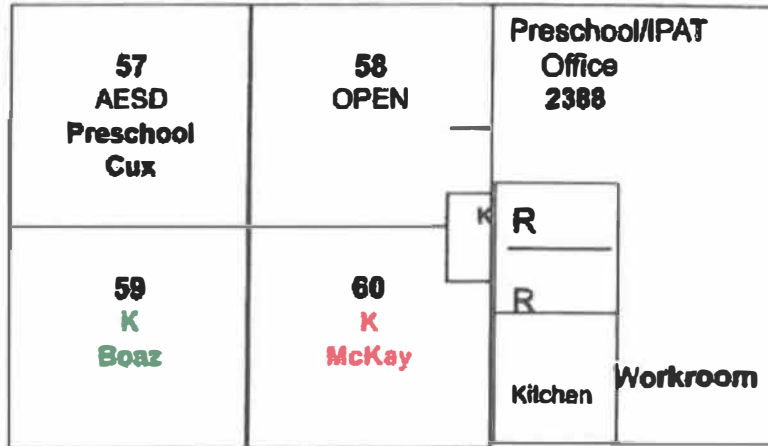
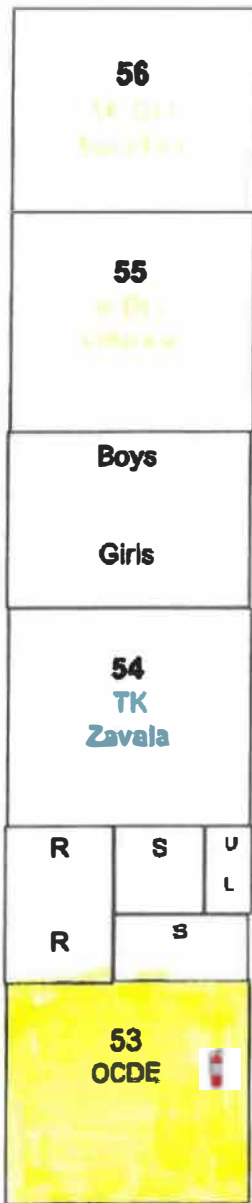
**Legend**

M-Men restroom	O-Office	BTA-Bilingual Testing Assistant
W-Women restroom	Kit-Kitchen	P-Principal
R-M/F restroom	L-Laundry	VP-VP
Co-Conference room	S-Storage	Psy-Psychologist
A-Administration	C-Custodian	U-Utilities

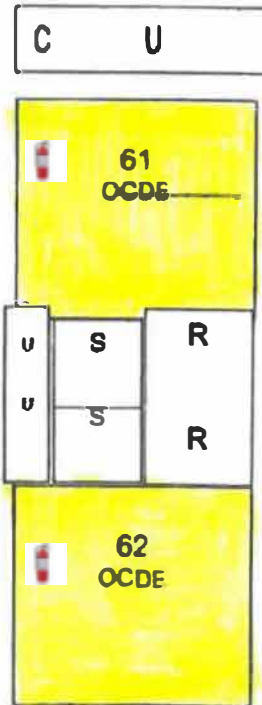
Revised: June, 2021

Citron St.

Kindergarten Building

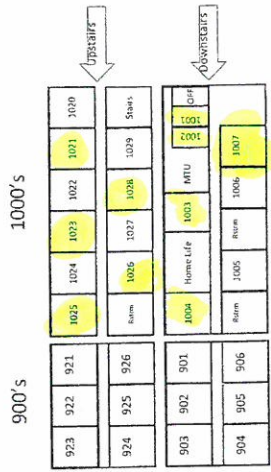
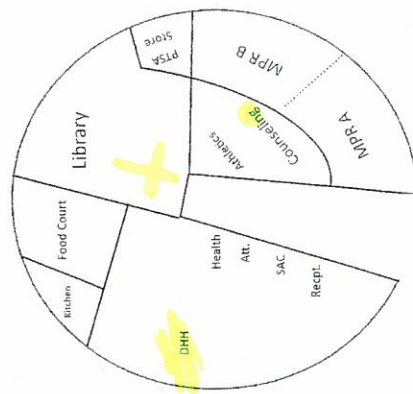
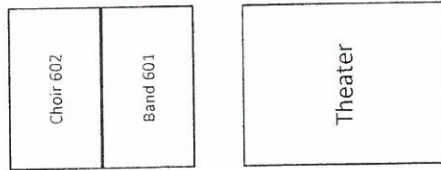
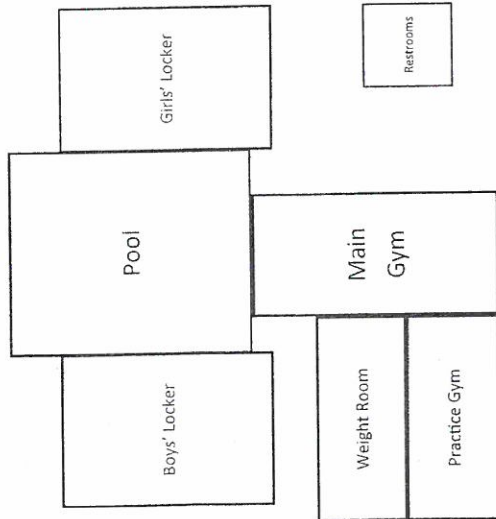
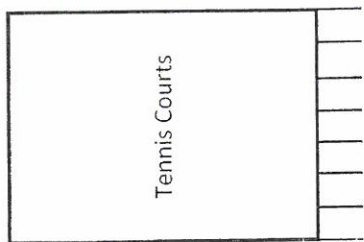


Horace Mann School  
600 W. La Palma Avenue  
Anaheim, CA 92801  
Phone: (714) 517-8938  
Fax: (714) 517-9240

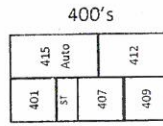
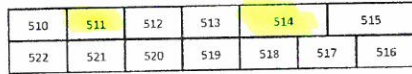
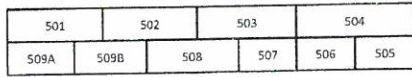




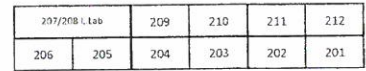
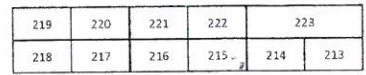
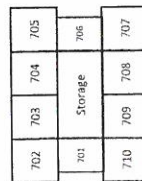
Practice / Athletic Fields



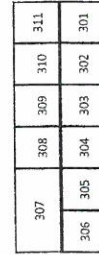
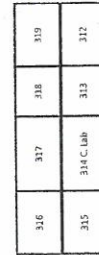
Staff Parking



700's



300's



Senior Parking

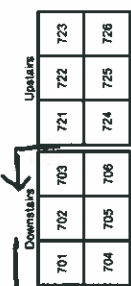
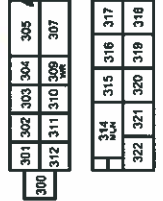
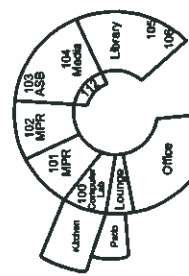
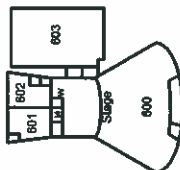
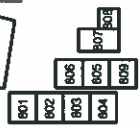
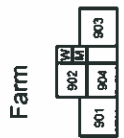
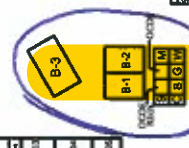
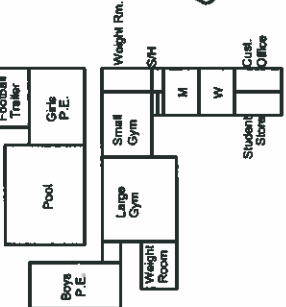
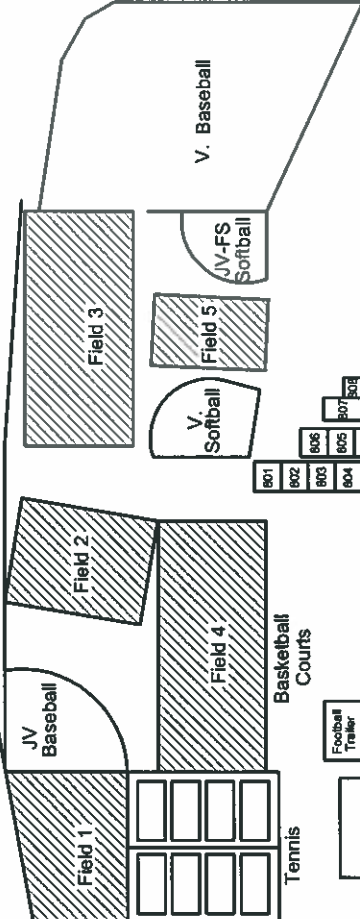
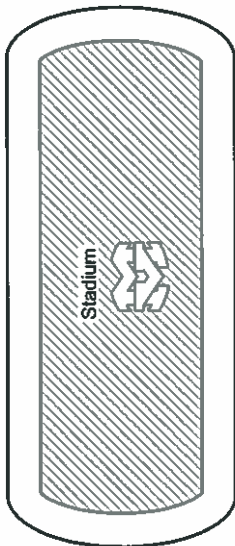
University High School  
4771 Campus Drive  
Irvine, CA 92612

Student / Visitor Parking

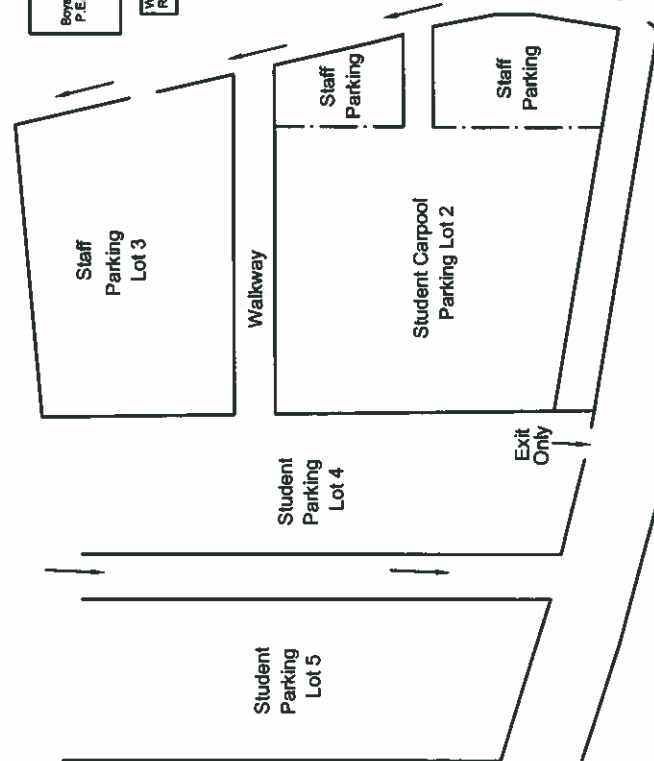
Campus Drive

Culver Avenue

5 Freeway



LaPaz

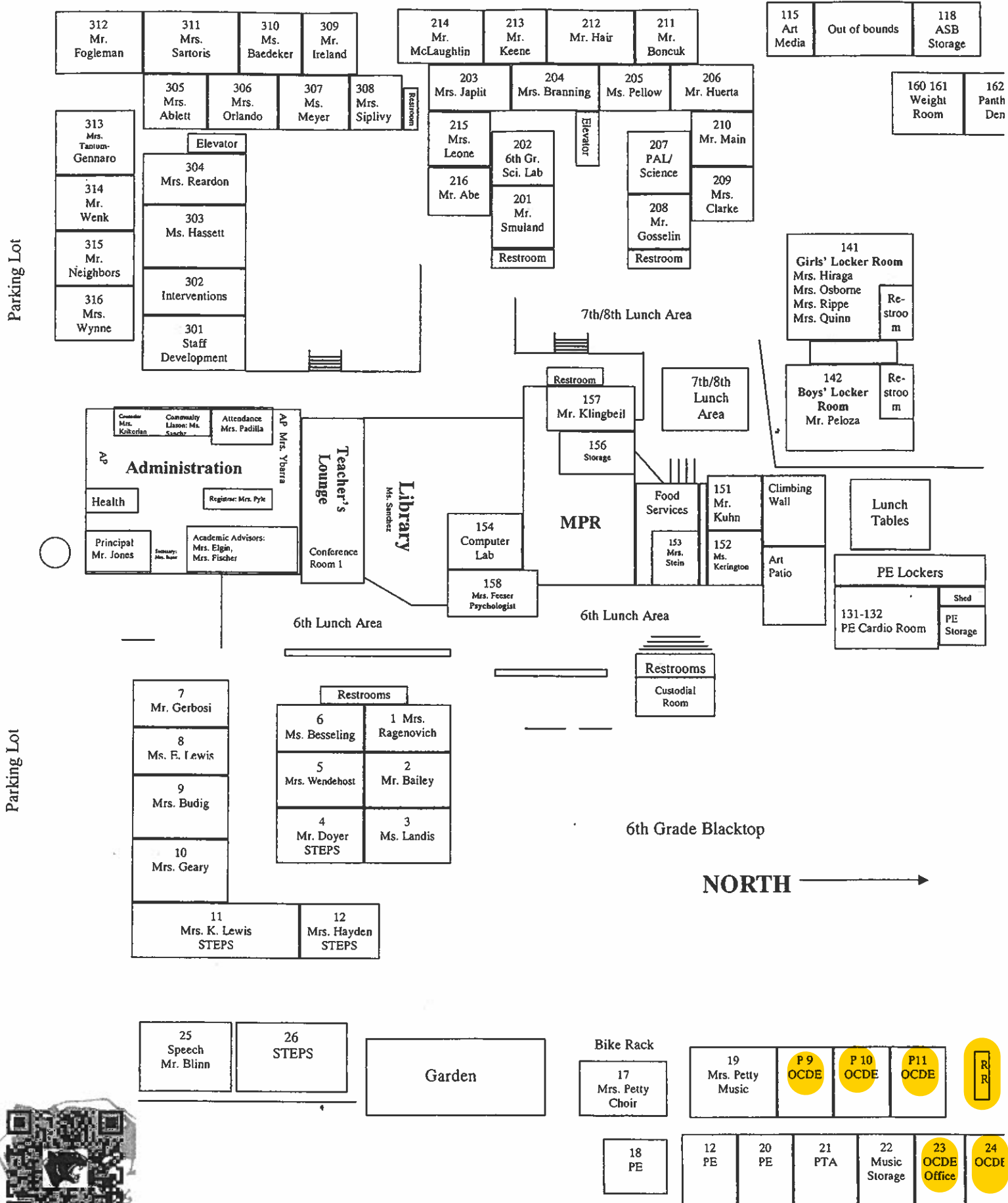


Bus Drop Off

Chrisanta

Saddleback Valley Unified School District  
 Mission Viejo High School  
<http://www.svusd.k12.ca.us/Schools/MVHS>

# Newhart Middle School 2016—2017





# Philip J. Reilly School 2015 - 2016

Fire Drill or Disaster Evacuation: Follow dotted lines to the field- use alternate route if fire or debris block the way. Updated 08/4/2015

OPEN • x174	F3
CUSD Storage x 173	F2
Open	F1
YMCA 587-1440	
<b>OCDE Therapy</b>	
AT/OT/PT/ x127	J4
OPEN x126	J3
OPEN x125	J2
OPEN x124	J1

<b>OCDE OT</b> x111	D6
<b>OCDE Smith</b> x110	D5
<b>OCDE SLP</b> X 109	D4
Collins x108	D3
French 3/4 x107	D2
Blake 4 x106	D1

DeSalvo SDC 3 - 5 x112	E1	Allen SDC TK/K x113	E2	Eck SDC 2-3 x114	E3	Cordina 5th x115	E4
------------------------------	----	------------------------------	----	------------------------	----	------------------------	----

George 4/5 x128	K1
Martin 5 x129	K2
Souers 3 x130	K3
<b>CCS</b>	K4

<b>OCDE</b> x105	C2
<b>OCDE</b> x104	C1

Pool

Gryske TK x102	B2	Arthur x101	K B1
----------------------	----	----------------	---------

x186 M7

Storage x175	M1	Todd x185 M2	M2	OPEN x181 M3	M3	Kulek x180 M4	M4	<b>CCS</b>	PTA x182
								M5	M6

Sherman Psych x184	L1	Phillips RSP x132	L2	Sheehan 2 x133	L2	Park 1-2 x134	L3
--------------------------	----	-------------------------	----	----------------------	----	---------------------	----

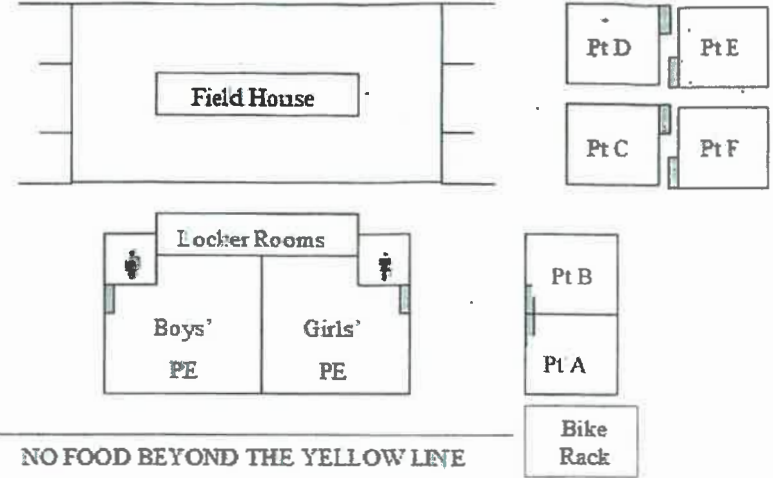
Food  
Svs.  
x116

<b>OCDE - Resource</b> x118	G2
<b>OCDE - Grammar</b> x117	G1

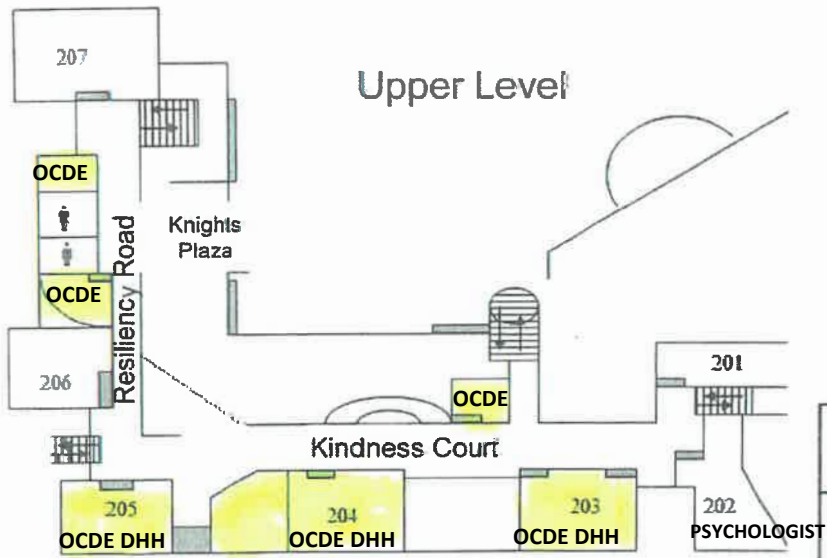
Corura x119	H1
Gorney K/1 x120	H2
Slick x121	H3
Peterson 1 x122	H4
Guerra 1 x123	H4 1/2

<b>OCDE</b> 454-2355	Lab x148	Library x147	Work Room x145
<b>CCS</b> 707-2190	Office x0	Lounge x142	MPR x149
		x 209	

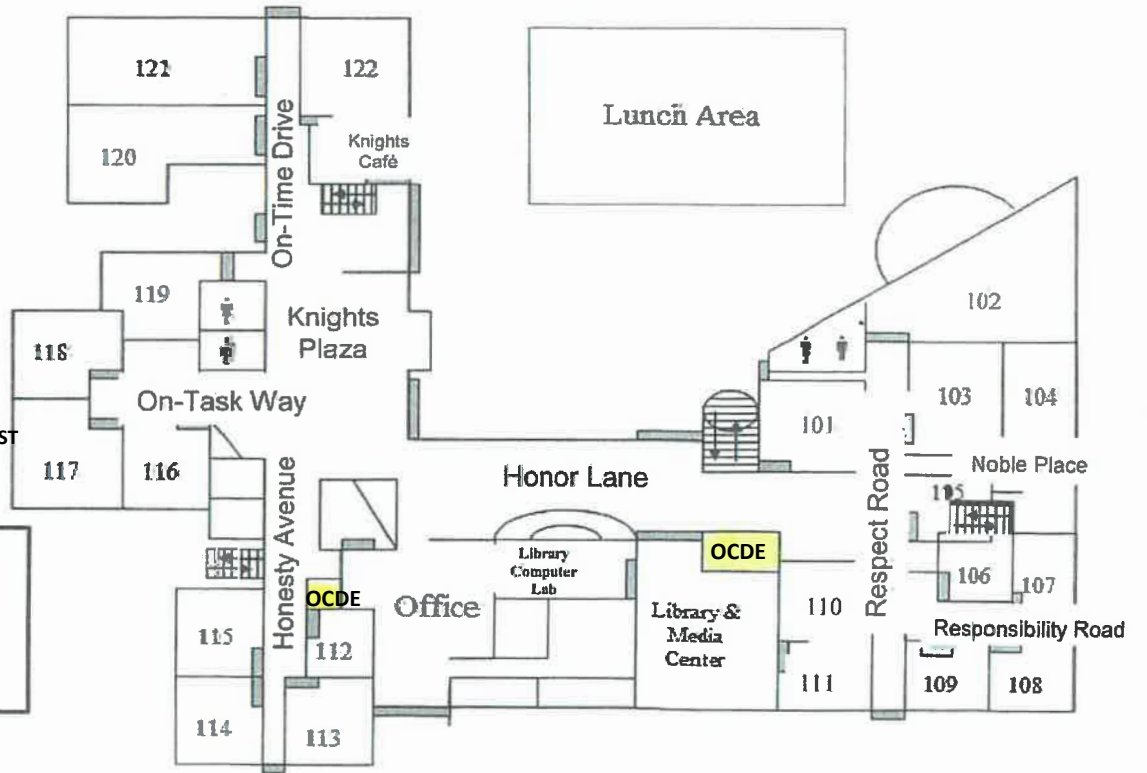
Trash



NO FOOD BEYOND THE YELLOW LINE





Upper Level

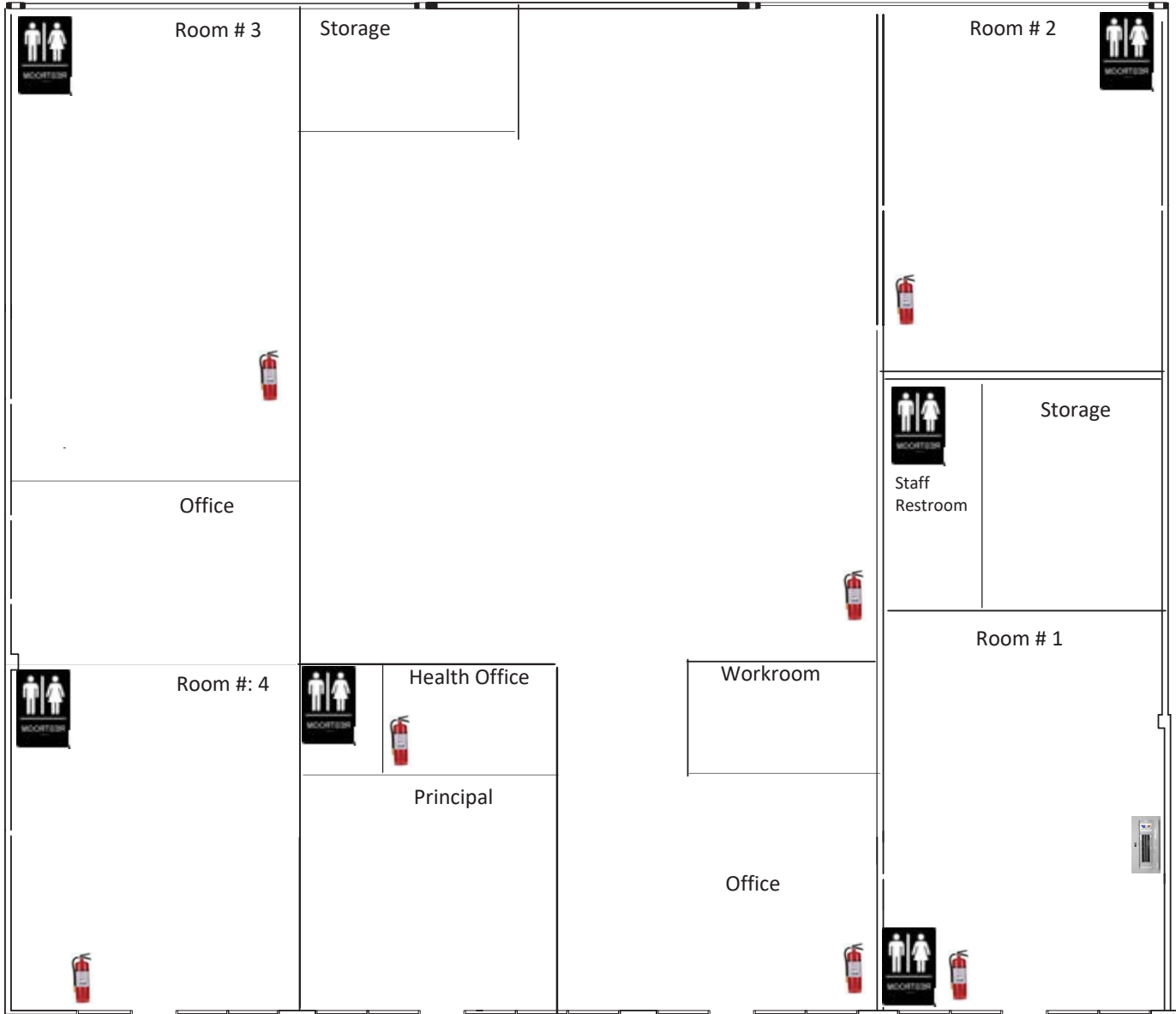


**Venado Middle School**  
 4 Deerfield Avenue  
 Irvine, California 92604









 \*Portable 5

 \* Portable 6

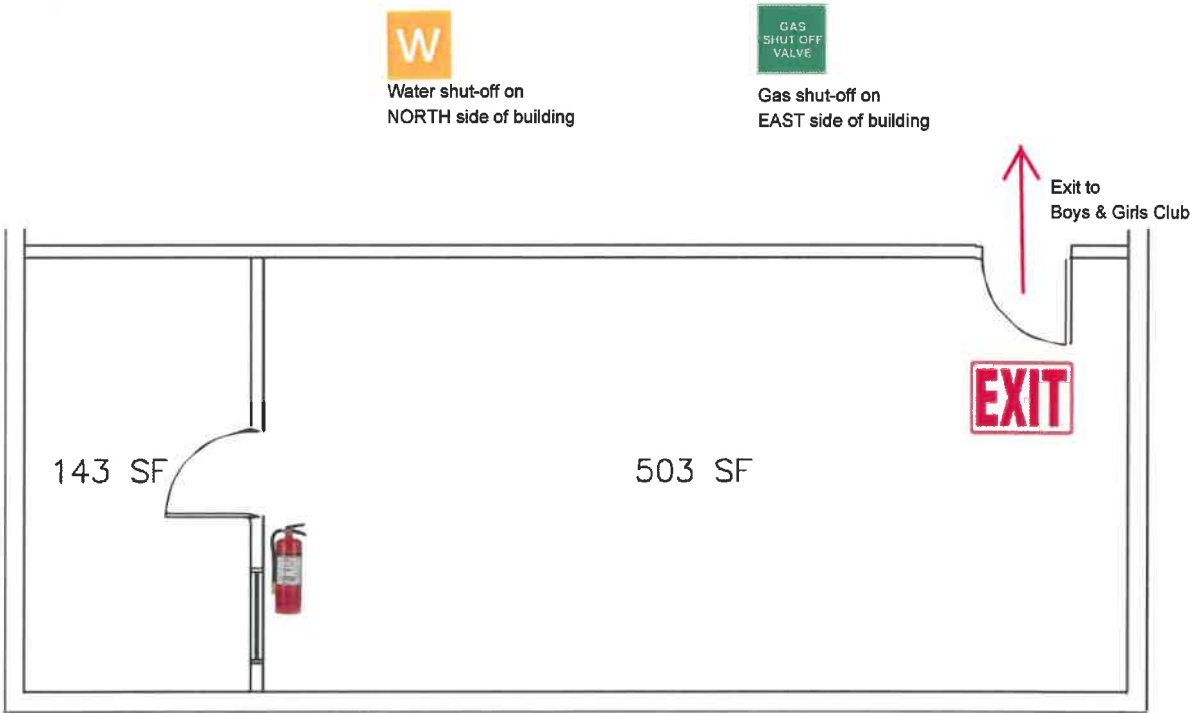


Knott Early Learning  
7340 La Palma  
Buena Park, CA 90620  
714-796-8700





### LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF VALVE
-  ELECTRICAL PANEL

**DIVISION OF ALTERNATIVE  
EDUCATION (ACCESS) FLOOR  
PLANS**



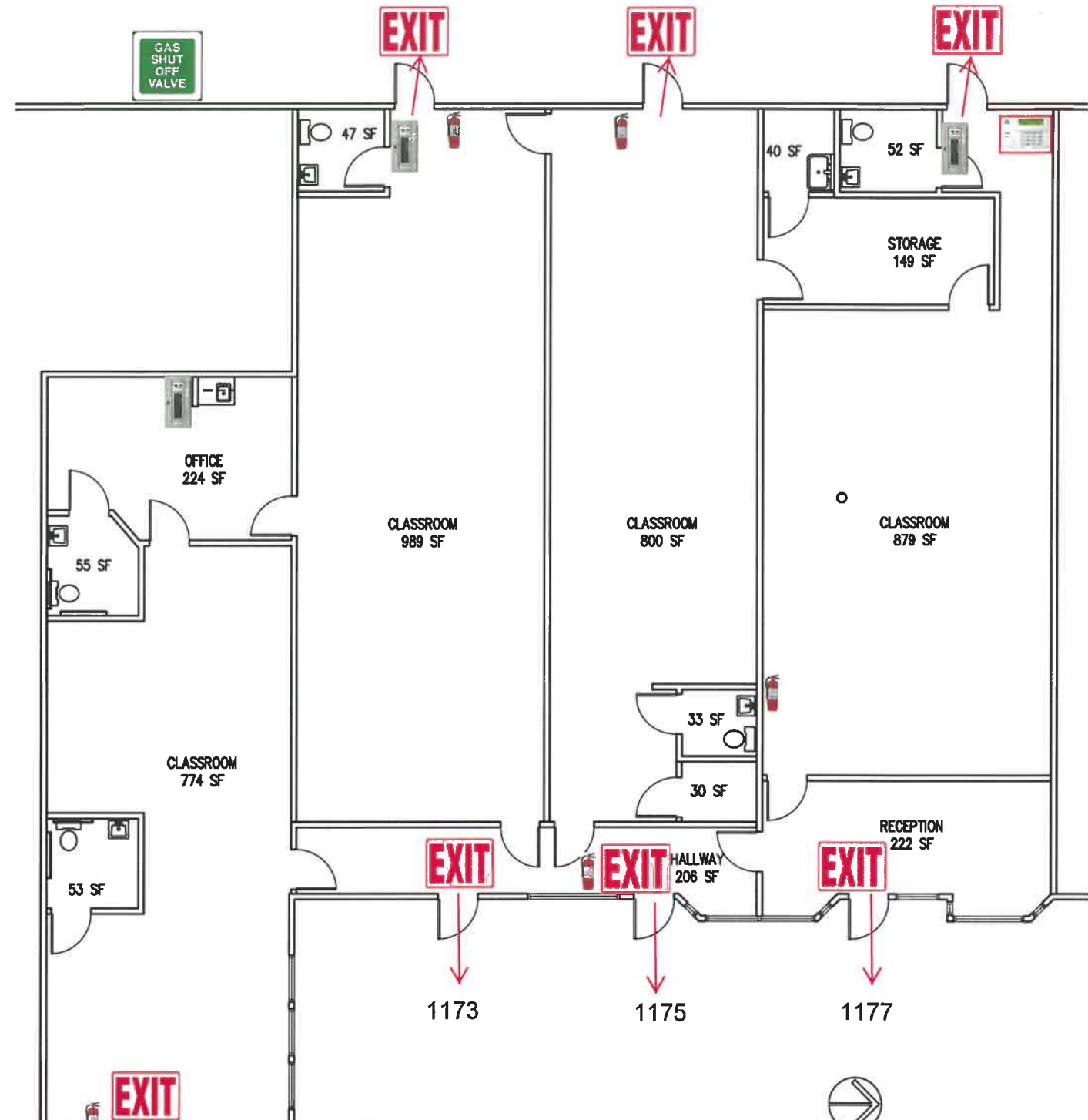
LEGEND

-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF



NORTH

Academic Center of Tustin  
580 W. 6th Street  
Tustin, California



**LEGEND**

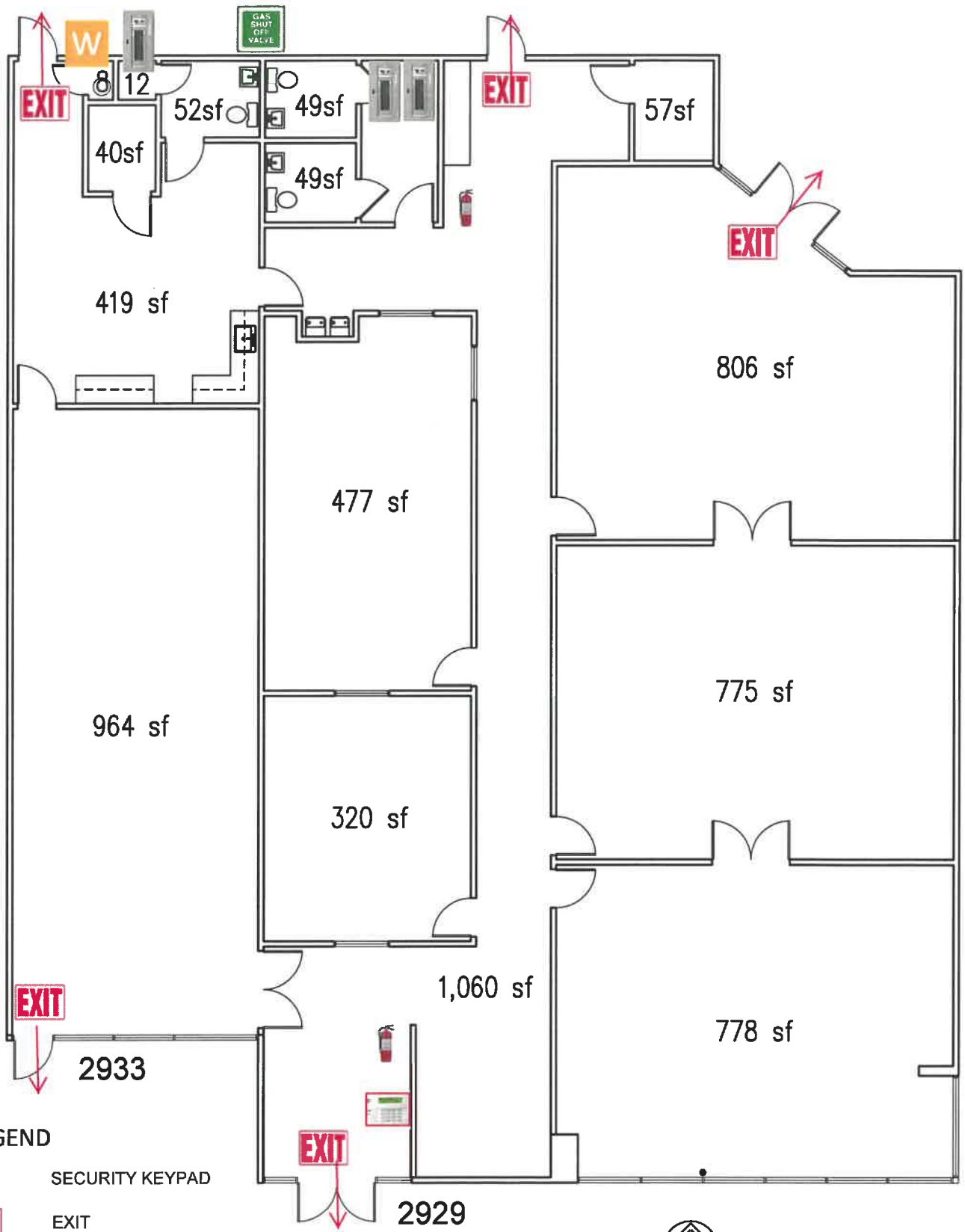
-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



NORTH

**ANAHEIM NORTH**  
 1169-1177 N. Euclid Ave  
 Anaheim, California  
 4,548 SF





**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



Anaheim West  
 2929 W. BALL ROAD  
 ANAHEIM, CALIFORNIA  
 5,916 SF

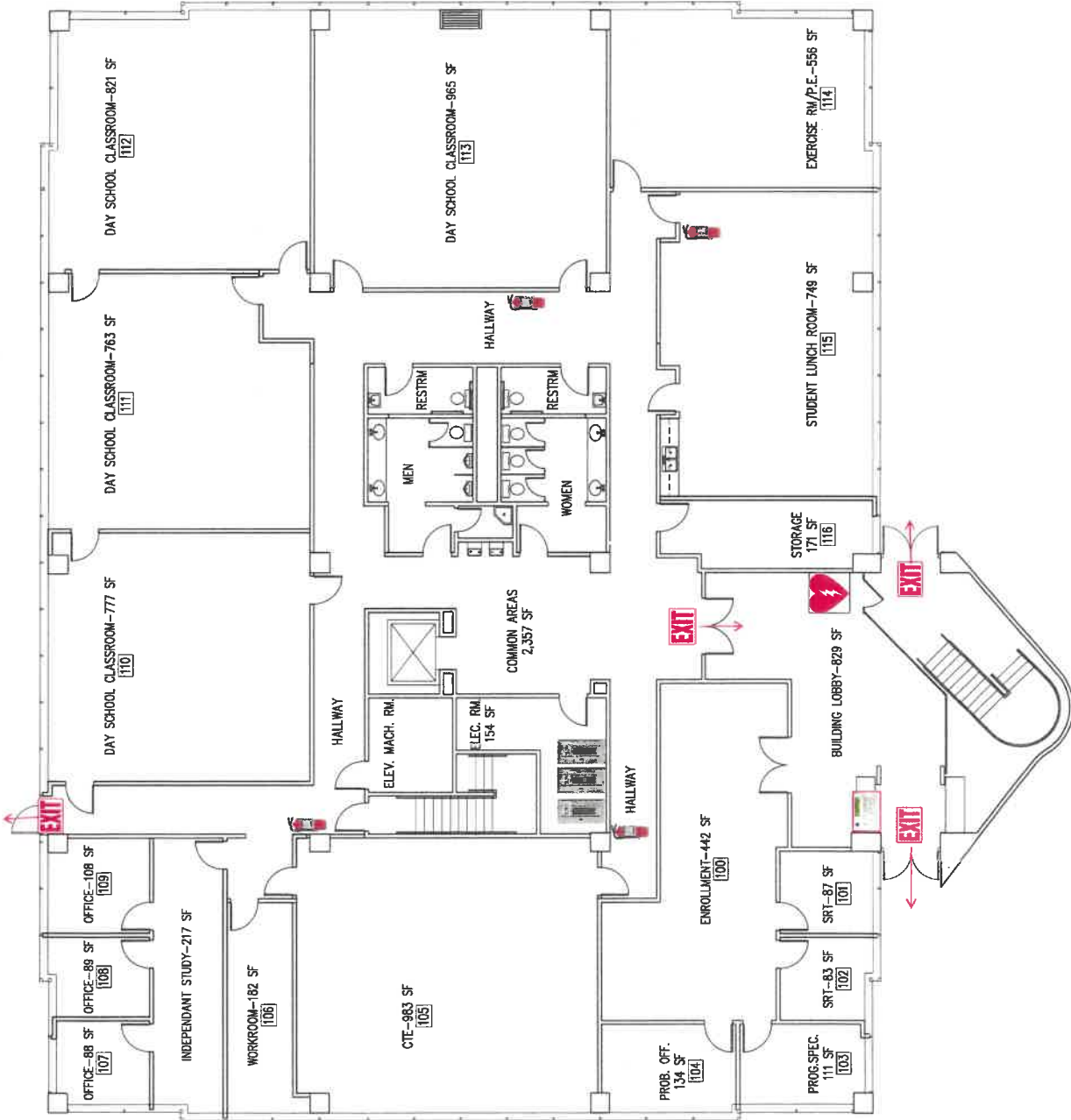
**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL
-  DEFIBRILLATOR



**Lewis Site**  
**601 LEWIS ST.**  
**ORANGE, CALIFORNIA**  
**10,809 SF**

**FIRST FLOOR**



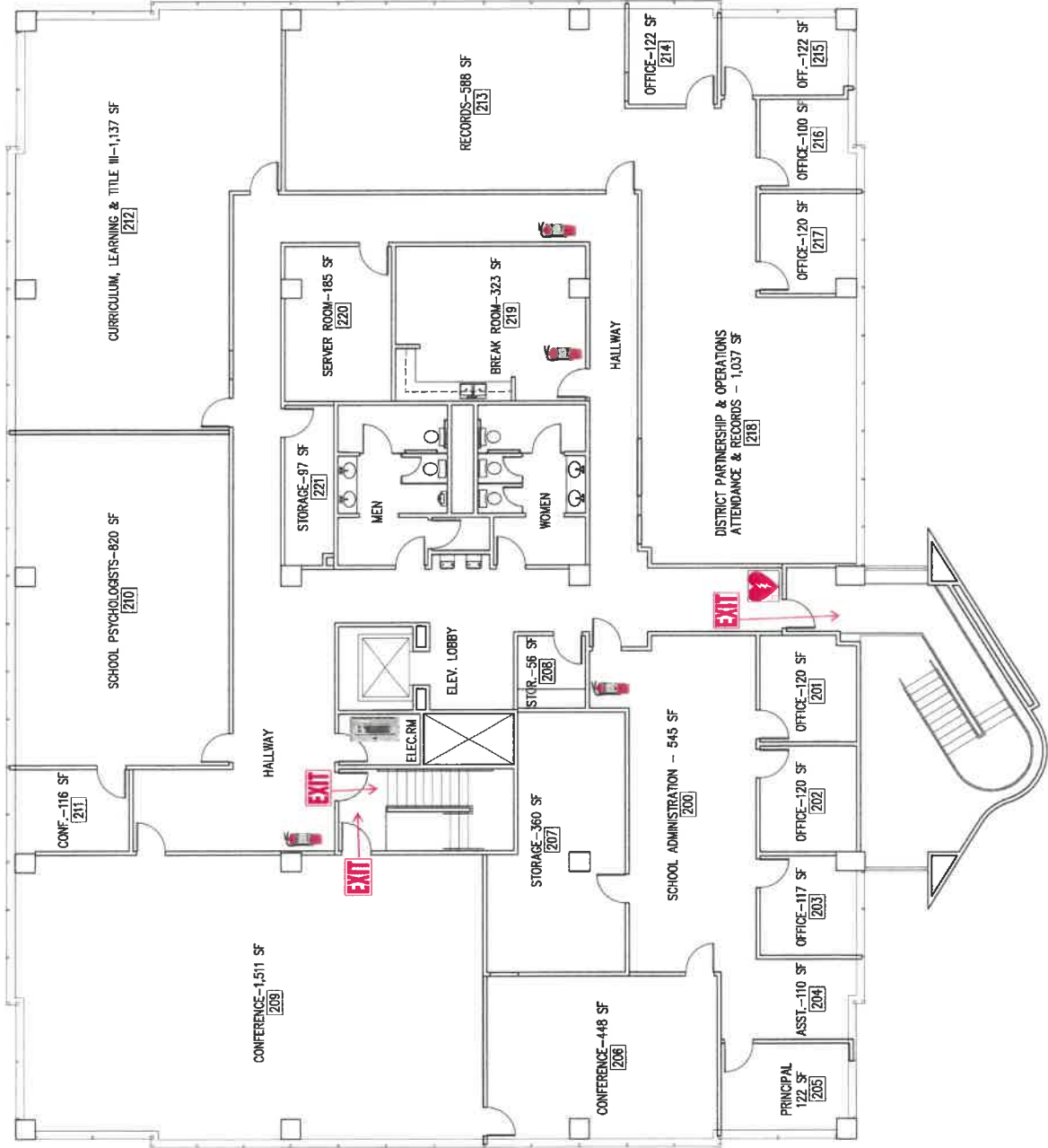
UTILITY SHUT-OFFS @ SIDEWALK





**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL
-  DEFIBRILLATOR

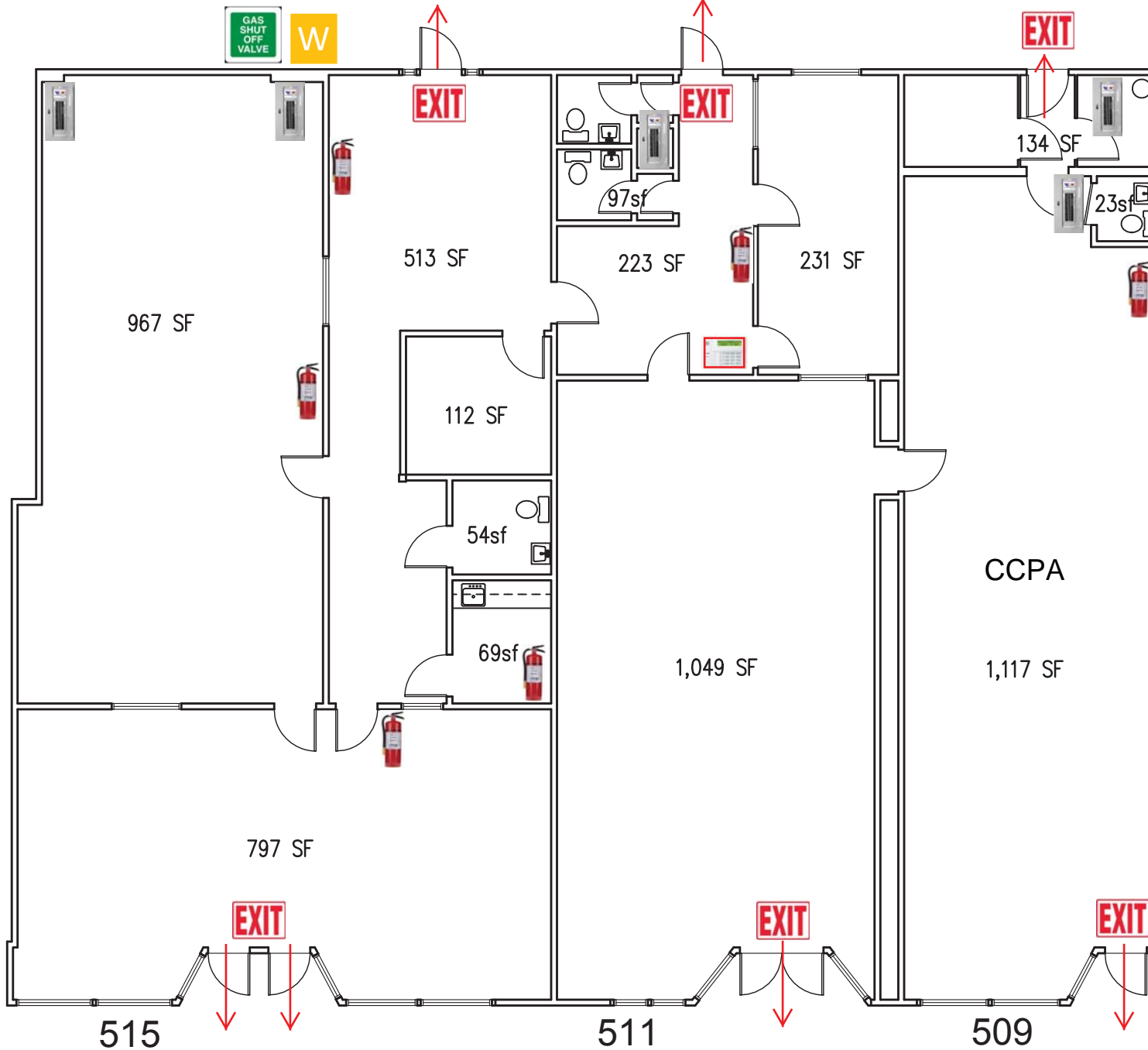


**Lewis Site**  
 601 LEWIS ST.  
 ORANGE, CALIFORNIA  
 10,273 SF

**SECOND FLOOR**









# Front Entrance

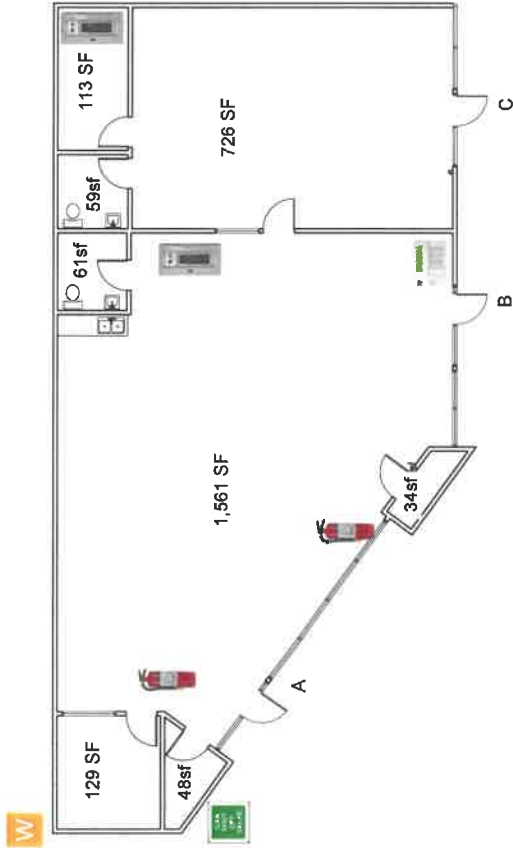
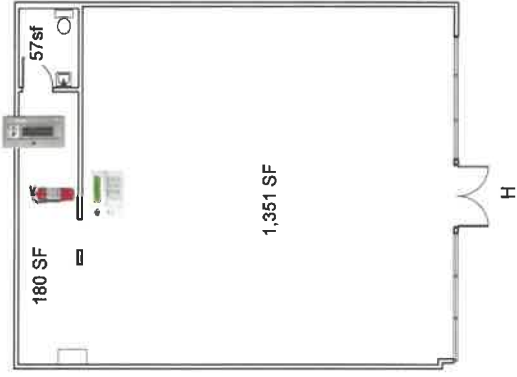
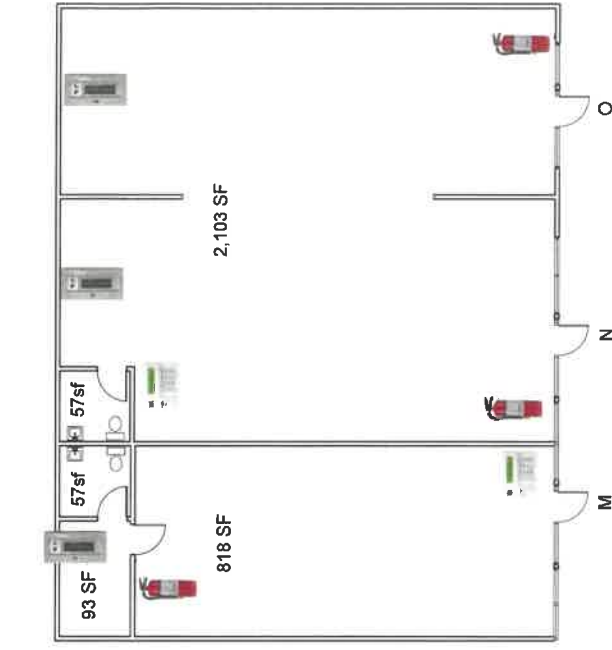


NORTH

CCPA 17th & Ross  
509 W. 17th STREET  
SANTA ANA. CALIFORNIA  
4,483 SF

## LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

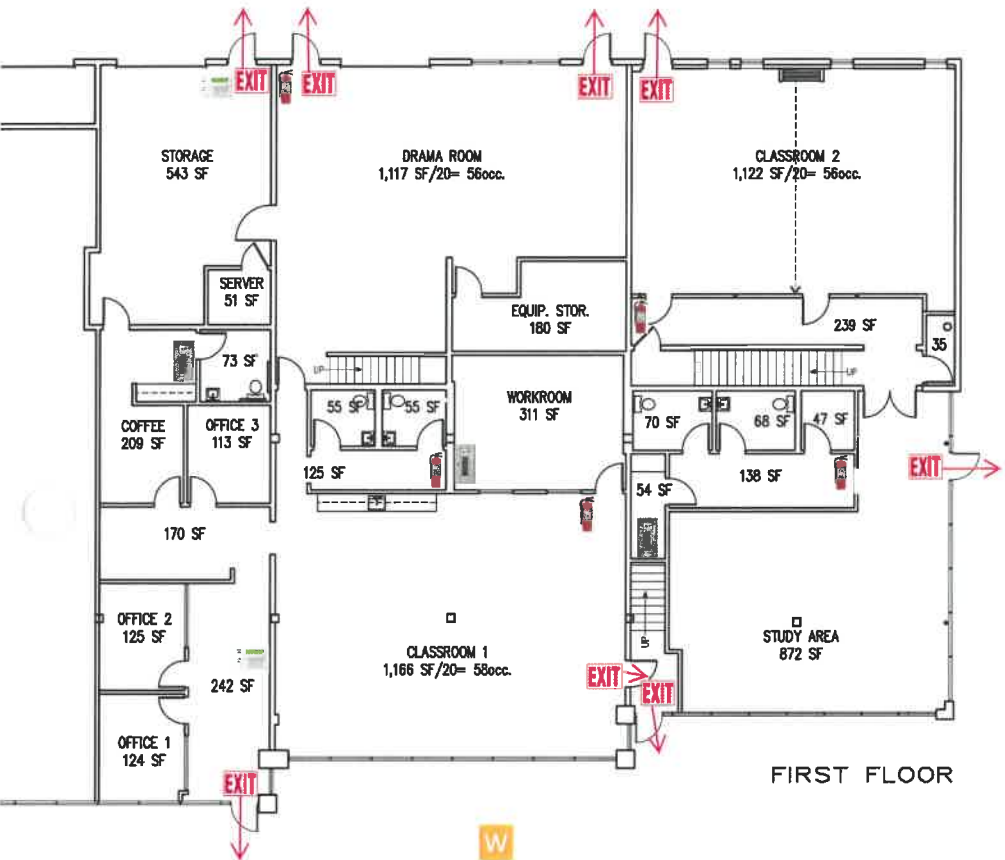


NORTH

**CENTURY DAY SCHOOL**  
**13252 Century Boulevard**  
**Garden Grove, California**  
**7,627 SF**

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

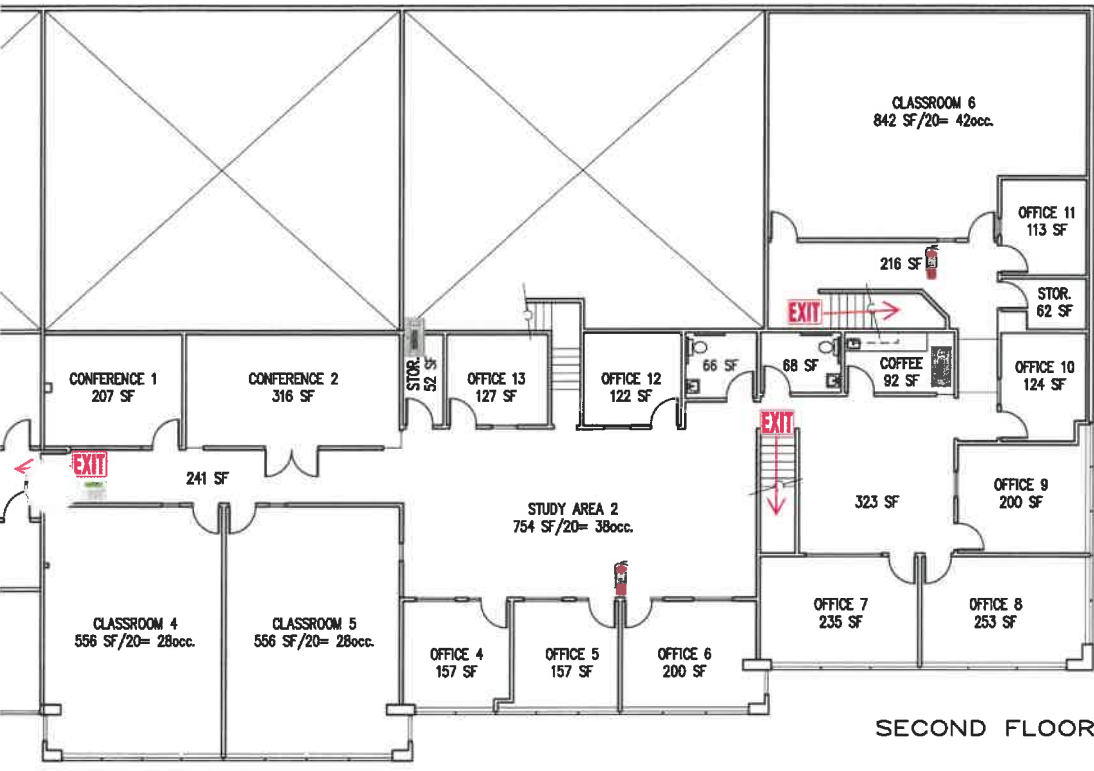


**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



Community Home Education Program (CHEP)  
 1st Floor  
 14262 FRANKLIN AVENUE  
 TUSTIN, CALIFORNIA  
 7,339 SF



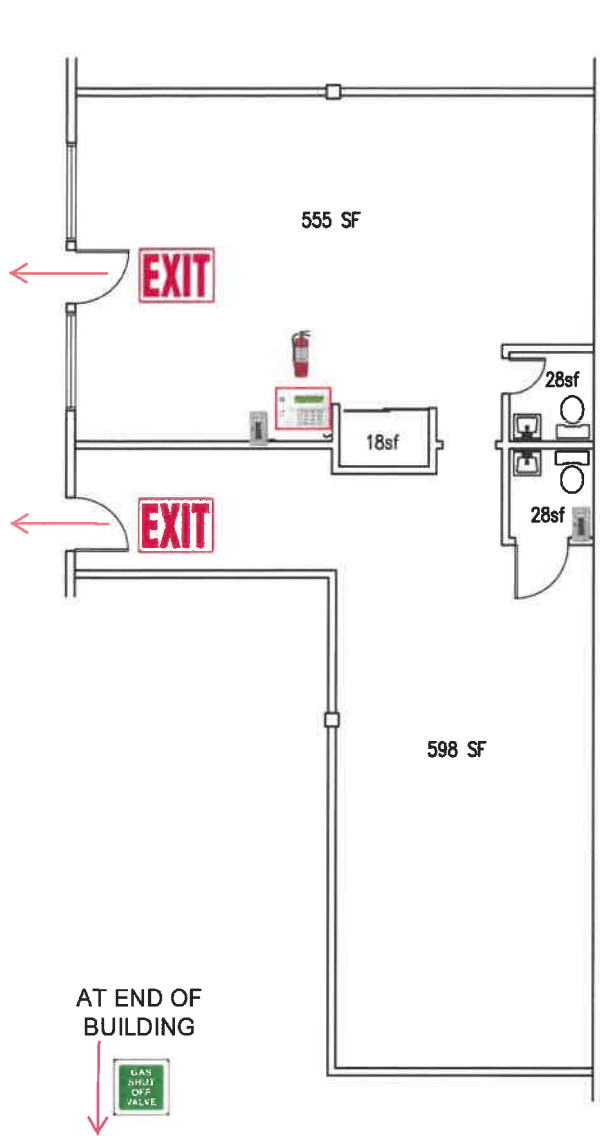
SECOND FLOOR

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



Community Home Education Program (CHEP)  
 2nd Floor  
 14262 FRANKLIN AVENUE  
 TUSTIN, CALIFORNIA  
 6,373 SF



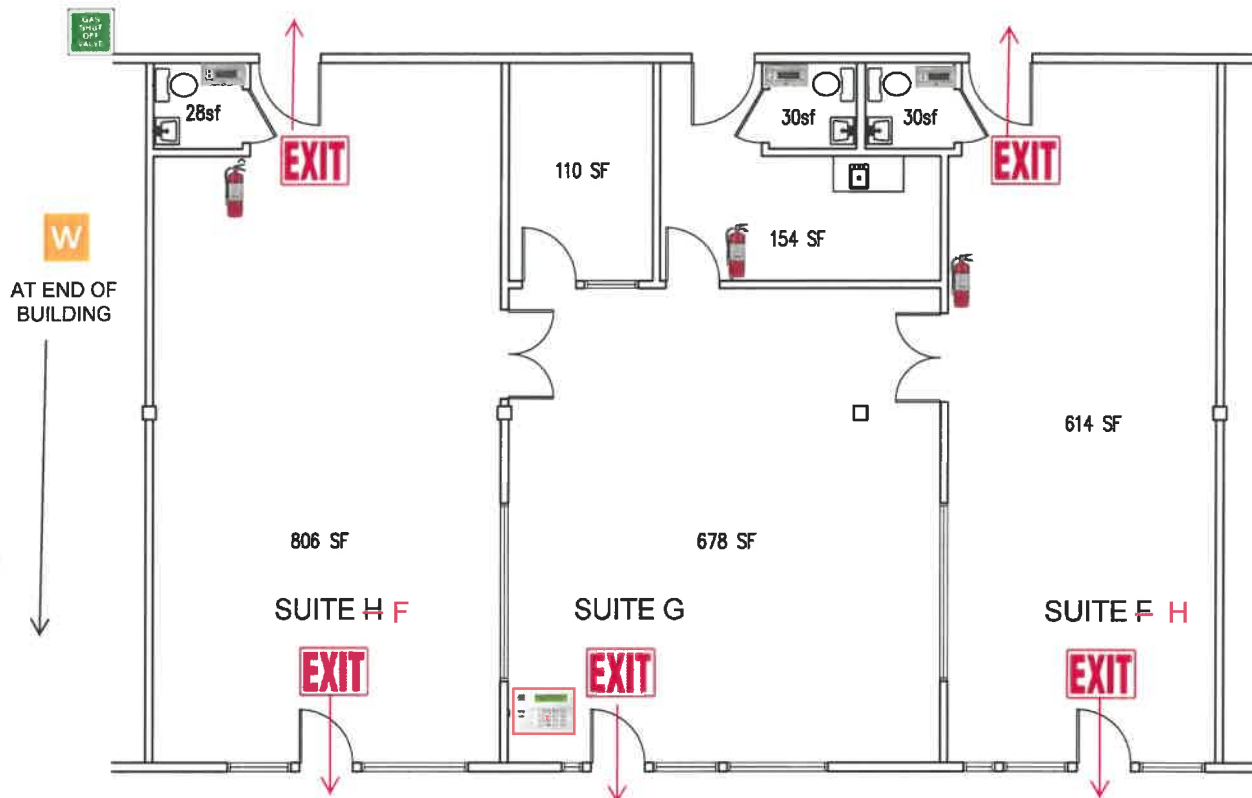
↑  
**W**  
 AT END OF BUILDING



Fountain Valley  
 9555 GARFIELD #B  
 FOUNTAIN VALLEY, CALIFORNIA  
 3,040 SF

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



**LEGEND**

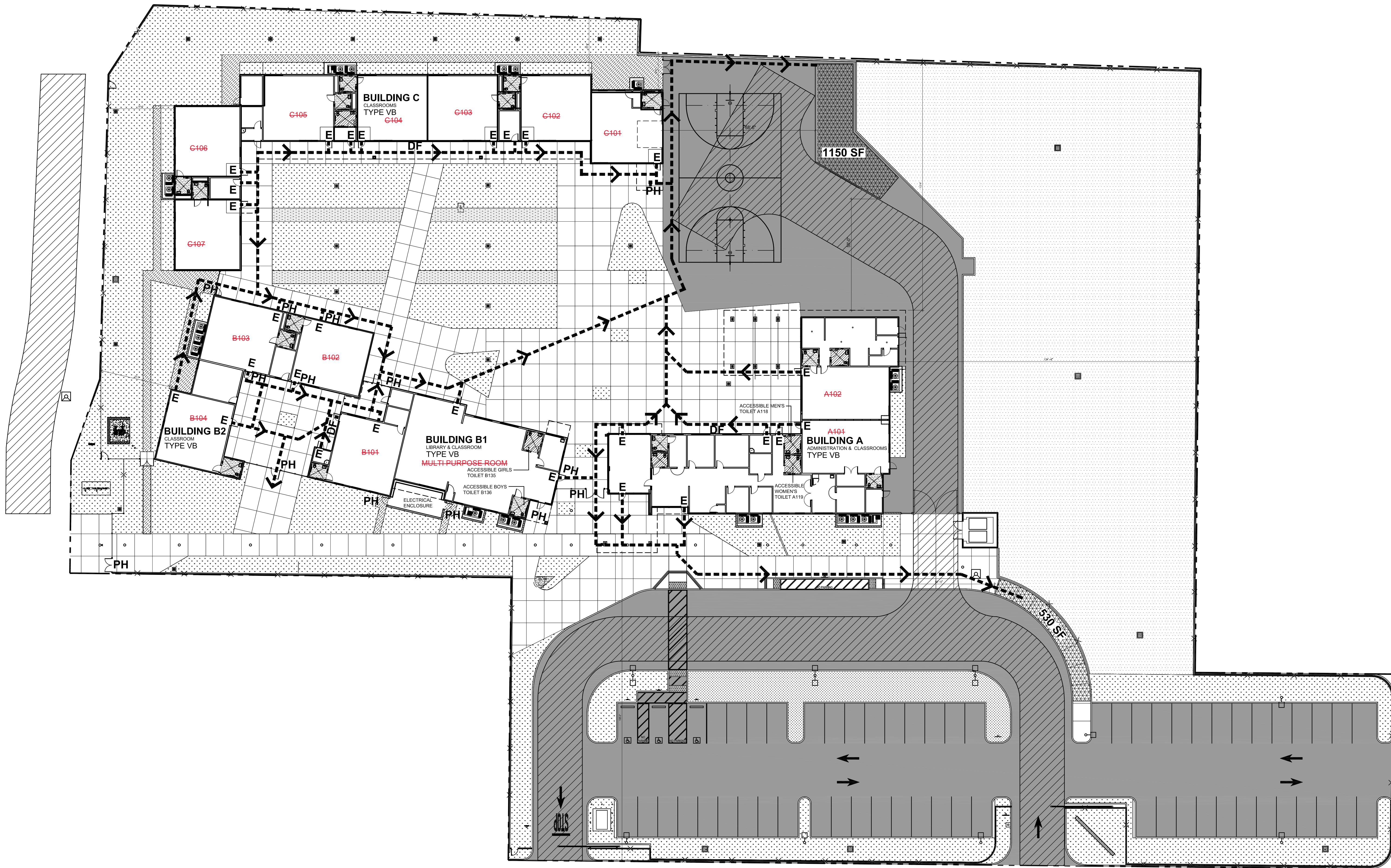
-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



NORTH

**FOUNTAIN VALLEY SITE**  
 9555 Garfield #F-G-H  
 Fountain Valley, California  
 3,040 SF





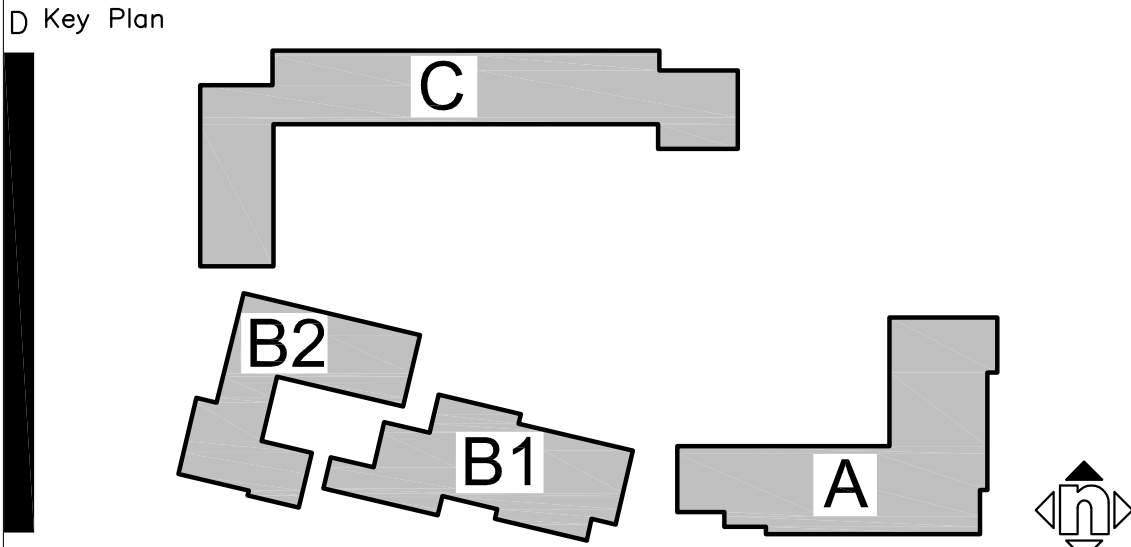
### BUILDING CODE SUMMARY

#### ACCESSIBLE PARKING TABULATION

STANDARD CAR STALLS	57
ACCESSIBLE STALLS	2
CAR ACCESSIBLE	2
VAN ACCESSIBLE	1
TOTAL CAR/VAN STALLS:	60

### SITE PLAN LEGEND

	PROPERTY LINE
	EXIT ROUTE
	STAFF RESTROOM
	STUDENT RESTROOM
	SAFE DISPERSAL AREA 330 STUDENTS MAXIMUM @1:5 SF = 1650 S.F. REQUIRED
<b>DF</b>	H-LOW DRINKING FOUNTAIN
<b>PH</b>	PANIC HARDWARE (SEE GATE AND DOOR SCHEDULE SHEET A6.1)
<b>E</b>	DESIGNATED EXIT



**SITE PLAN CODE ANALYSIS AND EXITING PLAN** C1  
1/20"=1'-0"

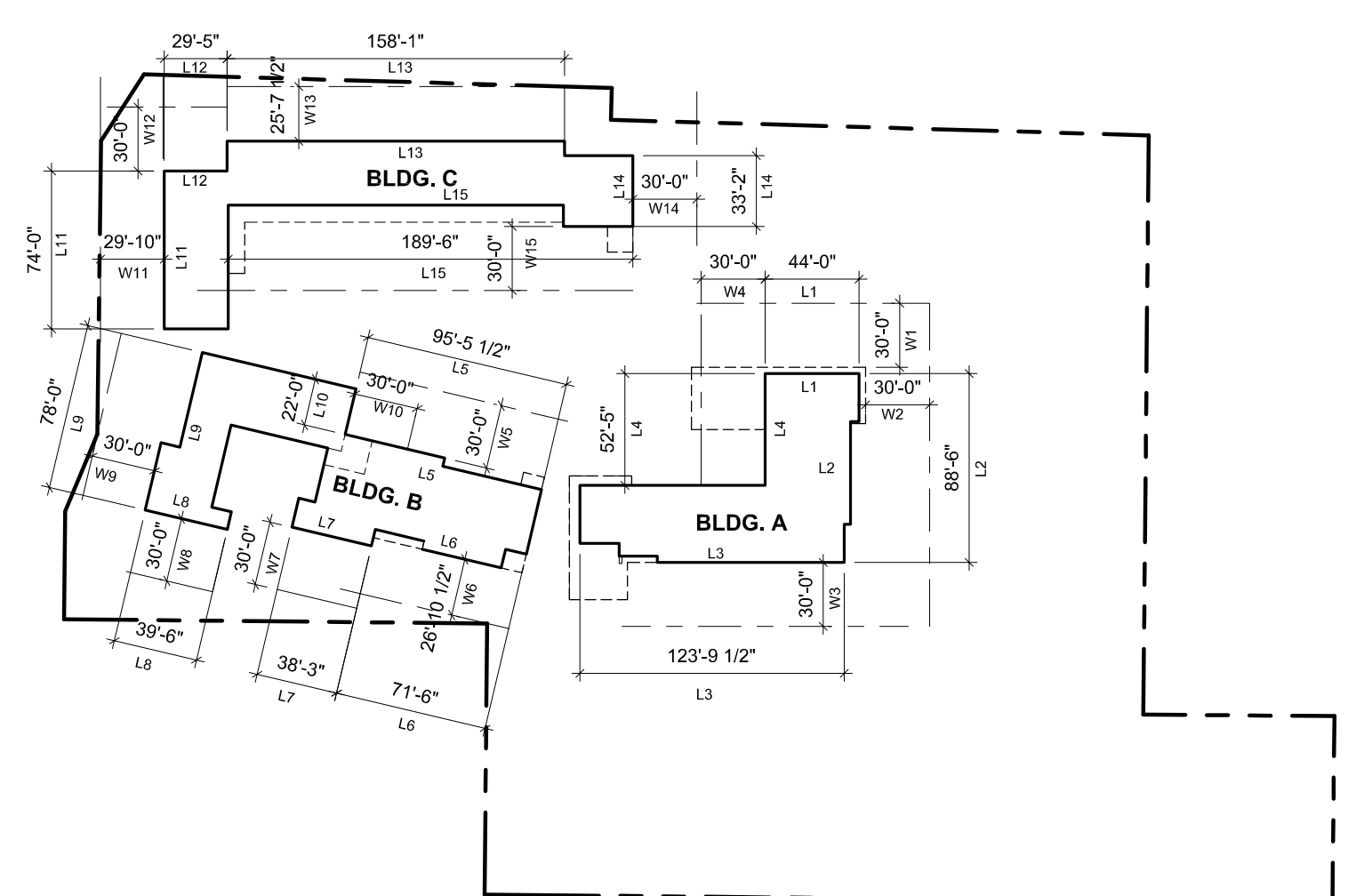
**HMC Architects**  
3546 Concourse Street / Ontario, CA 91764  
T 909 989 9979 / www.hmcarchitects.com

Project Title: **COMMUNITY SCHOOL NUMBER 9**  
1240 N. HARBOR BOULEVARD  
ANAHEIM, CA 92801  
ORANGE COUNTY DEPARTMENT OF ED  
200 KALMUS DRIVE  
COSTA MESA, CA 92628

No.	Description	Date	No.	Description	Date

Drawing Title: **SITE PLAN CODE ANALYSIS AND EXITING PLAN**

Architect's Seal 	Designed: -	Project No. 332700800
	Drawn: DU, LS	Scale: As indicated
QAQC: MJ	Drawing No. <b>A0.1</b>	Date: 08/30/19



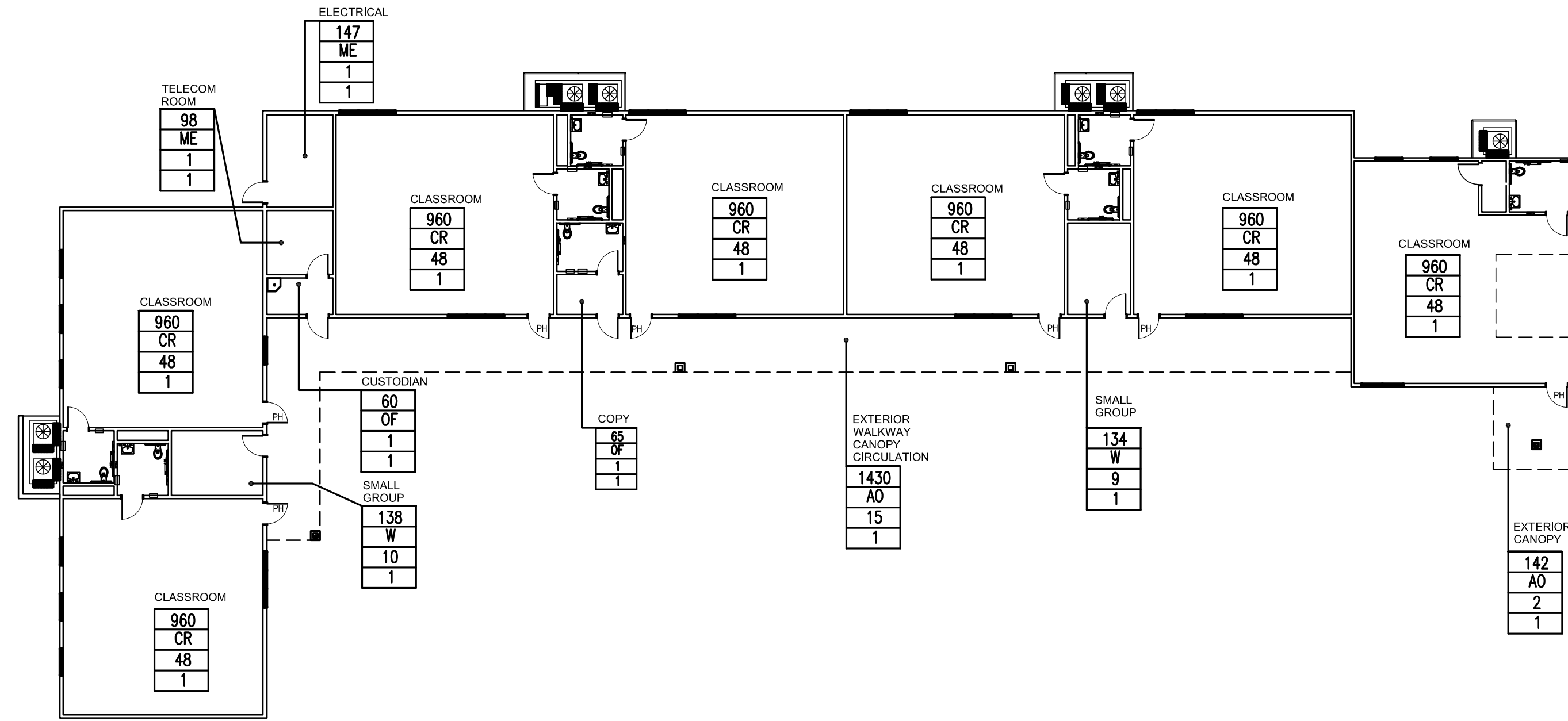
### BUILDING CODE ANALYSIS

BUILDING CLASSIFICATION CBC CHAPTER 3	OCCUPANCY SEPARATION CBC SECTION 508	ACTUAL BUILDING FLOOR AREA (SQ. FT.)	OCCUPANCY SEPARATION CBC SECTION 508	AUTOMATIC FIRE SPRINKLER SYSTEM CBC 903.2	TYPE OF CONSTRUCTION CBC CHAPTE 6	ALLOWABLE BLDG. HT. IN FEET CBC TABLE 504.3	ALLOWABLE # OF STORIES CBC TABLE 504.4	BUILDING EVALUATED AS MIXED USE WITH NON-SEPARATED OCCUPANCIES CBC TABLE 508.3
BUILDING A • ADMIN. OFFICE, CLASSROOMS, FOOD SERVICE AND LUNCH SHELTER	A-2, B, E	8,492 A-2: 1,988 B: 4,458 E: 2,046	- CBC 508.3.1 & 508.3.2 ALLOWABLE BUILDING AREA AND HEIGHT OF THE BUILDING SHALL BE BASED ON THE MOST RESTRICTIVE ALLOWANCES FOR THE OCCUPANCY GROUP A	YES	V-B	OCCUPANCY: A-2/A-3 S (WITH AREA INCREASE) 40'-0"	OCCUPANCY: A-2/A-3 S (WITH AREA INCREASE) 1	OCCUPANCIES WITHIN BUILDING - GROUP A-2, A-3, B & E TABLE 506.2 ALLOWABLE AREA FACTOR IN MOST RESTRICTIVE OCCUPANCY CLASSIFICATION A-2/A-3 (S): A-2/A-3: 24,000 SF CBC 506.3 FRONTAGE INCREASE CBC 506.3.2 MINIMUM FRONTAGE DISTANCE $W = (L1xW1 + L2xW2 + L3xW3 + L4xW4) + (L5xW5 + L6xW6 + L7xW7 + L8xW8 + L9xW9 + L10xW10) + (L11xW11 + L12xW12 + L13xW13 + L14xW14 + L15xW15) / F$ $W = (44.01x30 + 88.5x30 + 123.78x30 + 52.42x30) + (95.46x30 + 71.5x26.87 + 38.26x30 + 39.48x30 + 78X30 + 22x30) + (174x29.84 + 29.4x30 + 158.1x25.63 + 33.17x30 + 189.5x30) / 1137.58$ $= 33185.86 / 1137.58 = 29.17$ $If = [F/P - 0.25]W/30$ $If = [1137.58/1863.50 - 0.25] 29.17/30 = [0.61 - 0.25] 97 = .35$ ALLOWABLE AREA - MOST RESTRICTIVE USE A-2/A-3 = 24,000 x 1.35 = 32,400 SF ALLOWABLE AREA 32,400 SF > ACTUAL 26,156 = OK
BUILDING B • CLASSROOMS AND LIBRARY	A-3, E	8,073 A-3: 961 E: 7,112				21'-6" (OK)	1 (OK)	
BUILDING C • CLASSROOMS	E	9,591	- CBC 508.3.3 NO SEPARATION IS REQ'D BETWEEN NONSEPARATED OCCUPANCIES					
TOTAL SQUARE FOOTAGE (INCLUDING COVERED AREAS)		<b>26,156</b>						

**CODE ANALYSIS SITE DIAGRAM** A4  
1"=80'-0"

**CODE ANALYSIS** A1

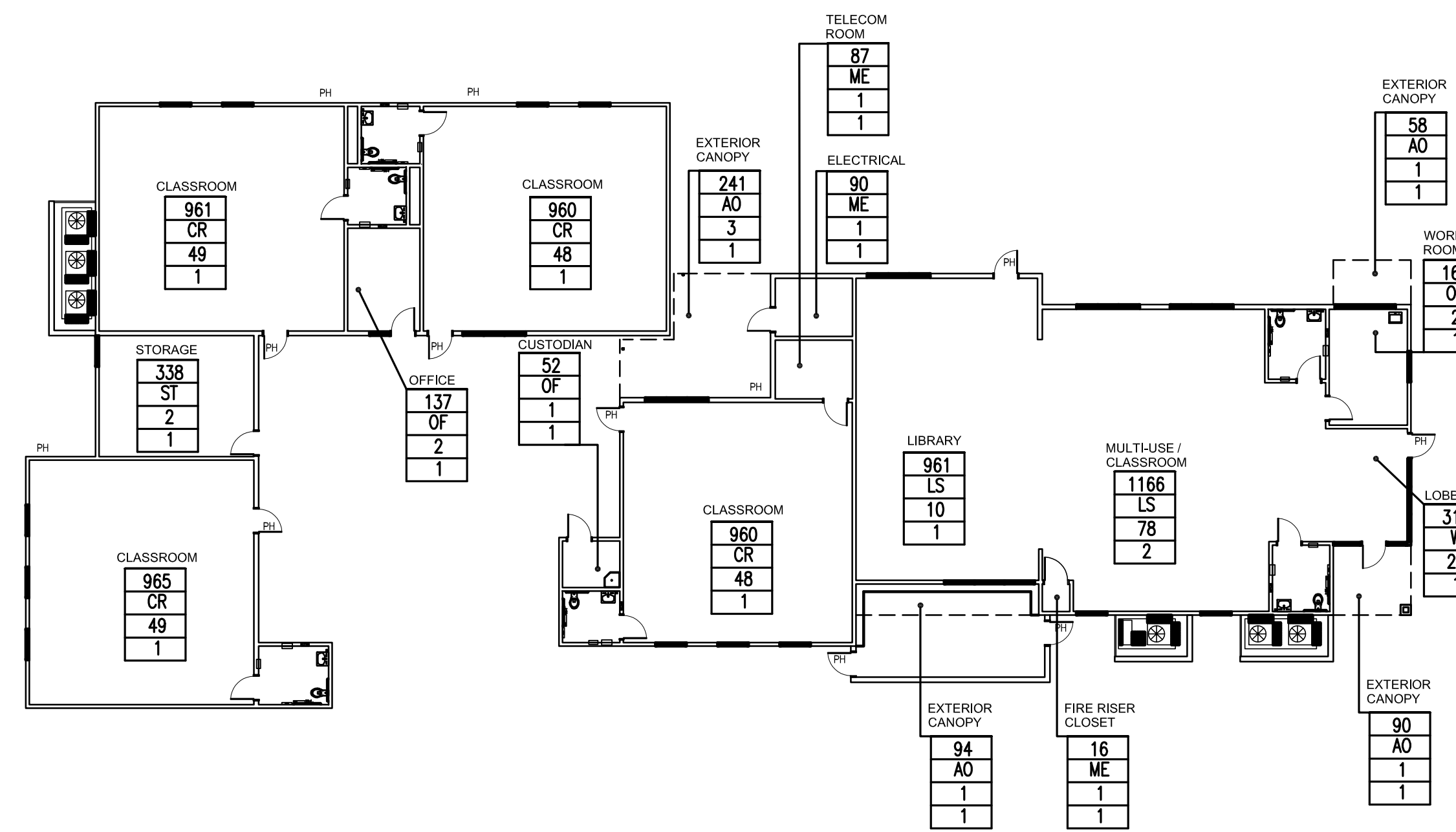




BUILDING C CODE ANALYSIS PLAN

G1

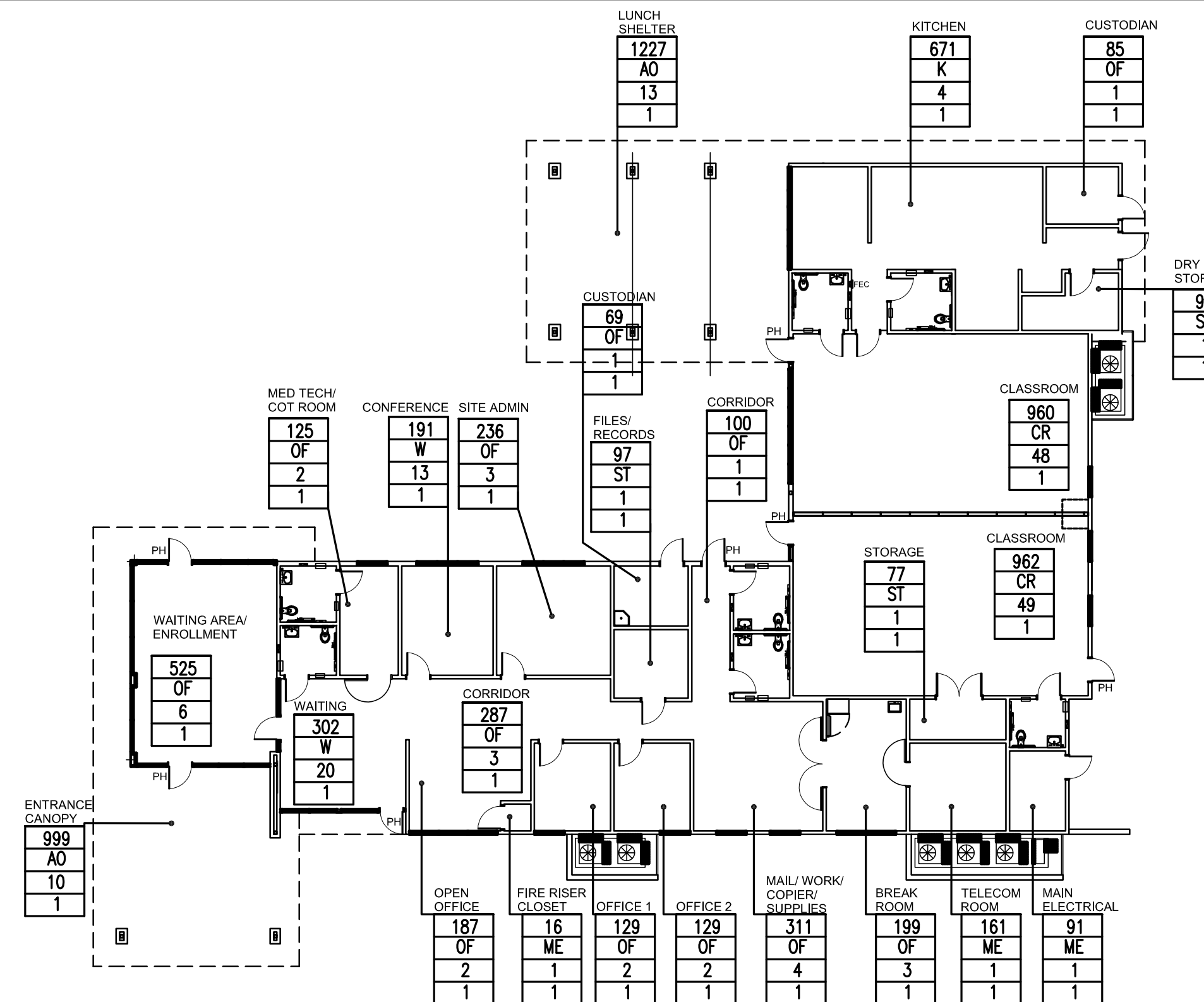
1/16"=1'-0"



BUILDING B1 & B2 CODE ANALYSIS PLAN

C1

1/16"=1'-0"



BUILDING A CODE ANALYSIS PLAN

A1

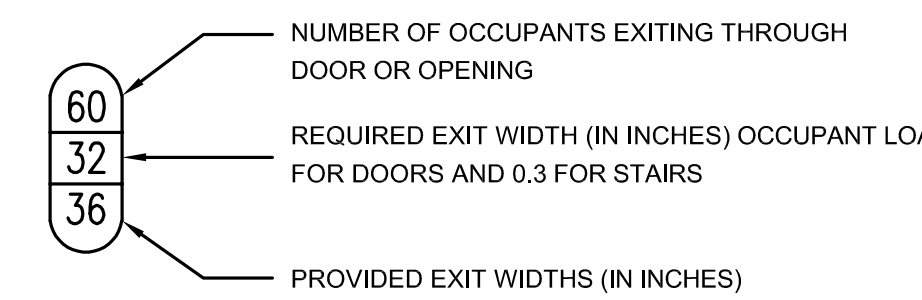
1/16"=1'-0"

ROOM USE LEGEND

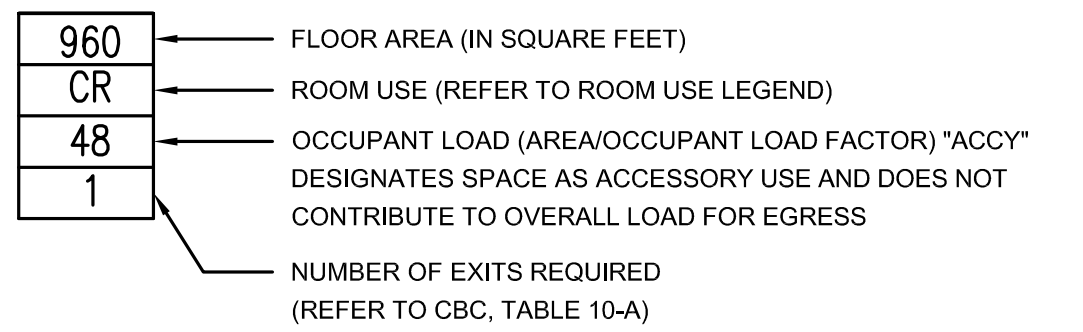
TABLE 1004.1.1 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

ROOM USE	2 EXITS REQ'D FOR	OCCUPANT LOAD FACTOR
W = WAITING / CONFERENCE	50	15
CR = CLASSROOM	50	20
K = KITCHEN	30	200
LS = LIBRARY STACKS	50	100
ME = MECH/ELEC EQUIP RM	30	300
OF = OFFICE	30	100
ST = STORAGE	30	300
AO = ALL OTHERS	50	100

SYMBOL DESCRIPTION

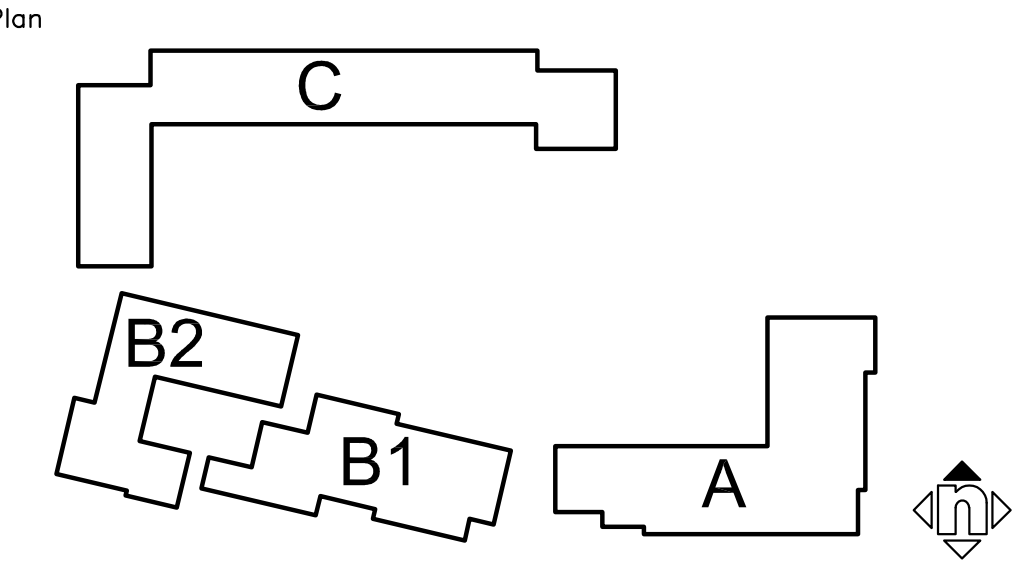


60 NUMBER OF OCCUPANTS EXITING THROUGH DOOR OR OPENING  
 32 REQUIRED EXIT WIDTH (IN INCHES) OCCUPANT LOAD X 0.2 FOR DOORS AND 0.3 FOR STAIRS  
 36 PROVIDED EXIT WIDTHS (IN INCHES)



960 FLOOR AREA (IN SQUARE FEET)  
 CR ROOM USE (REFER TO ROOM USE LEGEND)  
 48 OCCUPANT LOAD (AREA/OCCUPANT LOAD FACTOR) "ACCY" DESIGNATES SPACE AS ACCESSORY USE AND DOES NOT CONTRIBUTE TO OVERALL LOAD FOR EGRESS  
 1 NUMBER OF EXITS REQUIRED (REFER TO CBC, TABLE 10-A)

D.F. H-Low DRINKING FOUNTAIN  
 PH PANIC HARDWARE



D Key Plan

HMC Architects

3546 Concourse Street / Ontario, CA 91764  
 T 909 989 9979 / www.hmcarchitects.com

Project Title: COMMUNITY SCHOOL NUMBER 9  
 1240 N. HARBOR BOULEVARD ANAHEIM, CA 92801  
 ORANGE COUNTY DEPARTMENT OF ED 200 KALMUS DRIVE COSTA MESA, CA 92628

No.	Description	Date	No.	Description	Date

Drawing Title: BUILDING CODE ANALYSIS PLANS

Architect's Seal	Designed: -	Project No. 332700800
	Drawn: DU, LS	Scale: As indicated
	QA/QC: MJ	Drawing No. A0.2
Date: 08/30/19		

09 08 07 06 05 04 03 02 01




09 08 07 06 05 04 03 02 01

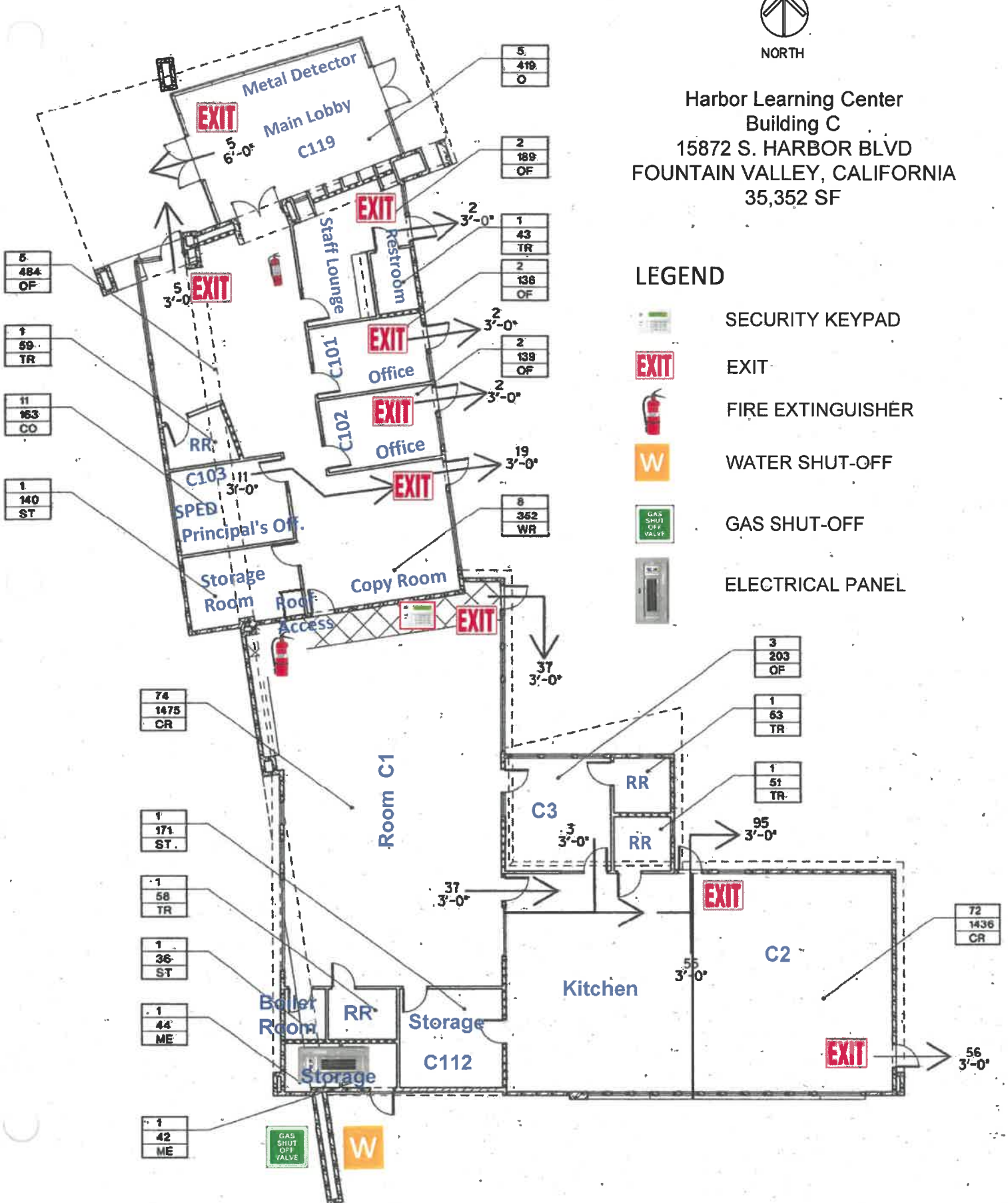


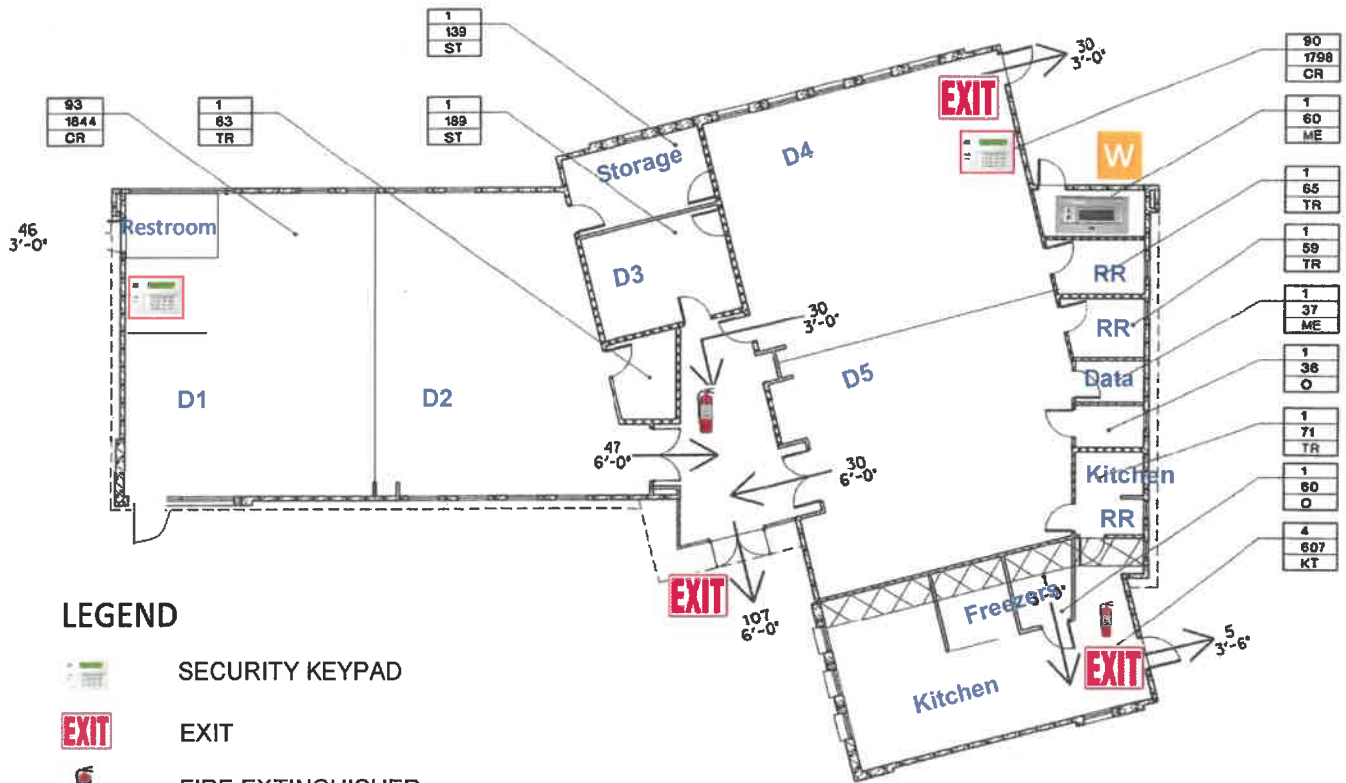
NORTH

Harbor Learning Center  
Building C  
15872 S. HARBOR BLVD  
FOUNTAIN VALLEY, CALIFORNIA  
35,352 SF

### LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF VALVE
-  ELECTRICAL PANEL





**LEGEND**







-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



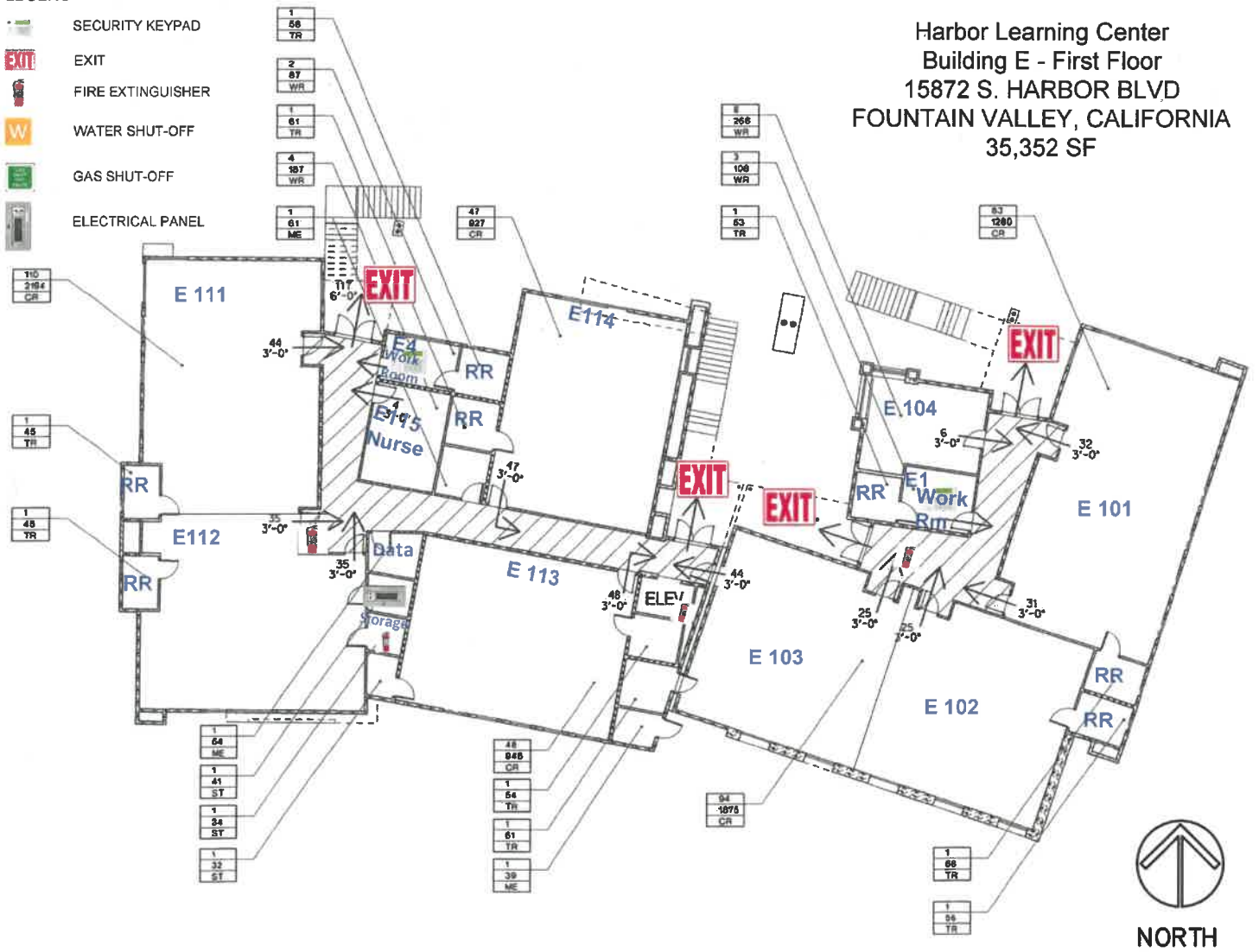
NORTH

Harbor Learning Center  
 Building D  
 15872 S. HARBOR BLVD  
 FOUNTAIN VALLEY, CALIFORNIA  
 35,352 SF

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

Harbor Learning Center  
 Building E - First Floor  
 15872 S. HARBOR BLVD  
 FOUNTAIN VALLEY, CALIFORNIA  
 35,352 SF

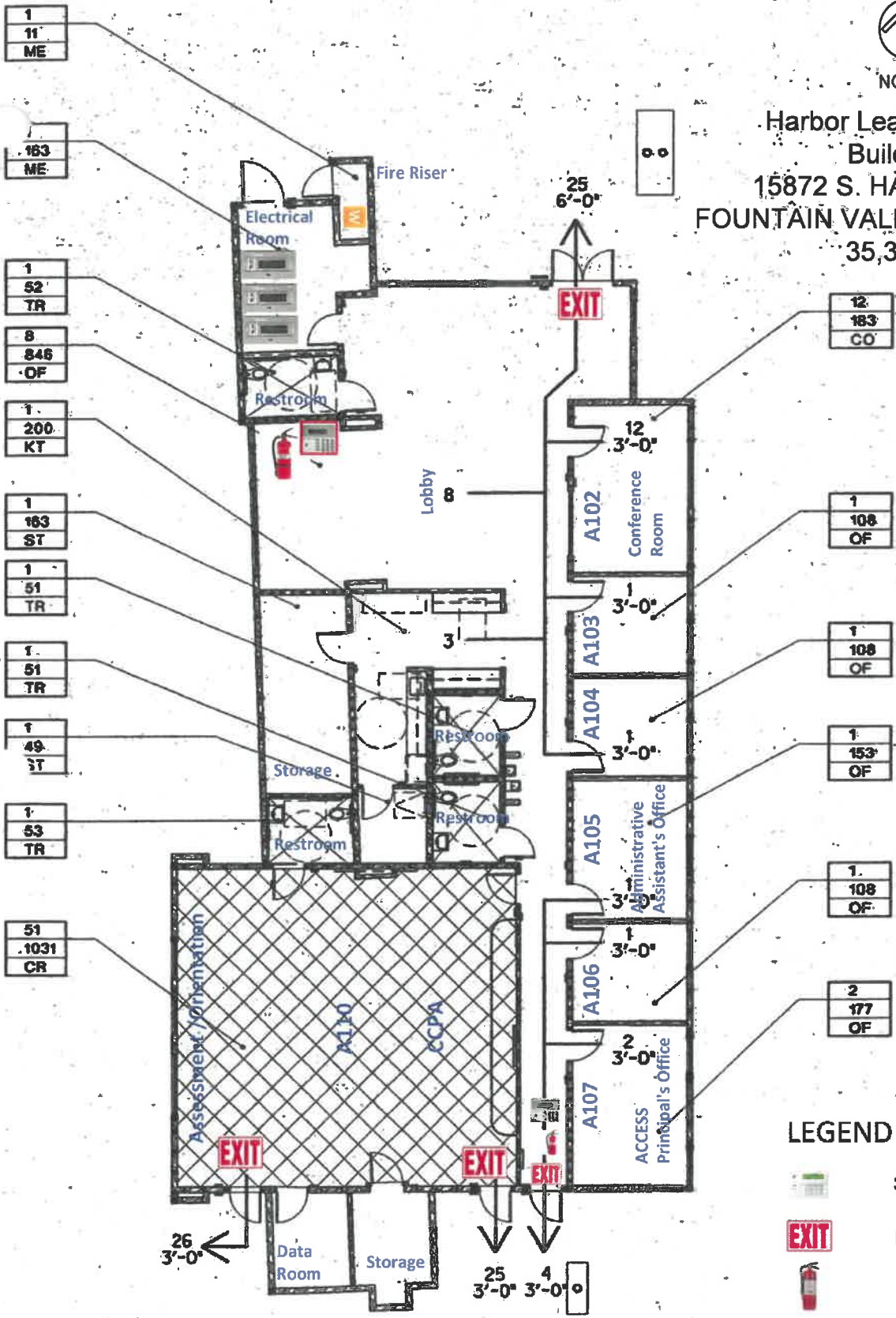






NORTH

Harbor Learning Center  
Building A  
15872 S. HARBOR BLVD  
FOUNTAIN VALLEY, CALIFORNIA  
35,352 SF.



1  
11  
ME

183  
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OF

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OF

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153  
OF

1  
108  
OF

2  
177  
OF

LEGEND



SECURITY KEYPAD



EXIT



FIRE EXTINGUISHER



WATER SHUT-OFF



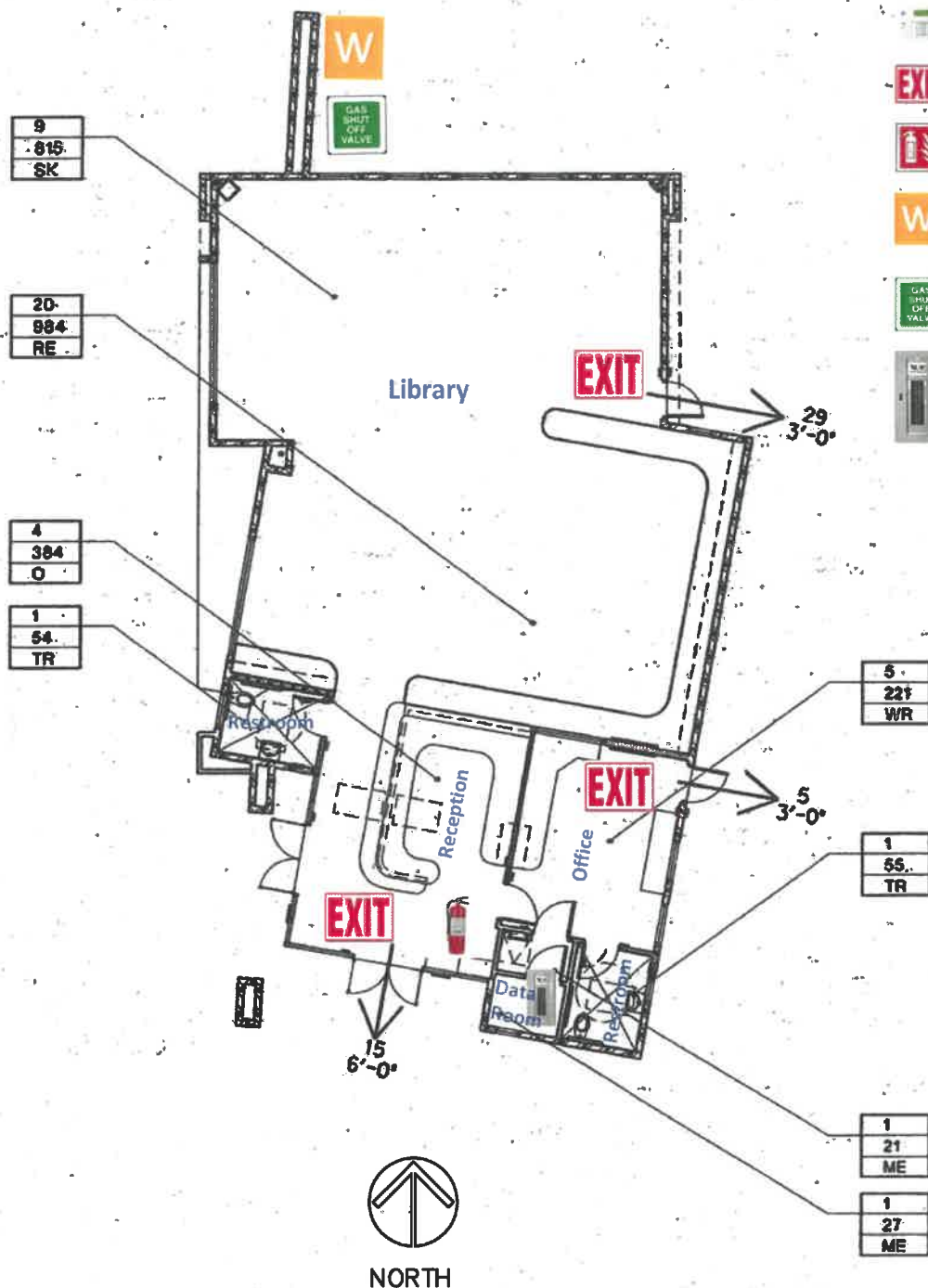
GAS SHUT-OFF



ELECTRICAL PANEL

# LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

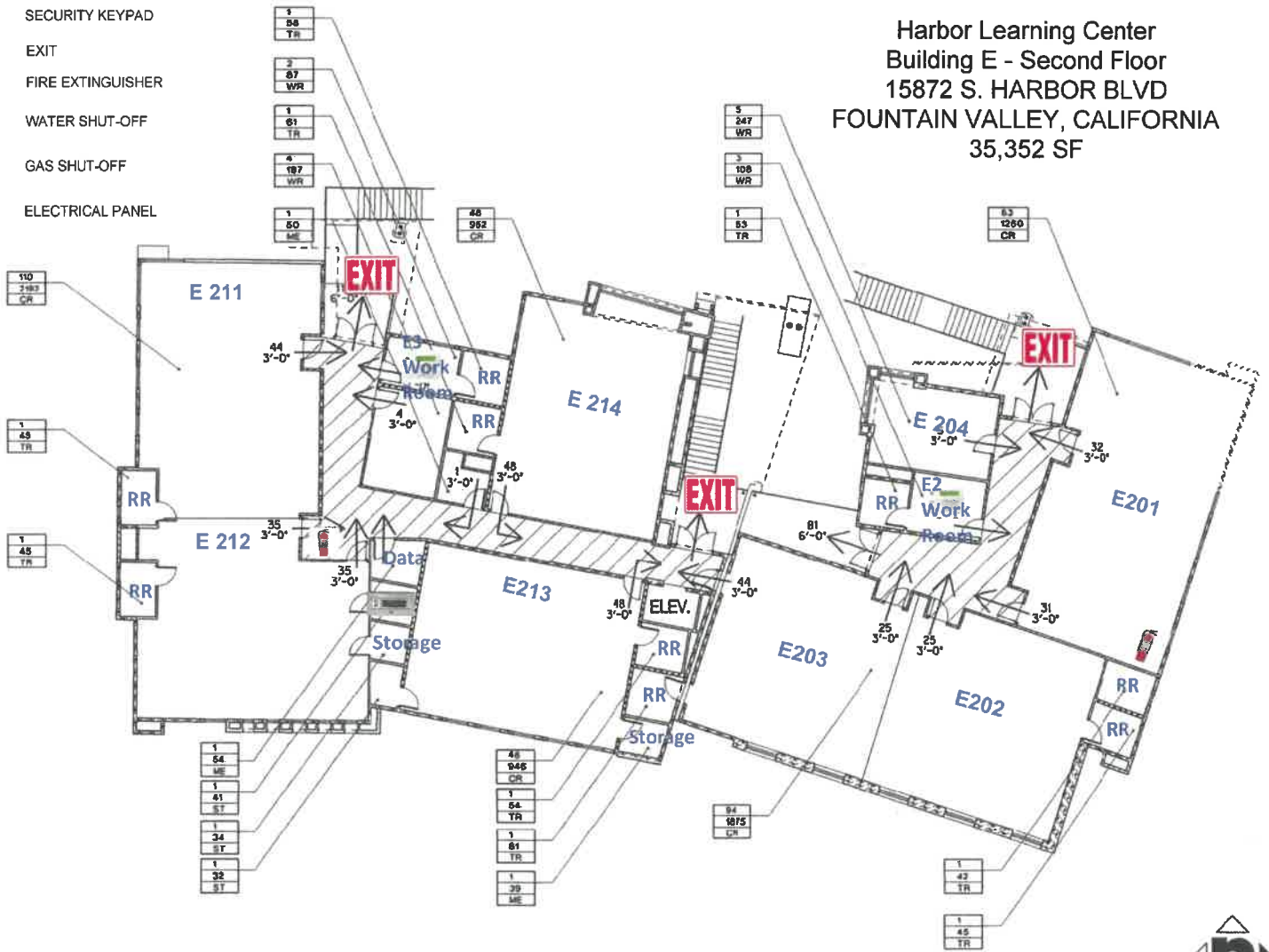


Harbor Learning Center  
 Building B  
 15872 S. HARBOR BLVD  
 FOUNTAIN VALLEY, CALIFORNIA  
 35,352 SF

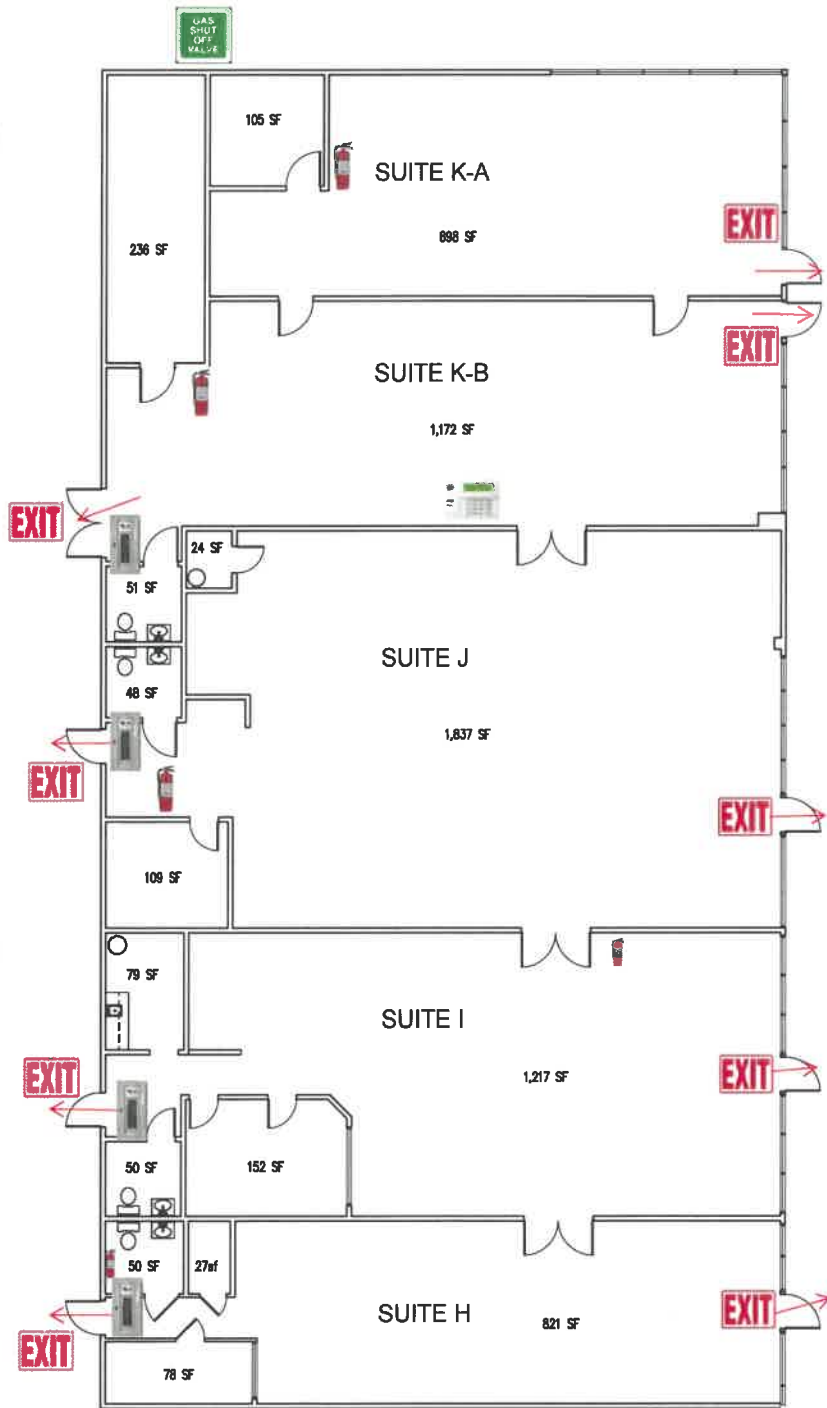
**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

**Harbor Learning Center**  
**Building E - Second Floor**  
**15872 S. HARBOR BLVD**  
**FOUNTAIN VALLEY, CALIFORNIA**  
**35,352 SF**





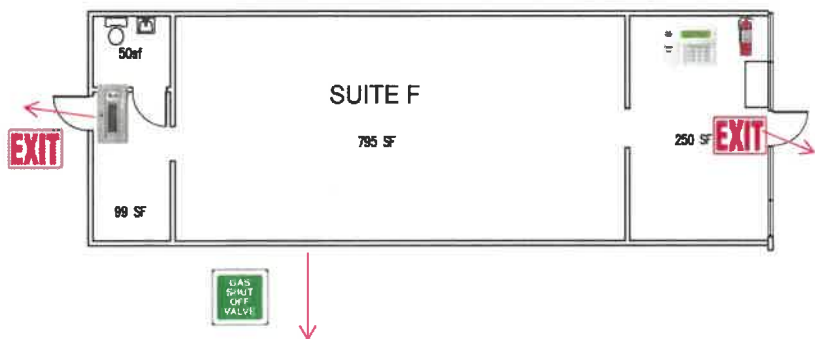


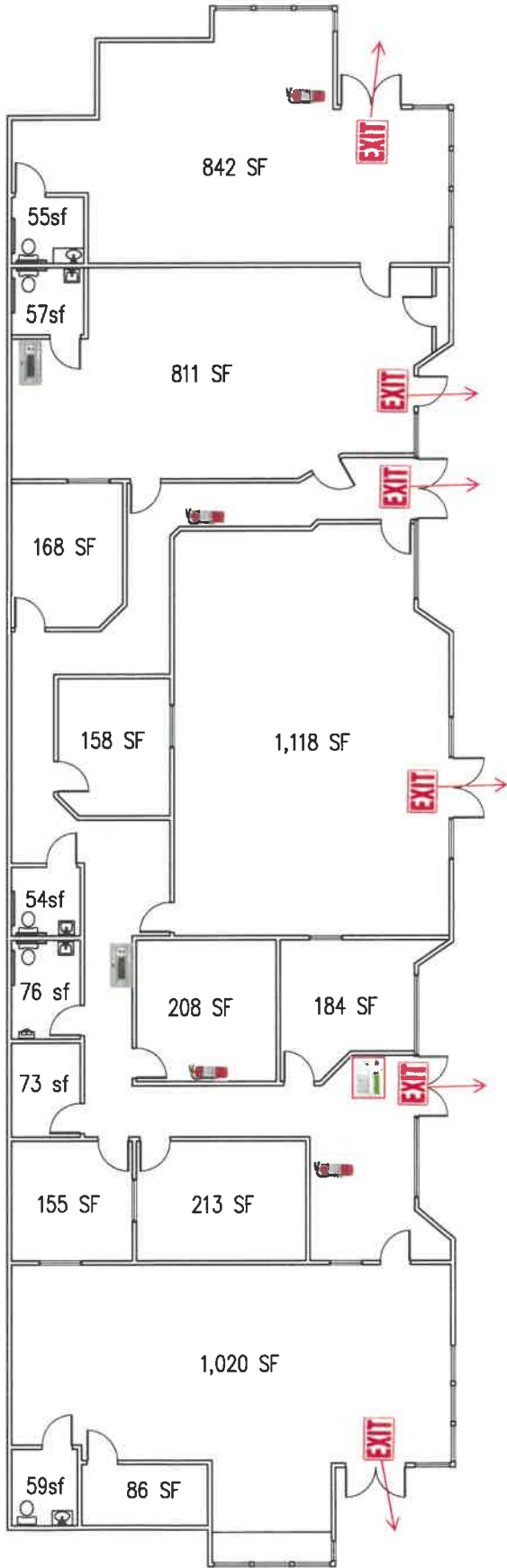
NORTH

LA HABRA SITE  
 1261. Harbor Blvd #F-H-I-J-K  
 La Habra, California 8,138 SF

LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



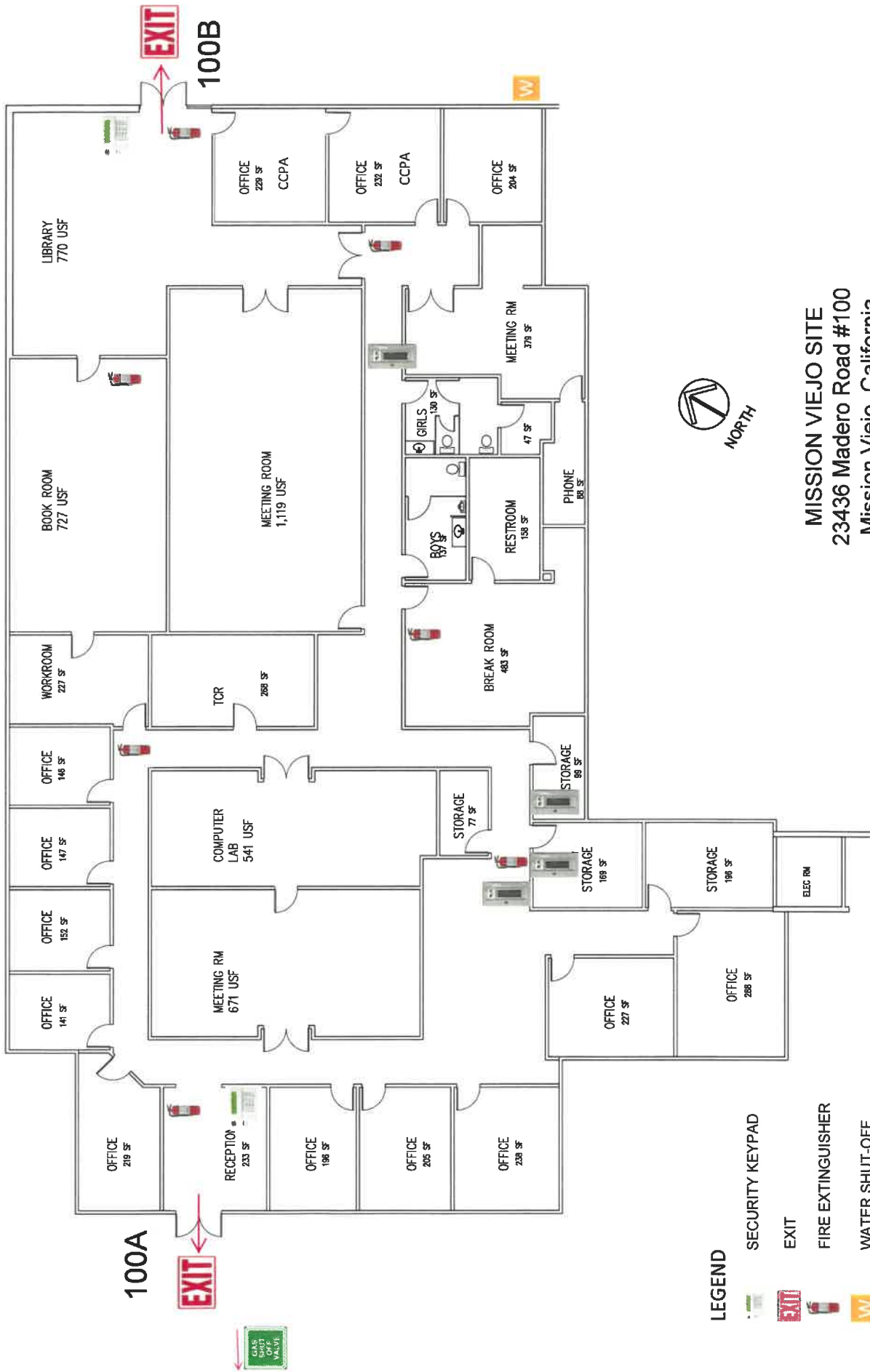


NORTH

**MAGNOLIA LEARNING CENTER**  
**13110 Magnolia Street #A, B, and E**  
**Garden Grove, California**  
**8,903 SF**

**LEGEND**

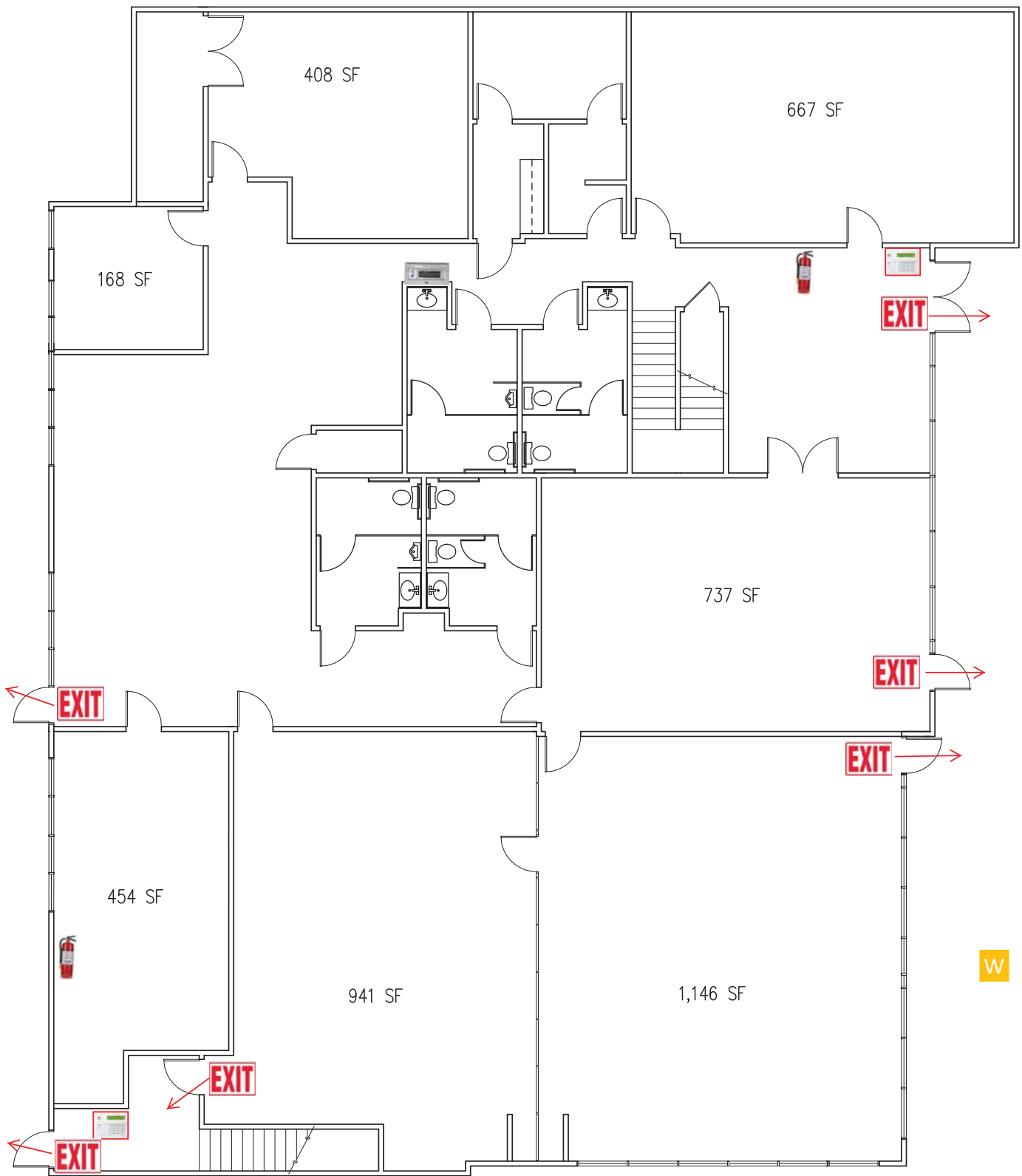
-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL









**MISSION VIEJO SITE**  
 23436 Madero Road #100  
 Mission Viejo, California  
 11,110 sf

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL



**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF VALVE
-  ELECTRICAL PANEL



NORTH

PCHS - 1st Floor  
 14262 Franklin Avenue  
 Tustin, California  
 10,685 SF



NORTH

PCHS - 2nd Floor  
14262 FRANKLIN AVENUE  
TUSTIN, CALIFORNIA  
10,685 SF

### LEGEND



SECURITY KEYPAD



EXIT



FIRE EXTINGUISHER



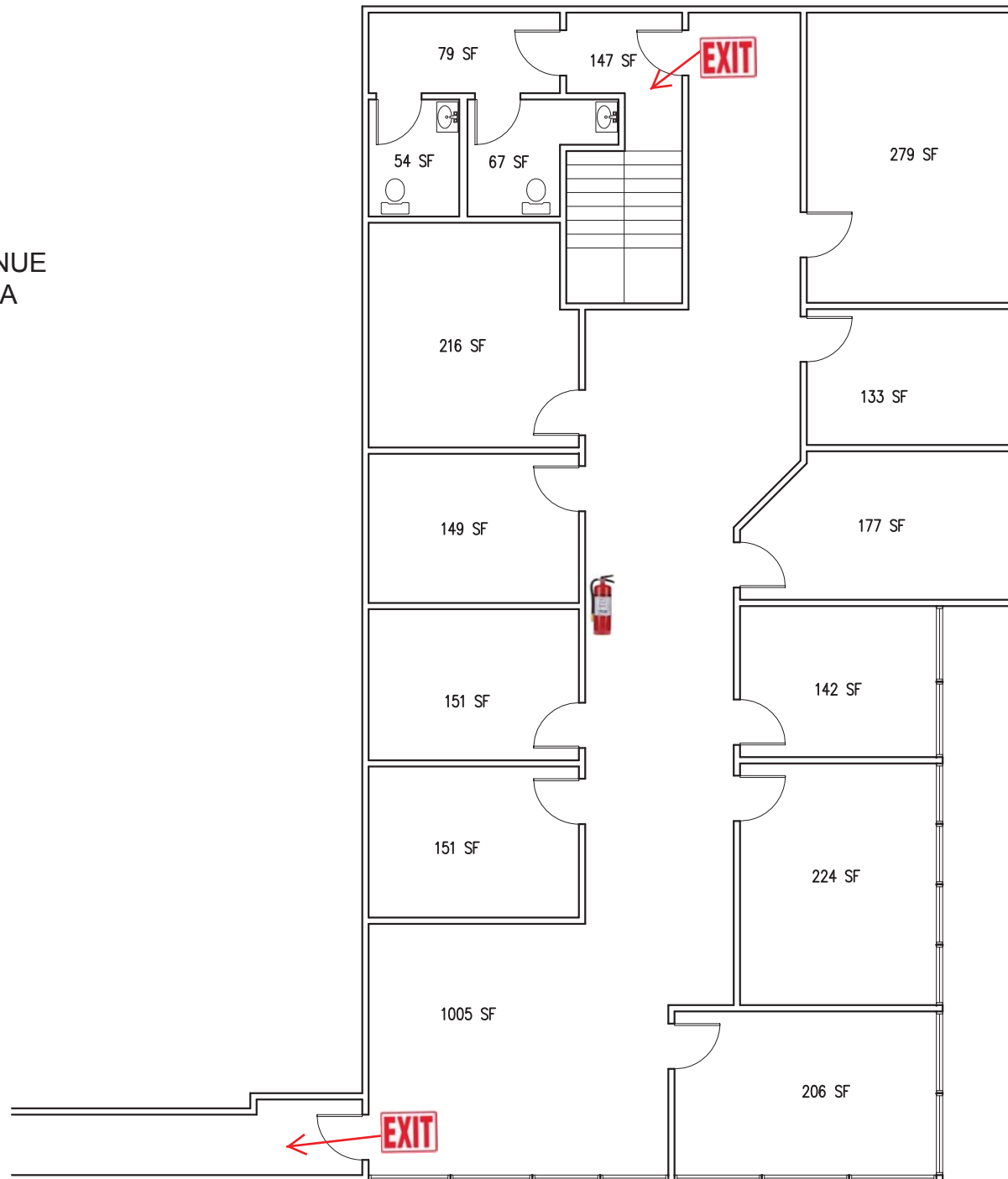
WATER SHUT-OFF

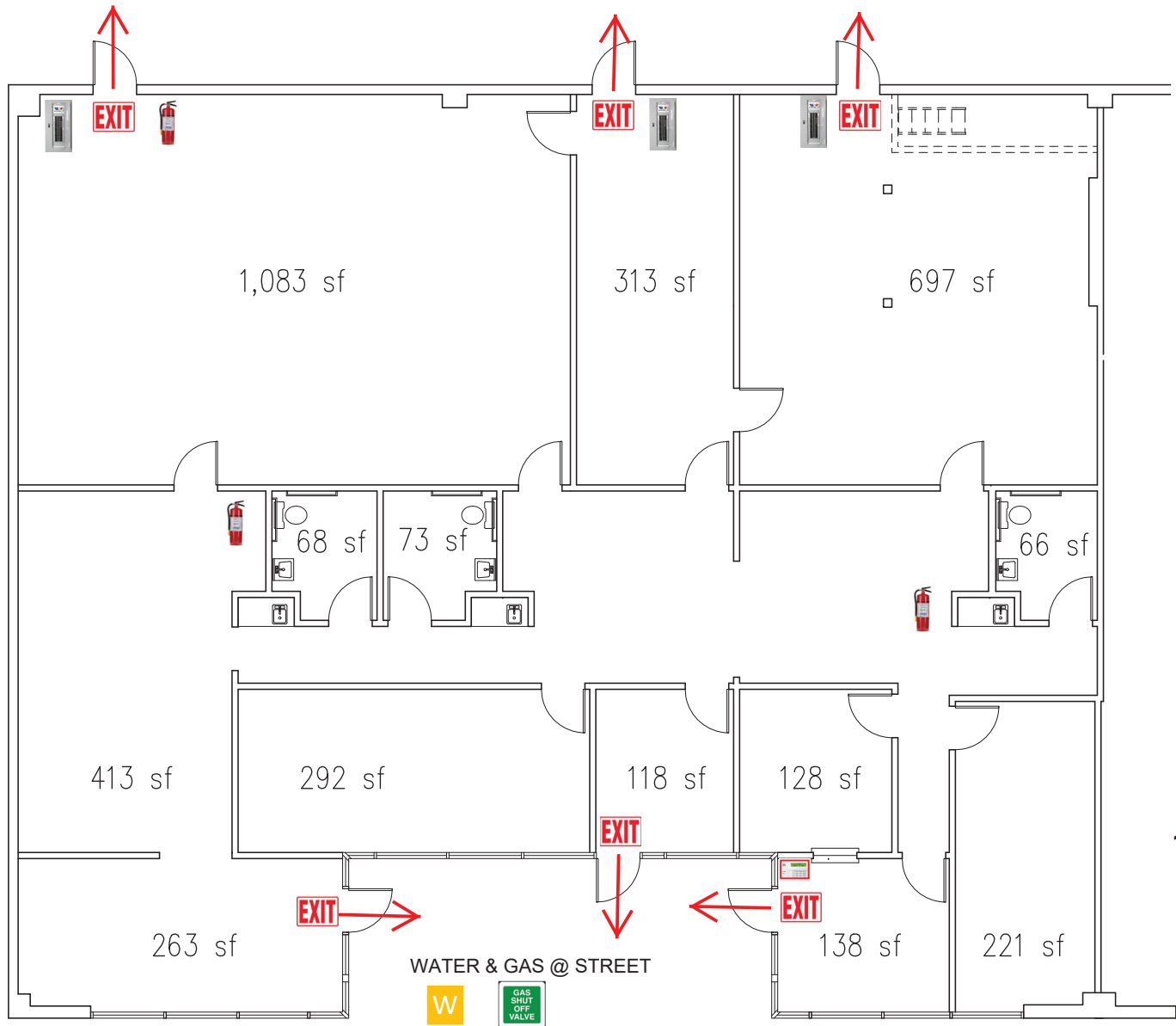
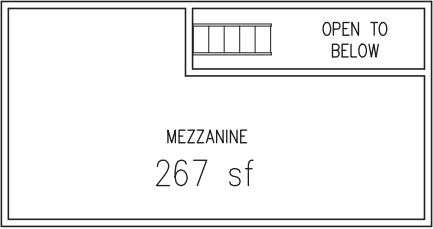


GAS SHUT-OFF









ELECTRICAL PANEL





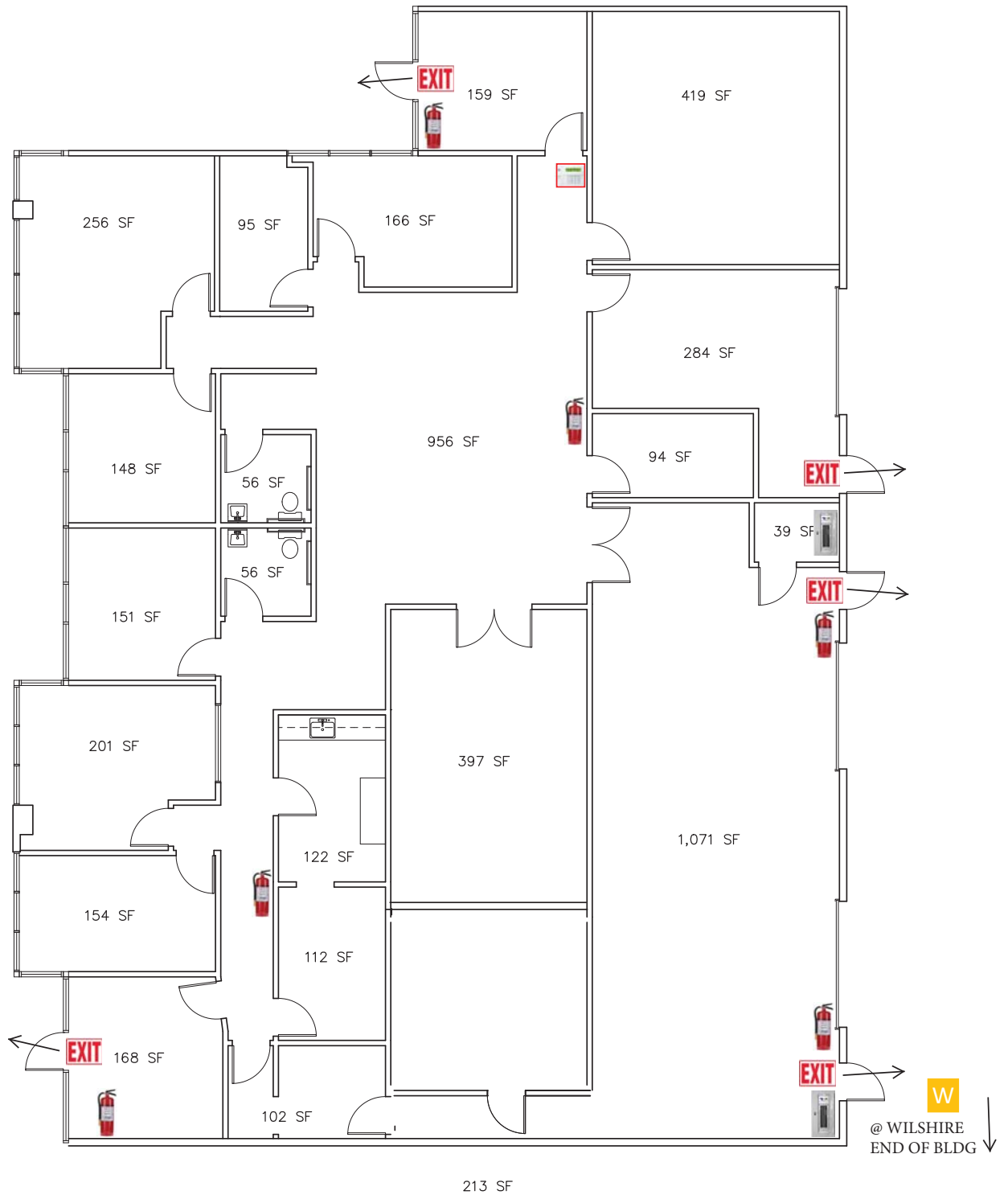
**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF VALVE
-  ELECTRICAL PANEL









NORTH

**CHEP North**  
**1250 N. LAKEVIEW ST. #Q-S**  
**ANAHEIM, CALIFORNIA**  
**4,498 SF**



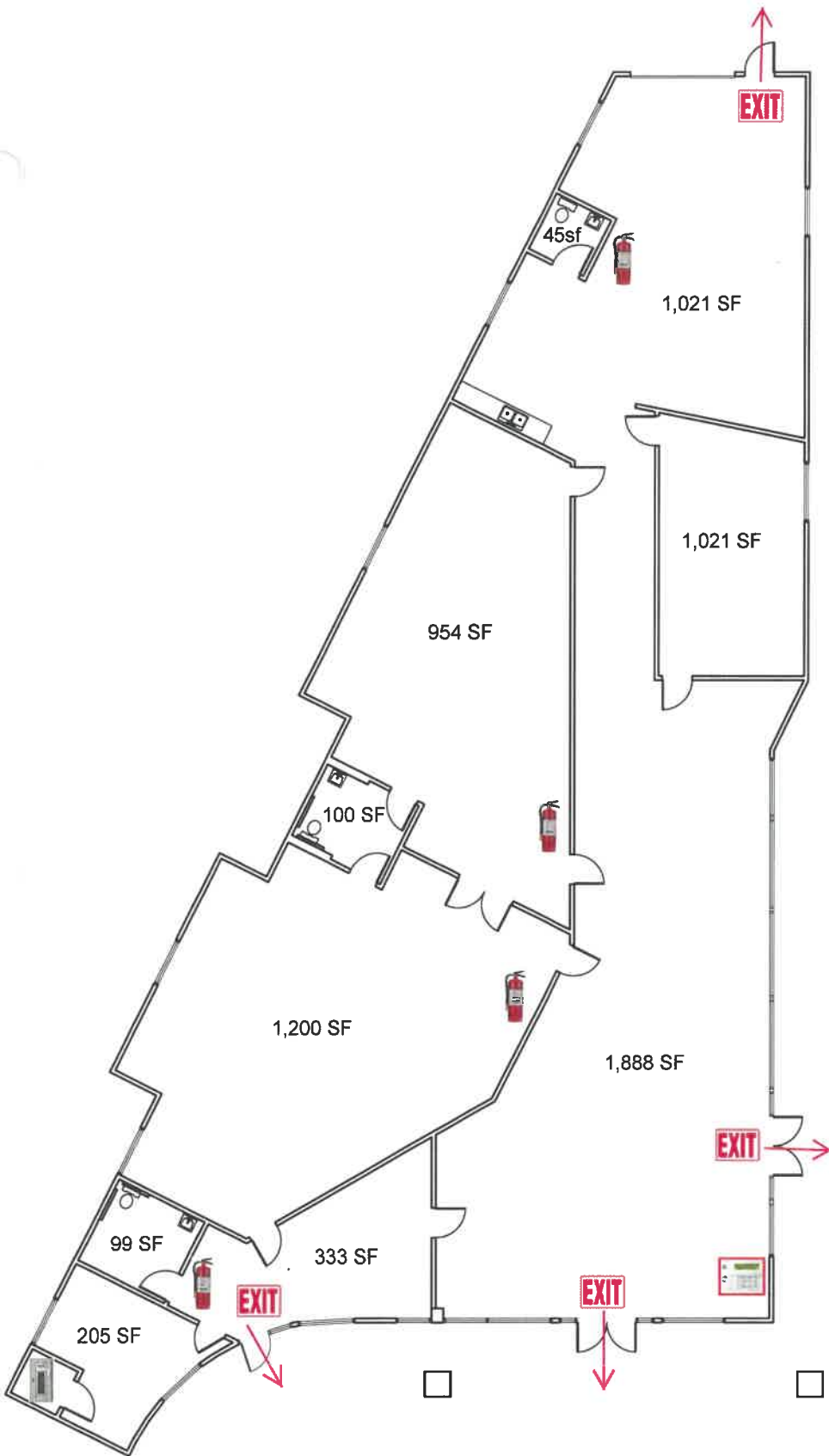
**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT OFF VALVE
-  ELECTRICAL PANEL








NORTH

**SAFE SCHOOLS ADMIN. OFFICES**  
**1277 S. LYON STREET**  
**SANTA ANA, CALIFORNIA**  
**5,425 SF**



**LEGEND**

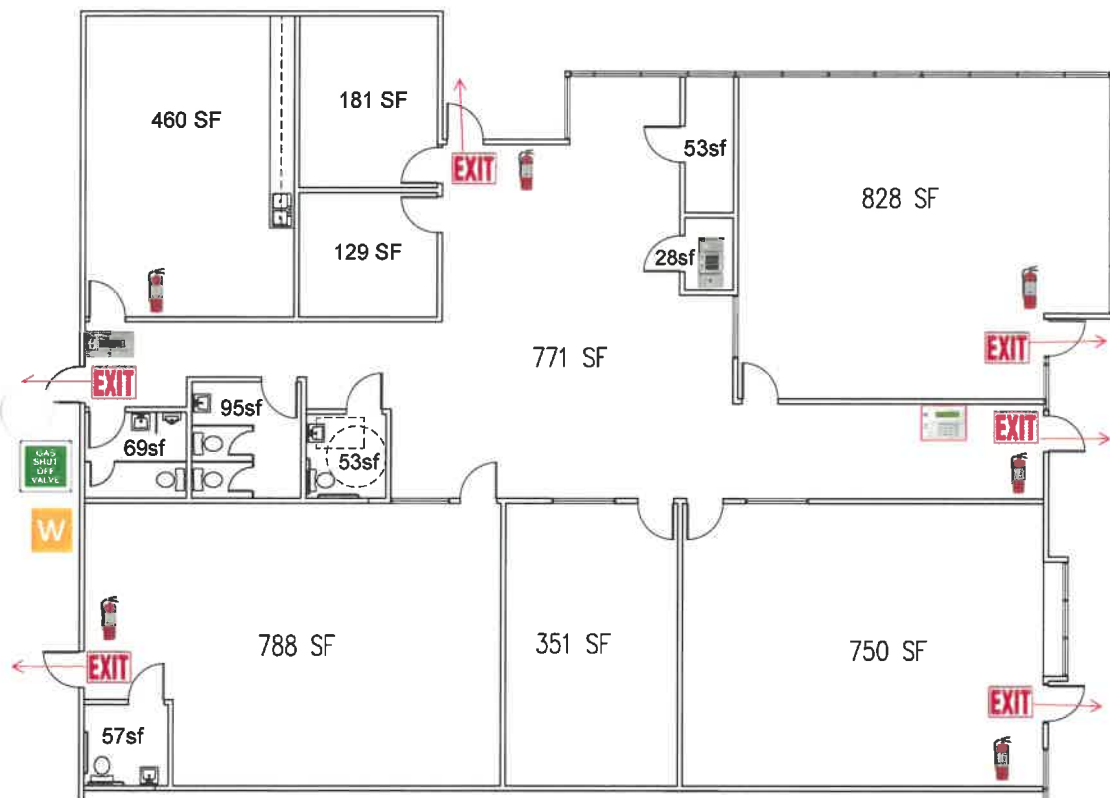
-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  ELECTRICAL PANEL

**San Juan Site**  
**31894 PLAZA DRIVE #A1**  
**SAN JUAN CAPISTRANO, CALIFORNIA**  
**6,866 SF**



NORTH





NORTH

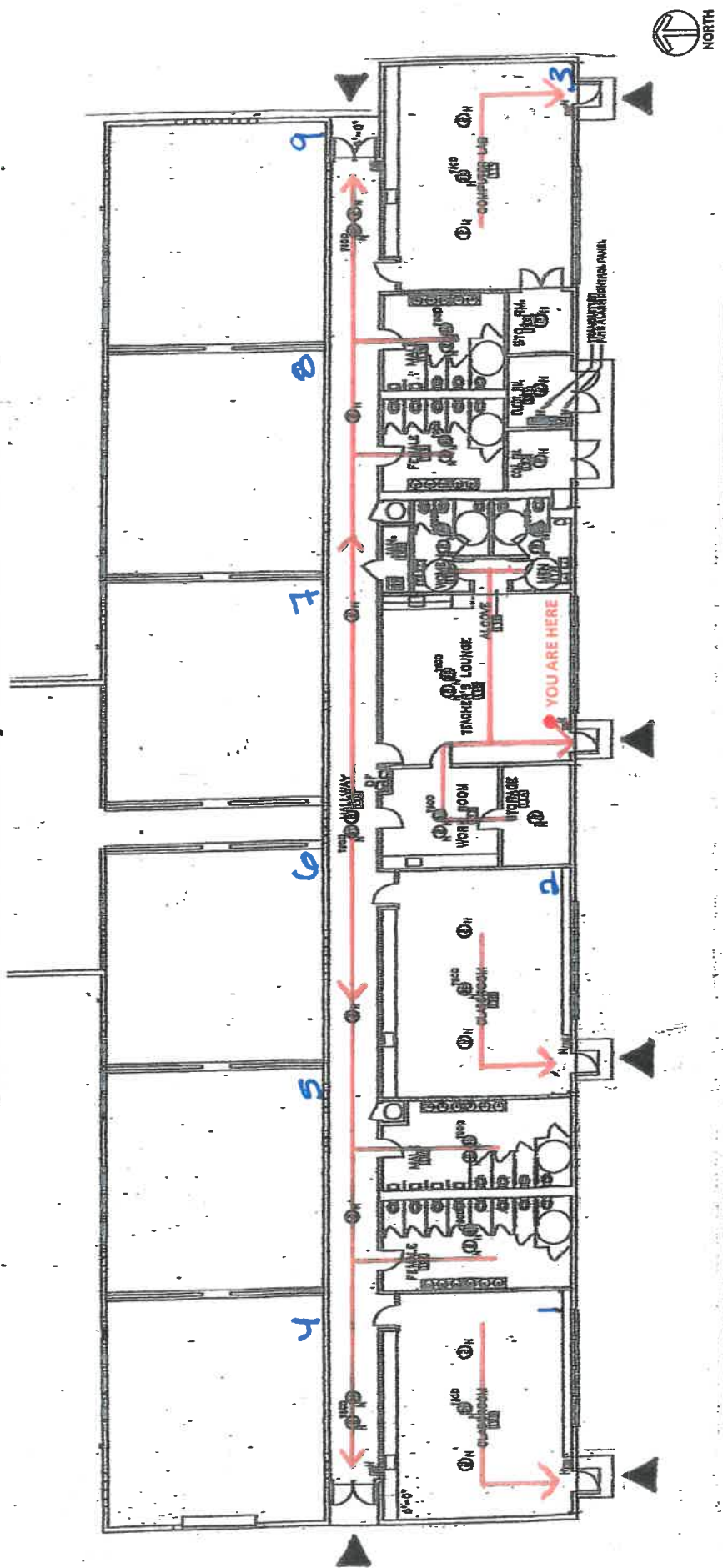
SANTIAGO CREEK COMMUNITY SCHOOL  
 2428 N. Grand Ave #L  
 Santa Ana, California  
 5,009 SF

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  GAS SHUT-OFF
-  ELECTRICAL PANEL

# EVACUATION PLAN

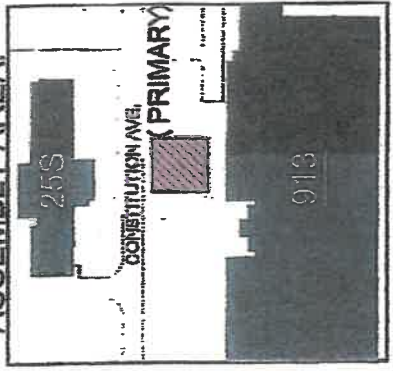
## INSTRUCTOR FACILITY/ BLDG 25 NORTH



### IN CASE OF FIRE

1. ACTIVATE ALARM
2. NOTIFY THE FIRE DEPARTMENT BY DIALING (562) 795-6111 OR 6111 FROM A BASE PHONE
3. LEAVE BUILDING IMMEDIATELY FOLLOWING EXIT SIGNS
4. GATHER AT THE ASSEMBLY AREA
5. DON NOT RE-ENTER BUILDING UNTIL GIVEN PERMISSION TO DO SO

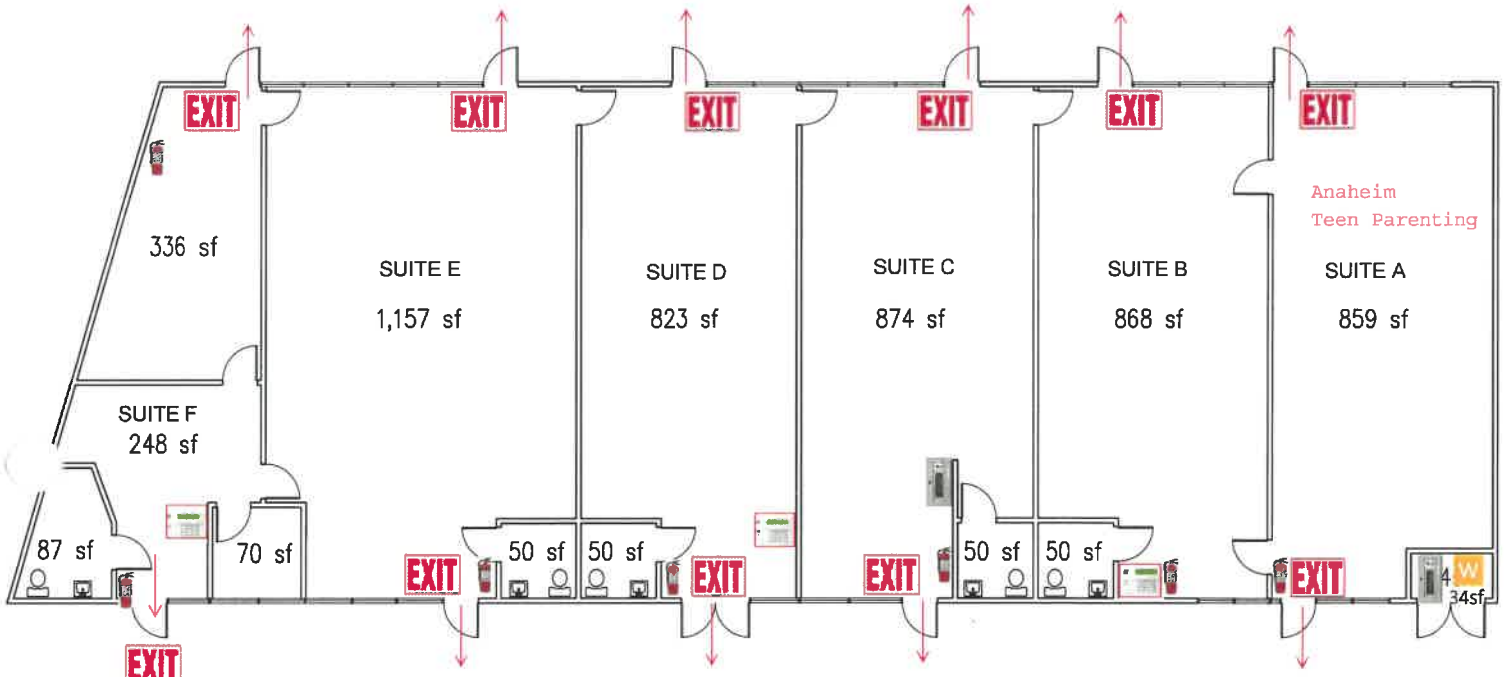
### ASSEMBLY AREA:







### LEGEND

- ▲ Exit
- ➔ Exit Route
- ▣ Fire Alarm pull station
- ▣ Kitchen Extinguisher System pull station
- PE Portable Extinguisher

Katella Ave.



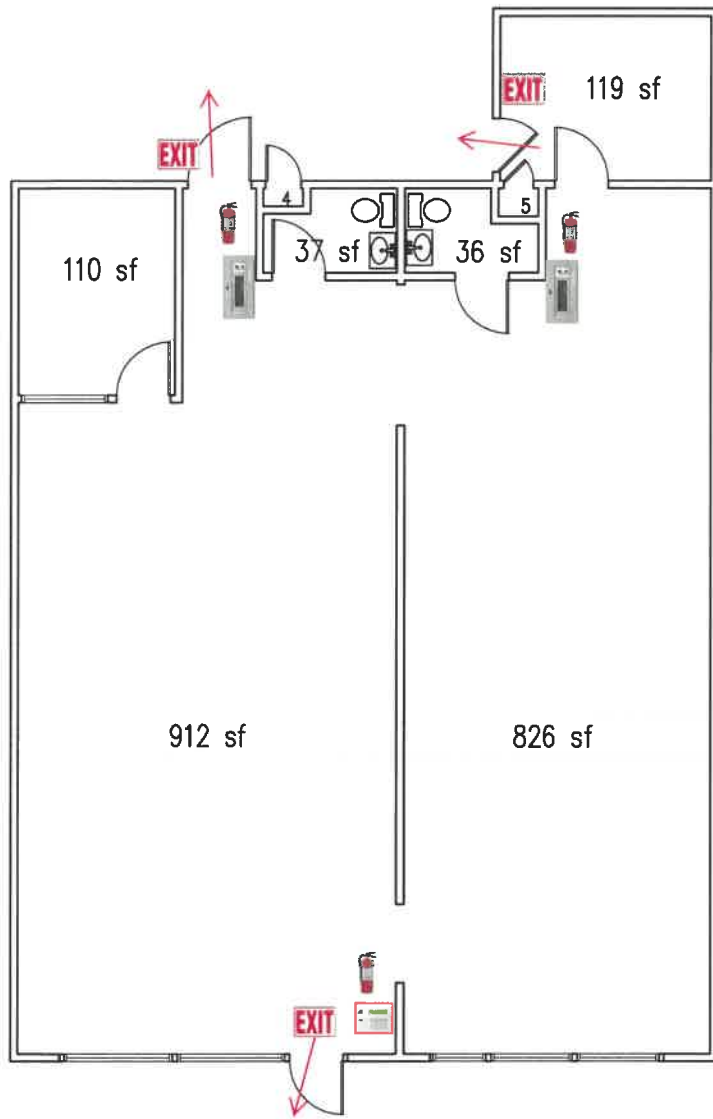
LEGEND

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  ELECTRICAL PANEL

Parking Lot



Southwest Anaheim Site  
1895 W. KATELLA AVE - Suite A, B, C, D, E & F  
ANAHEIM, CALIFORNIA  
5,667 SF



NORTH



**TUSTIN SITE**  
 174 E. Main Street  
 Tustin, California  
 2,250 SF

**LEGEND**

-  SECURITY KEYPAD
-  EXIT
-  FIRE EXTINGUISHER
-  WATER SHUT-OFF
-  ELECTRICAL PANEL