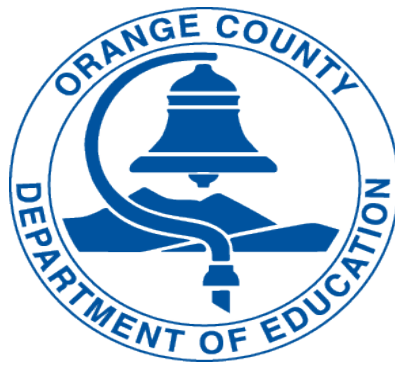


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposals (RFP)
Number 23-20**

CHILD CARE MANAGEMENT SOFTWARE SYSTEM



PROPOSAL DUE DATE

Friday, April 5, 2024 at 2:00:00 p.m. PST

SUBMIT PROPOSALS TO:

Patricia McCaughey
Director, Business Operations
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. BOX 9050
Costa Mesa, California 92628-9050
Email: pmccaughey@ocde.us

PUBLIC NOTICE INVITING REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, ("Superintendent") will receive sealed proposals from qualified Responders for the award of a contract for the following:

REQUEST FOR PROPOSALS (RFP) NUMBER: 23-20 CHILD CARE MANAGEMENT SOFTWARE SYSTEM

Sealed proposals must be received by mail or in person in a sealed envelope or package no later than **2:00:00 P.M. PST on Friday, April 5, 2024** at the Orange County Superintendent of Schools, Purchasing 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 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 this RFP document. The Superintendent reserves the right to reject any or all proposals for any reason whatsoever 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(s) 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 Patricia McCaughey, Director, Business Operations via email only at pmccaughey@ocde.us **no later than 10:00:00 a.m. PST on March 28, 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.

By: Patricia McCaughey
Director, Business Operations

Publication: Orange County Register
Date Published: March 15, 2024 and March 22, 2024

INFORMATION FOR BIDDERS

I. General Information

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, the 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. Project Summary

The Orange County Superintendent of Schools (Superintendent) is seeking proposals from qualified firms to provide a child care management solution to manage its Child Care Program to meet the State of California reporting requirements.

It is vital that the selected firm have the ability to work cooperatively and effectively with the Superintendent, and Superintendent’s staff. The firm retained by the Superintendent, will be part of the Superintendent’s team and will be expected to operate in a team environment. The Respondent will work under the direction of the Administrator, Family Support Services, Business Services, Division.

III. Request for Proposals (RFP) Estimated Schedule

The following is a schedule of events for the RFP submittal and selection process. The Superintendent reserves the right to change the schedule without prior notice.

Event	Date
Advertisement Dates	March 15, 2024 and March 22, 2024
Last Day to Submit Questions	March 28, 2024 no later than 10:00:00 a.m. PST
RFP Closing – Request for Proposals Due Date	April 5, 2024 no later than 2:00:00 p.m. PST

Evaluation of RFP Responses	April 8, 2024 – April 11, 2024
Interviews - Optional	April 12, 2024 – 15, 2024
Contract Service Start Date	On or before May 1, 2024

IV. Request for Information, Questions and Clarification

A complete copy of the Superintendent’s RFP documents are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>. 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 Patricia McCaughey at pmccaughey@ocde.us. Questions must be received no later than **10:00:00 a.m. March 28, 2024**. No phone calls will be accepted. No oral interpretation will be made to any Respondent as to the meaning of the RFP. Unauthorized contact by the Respondent with other Superintendent employees regarding this RFP may result in disqualification. Please specify **“CHILD CARE MANAGEMENT SOFTWARE SYSTEM RFP”** in the subject line of email. Any clarifications resulting from questions will be posted on our website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

V. Request for Proposals (RFP) Due Date

Proposals must be received by the Superintendent, at the Department indicated below, **on or before April 5, 2024 at 2:00:00 p.m. PST**. The Respondent’s proposal must be enclosed in a sealed envelope and marked on the outside lower left corner with the words **“CHILD CARE MANAGEMENT SOFTWARE SYSTEM RFP”**. It is the Respondent’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 Respondent 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. Respondents interested in being considered must submit their proposal to the following address:

Orange County Superintendent of Schools
 Attn: Patricia McCaughey, Director, Business Operations
 Purchasing & Contracts Department
 200 Kalmus Drive, Building A
 P.O. Box 9050
 Costa Mesa, CA 92628-9050

The Superintendent reserves the right to reject any or all 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 most responsive and responsible Respondent based on the criteria established in this RFP. The Superintendent reserves the right to accept the proposals that it considers to be in the best interest of the Superintendent. All information received, whether selected or rejected, shall become the property of the Superintendent.

VI. Proposal Format

Before submitting a proposal, Respondent shall carefully read all of the terms and conditions contained in this RFP and Respondent 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 their 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.

Respondent's proposal must be complete in all respects as required by the instructions in this RFP. Failure to do so may nullify the proposal. 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 no more than forty (40) pages in length, excluding front/back covers, cover sheet/tabs, and appendices, if any. The Proposal must be typewritten and submitted on 8 ½ x 11 standard size paper, using Arial, Courier, or Calibri twelve (12) point font, with page margins (top, bottom, left, and right) of not less than one-inch, double sided (2-sided print). Cover pages and page separation dividers with labeled tabs may be used. Single-sided (1-sided print) may be used to accommodate graphic representations such as diagrams, flowcharts, screenshots, spreadsheets, etc., as applicable. Proposals shall not include any promotional marketing materials. Pages must be numbered on the bottom of each page. Lengthy narratives are discouraged; proposals should be brief and concise. 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, email or telegraphic modifications will be considered. The Respondent shall submit six (6) bound copies, one (1) unbound copy, and an electronic .pdf version on a CD or flash drive.

VII. Proposal Content

In order that the Superintendent can systematically and effectively evaluate each Respondent's proposal, the Respondent's proposal shall address the following items in the order listed below. The proposal response should demonstrate the qualifications, competence and capacity of the Respondent as well as specify Respondent's approach in conformity with all federal, state, local, and Superintendent's requirements. The form, content, and sequence of the Respondents' proposal shall follow the outline presented below. Please include proper titles and use the section headings provided below with each section and sub-section separated by dividers and labeled tabs.

A. **Cover Letter** - Respondent's cover letter should be brief, three pages maximum. It shall provide a brief history of the firm's qualifications and experience and include the following information:

- Reference Request for Proposals Number: 23-20
- Firm's legal name

- Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the RFP.
- Type of ownership, or legal structure of the firm (individual, corporation, etc.).
- Name and title of individual authorized to bind the firm to its proposal. Also, include telephone number and email address.
- Name of the project manager who will serve as the Superintendent's contact throughout the contract period.
- Brief history of firm, including the number of years in business providing child care management software system services. A minimum of five (5) years' experience required working with county office of education or K-12 public schools in the State of California within the last five (5) years.
- Describe number of employees

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

C. **Experience and References** – This section should establish the Respondent's relevant professional expertise and experience related to Child Care Management Software System services in California in general and Orange County in particular.

- a. Discuss the firm's qualifications and experience in providing child care management software system services.
- b. Provide a list of contracts from child care management software system services related experience in scope to this proposal. The Respondent is required to submit a list of clients, school districts or county offices of education for which Respondent has provided the same of similar services. Services must have been performed in the past three (3) years. The list must include a minimum of three (3) client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 1. Client Name and complete address
 2. Contact name, telephone number and email address
 3. Project name, type, program and location
 4. Date of Services
 5. Description of Services
 6. Contract amount
- c. Disclose any planned office closures, impending merger that may affect the Respondent's ability to perform contractually. Certify that the Respondent is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state or local public agency.
- d. Disclose if any of the following has occurred, please describe in detail:
 1. Failure to enter into a contract once selected.

2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Involvement in litigation, arbitration or mediation.
5. 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 Respondents, or conviction of violating any other federal or state law related to bidding or professional services performance.
6. Knowing concealment of any deficiency in the performance of a prior contract.
7. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
8. Willful disregard for applicable rules, laws, or regulations

Information regarding any of the above may, at the sole discretion of the Superintendent be deemed to indicate an unsatisfactory record of performance.

D. Staffing Resources

- a. Identify the key personnel who will be principally responsible for working with the Superintendent to provide child care management software system services. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview, if necessary.
- b. Provide a resume of the individual's on the team that will be assigned to working directly with the Superintendent to provide the requested services, including qualifications and recent related experience providing similar services. The resume must represent work over the last five (5) years performed in California. Please also indicate number of years employed by firm.

E. Fee Schedule

Please provide a current fee schedule for all personnel and/or categories of employees as well as any overhead or other special charges. All costs for labor and materials (i.e. all personnel, travel, per diem, telephone, supplies, materials, and any other expenses) required to accomplish the services including delivery of reports.

- a. Please provide detailed information about your billing practices (i.e. lump sum, hourly, task based, other), including reimbursable cost categories and hourly billing rates by position for additional services.
- b. Identify any additional fees, costs, expenses or reimbursable fees not included in hourly rates such as site visits and meetings for which Respondent would be seeking compensation.
- c. Identify any additional services and expenses not specifically called for in this RFP.

VIII. Evaluation and Selection Criteria

The Superintendent will screen all proposals for completeness and responsiveness to the RFP requirements prior to the evaluation process. Incomplete proposals will be considered non-responsive and will be disqualified. Superintendent retains the sole discretion to determine issues of compliance and to determine whether a Respondent's proposal is responsive and qualified based upon the information provided by Respondent in their proposal.

The Superintendent will evaluate each firm based on the information set forth in the proposal submitted, together with other information available to the Superintendent from any other sources. In addition to any other criteria specified in this RFP, the evaluation criteria will include, but not be limited to a review and analysis of the written proposal, the firm's experience and qualifications, fee schedule, and the firm's ability to develop a rapport and working relationship with Superintendent's personnel.

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

During the evaluation period, the Superintendent reserves the right to obtain clarification of any point in a proposal submitted or to obtain additional information from the Respondent. The Superintendent reserves the right to conduct telephone or email conversations with a Respondent to clarify its' proposal, competitively negotiate, ask questions or obtain additional information. The Superintendent, at its sole discretion, may choose to conduct interviews of all or some of the Respondents. Respondents are advised that the award may be made without interviews or further discussion.

The Superintendent also reserves the right to accept or reject any or all RFPs, to select one or more qualified firms whose proposal(s) provide the greatest value to Superintendent and will best serve the needs of the Superintendent and to negotiate with any or more than one of the qualified firms. The Proposer shall be responsible for any and all expenses that they may incur in preparing proposals. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Superintendent.

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

If the Superintendent selects a firm for Superintendent's Child Care Management Software Solution, the Superintendent shall have the right to negotiate any and all of the final terms and conditions of any agreement with the firm and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

IX. Selection Scoring Matrix

Criteria	Description	Possible Points
<i>Product Attributes</i>		150 Total
Technical Attributes	The software architecture and technology used	20
Features and Functionality	Evaluation of features and functionality that are relevant and important to business processes and requirements	100
Quality and Flexibility	Evaluation of ease of use, configuration options, and interoperability with other systems	30
<i>Software Developer/Manufacturer and Integrator Attributes</i>		80 Total
General Characteristics and Financial Stability	General impressions of vendor. Evaluation of experience, systems in place, and support processes.	20
Implementation and Support	Evaluation of implementation processes, customer support, training programs, documentation, and responsiveness	20
Reference Checks	Evaluation of product feature, functionality, usability, flexibility and quality. Evaluation of vendor responsiveness and expertise. Would you buy again from this vendor?	20
<i>Financial Investment</i>	Evaluation of both initial and long-term costs	10
<i>Maintenance</i>	Evaluation of maintenance requirements.	10
	Total Maximum Points	230

CHILD CARE MANAGEMENT SOFTWARE SOLUTION FUNCTIONALITY REQUIREMENTS

The Respondent selected as of result of this RFP process must be prepared to provide all of the specific features and functionality described below. The ideal solution will be a web-based application that is user friendly and intuitive. It must provide Superintendent with the ability to manage effectively its Child Care program within the state of California, and meet the State's reporting requirements.

The following features and capabilities should be included in the proposed software solution. For any items that are not currently available, the Responder must note the cost to develop and implement it in their software solution.

General Functionality

1. Intuitive and user friendly interface that facilitates the ability to easily navigate to view complete information without jumping around multiple screens to obtain it.
2. Real time updates so other users on the system will see updated information immediately.
3. Data entered should appear in corresponding screens and not have to be re-entered.
4. Contact notes: the original date of entry should be maintained as well as the date for last update.
5. Maintain multiple phone numbers (e.g., home, cell, FAX, etc.).
6. Maintain complete history for minimum of 5 years or more (Title 5 compliance).
7. Ability to scan and store documents for online retrieval.
8. Provides unlimited number of families, programs, and provider fee rate types (e.g., Cal Works).
9. Software licensing for 50 users with the ability to add new users as needed.
10. Unlimited software licensing for Family and Provider Portals.
11. Allow for assigning cases to specific team members, setting deadline and monitoring progress.
12. Customization: Allow Superintendent to hide features that do not apply to Alternative Payment Program (APP) needs/requirements.
13. Workflow automation: Automate repetitive tasks and streamline workflow processes.

Family Management

1. Generate accurate monthly family fee using correct schedule and family fee repayment plan.
2. Calculates parent income information and retains history.
3. Record unlimited text notes with spell checking for Family Notes and Notice of Action (NOA).
4. Easily add Certification Notes when authorizing certificates (e.g., select pre-determined Reason of Action from a "pick list" when generating NOA.)
5. Flexibility to edit NOA as needed.
6. Automated Date Reminders/Alerts for appointments, Stage 2 and Stage 3 transfers, child aging (age years), terminations, end of gap in services, etc.; flexibility to configure Reminder/Alert parameters for each type (i.e., frequency, number of days, etc.).

7. Automatically populate Certificate Notes based on the correct schedule and child; flexibility to determine what notes appear on certificate for each individual child; retain info for each child.
8. Automated population of full zip code with 4 digit extension for city/location entered.
9. Generate certificates by family; when family has more than 1 child, each child can have a different certificate.
10. Texting capability.
11. Run accurate and efficient case management reports to monitor program compliance.

Family Fee Management

1. Ability to pay online.
2. Ability to generate Family Fee statement as PDF for email attachment.
3. Correctly invoice based on total hours of care, particularly when child has more than one provider or changes to schedule within the same month.
4. Ability to set up quick payment plans and edit as needed.
5. Ability to invoice correctly on variable and fluctuating schedules without making adjustments.
6. Ability to view authorized hours for the month and view total hours for family fee billed
7. Generates Monthly Family Fee and Annual Tax Statement statements with option to select and print an individual family.
8. Ability to view and print past statements, as well as current.
9. Generates Delinquent reports by Caseload.

Provider Services Management

1. Streamline process for efficient entry of Provider information.
2. Maintain all information needed for tracking Provider that includes:
 - a. Contact info (i.e., name, address, phone numbers, etc.)
 - b. Tax ID/SSN
 - c. Vendor ID
 - d. License info
 - e. Provider type
 - f. Regulation type
 - g. Backup providers
 - h. Contracted info (including start and end dates)
 - i. Specific named contacts by position (i.e., specialist, provider services technician, payment technician, etc.)
 - j. Languages spoken
 - k. Accreditations
 - l. QRIS participation
 - m. Flags/alerts/notes
 - n. Provider care days, hours by specific day, and full time hours equivalent
 - o. Supported programs
 - p. Paid absences

- q. Registration fees
 - r. Discounts
 - s. Documents tracking
 - t. Special periods (e.g., holidays, non-operational days)
 - u. Family stats (e.g., total children, genders, case manager, programs)
 - v. Provider stats (e.g., total families, children, genders)
 - w. Payment history
 - x. Texting Capability
3. Maintain multiple licenses with unique issue dates for a single provider; user interface should allow easy access to view and update a provider's multiple licenses.
 4. Maintain information regarding a provider's license violation for each unique license as needed.
 5. Maintain a center's hours by individual day (e.g., Mon 8 AM to 5 PM; Fri. 9 AM to 12 PM, etc.).
 6. Maintain multiple rates.
 7. Ability to view a Child's schedule and payment for a particular month at the same time.
 8. Provider Rates module should provide the ability to:
 - a. Maintain all rates that are verified with provider; including a comment section to describe rate or additional rate..
 - b. View only current rates being used
 - c. View only active rate information: notes, alerts, certificates, etc.
 - d. Hide expired rate information.
 - e. Track rates' expiration dates for Spring, Winter, Summer, as well as the regular rates.
 - f. Preview the rate book before applying it to the provider.
 9. Easily maintain and view provider payment alerts and/or schedule alerts by effective dates (not just in a "note pad" area).
 10. Ability to maintain registration due for specific dates, frequency, and charges by family or child.
 11. All provider rates chosen for the child's schedule should appear on the printed childcare certificates.
 12. Ability to determine what data will actually appear on a certificate.

Attendance and Provider Payments

1. Flexibility for entering and maintaining childcare attendance.
2. Automated provider reimbursement calculations with option to record adjustments by authorized staff.
3. Ability to maintain more than 10 holidays/non-operational days by provider.
4. Alerts for when a payment maximum of 10 holidays/non-operational days is exceeded (Title 5 compliance).
5. Alerts for when a payment is above the regional market rate (RMR).
6. Option to download and/or print attendance sheets.
7. Option to use paper and/or internet/web-based attendance and sign-in sheets.

8. Ability to search by:
 - a. Payment staff
 - b. Date range
 - c. Received date
 - d. Calculated
 - e. Authorized
 - f. Paid
 - g. Outstanding payments
 - h. Vendor ID
 - i. Provider name
 - j. Child name
 - k. Batch
 - l. Program
 - m. City
 - n. Zip code
9. Maintains unique ID for child (instead using child's SSN and/or birth date).
10. Maintains unique ID for provider payment by child and month.
11. Ability to maintain regular hours, as well as after hours (e.g., after 6 PM, etc.).
12. Ability to maintain unique vendor ID (12 characters minimum) to match with 3rd party accounts payables application.
13. Ability to easily export provider payment data to 3rd party accounts payables application.
14. Maintains complete history for minimum of 5 years or more as deemed necessary.

Reports and Forms

1. Ability to perform Ad-hoc queries and reports (in addition to standard reports) with user-friendly interface to define report data, selection criteria (e.g., select by rates, expiration dates, etc.), and filter for active or inactive, etc.
2. Standard reports for case management tracking (i.e., contract expiration date, rate increases, pending documents, etc.).
3. Ability to produce Provider Payment Projections.
4. Ability to run reports by Caseworker or a "group" of Caseworkers and then assign or reassign as needed.
5. Ability to attach NOA to email and send to Parent and Provider.
6. Ability to attach Checklist and Forms to email and send to Parent and Provider.
7. Ability to customize/edit language on all printable forms (e.g., letters, invoice statements, etc.).
8. Ability to export report data to MS Excel.
9. Ability to export Provider information that includes name, address, type of provider, contract start and end dates.
10. Ability to search Providers by various criteria, such as license, address, phone number, etc.
11. Ability to query and report with filter selection by start and end dates.
12. The Standard Reports/Forms must include all California mandated reports and the following:

- a. 801A – Monthly Childcare Population Report
 - b. 801B – Monthly Sample Report
 - c. 9500 – Case Load Report
 - d. CCD 26 – Application for Services (in multiple languages, such as Spanish)
 - e. Certificate OCDE
 - f. Notice of Action – CA (in multiple languages, such as Spanish)
 - g. Incomplete File Notice (in multiple languages, such as Spanish)
 - h. Generic Family Letter (in multiple languages, such as Spanish)
 - i. Recertification (to track)
 - j. Child Age Out
 - k. Stage 2 Tracking Form – off aid date
 - l. Stage 2 Timing Out
 - m. Abandonment of Care Children List
 - n. Family List
 - o. Monthly Enrollments
 - p. Monthly Termed
 - q. Mailing Labels
 - r. Subsidized Provider Report (SPR)
13. Detailed system Audit Log Report to view and manage data entered in family, provider and payment screens.
14. If any of the above reports are not available, vendor to provide cost for developing additional reports.
15. Hourly rates for custom report development.

User Portal

The option for a user portal, which provides the following capabilities:

- 1. Time and attendance submission.
- 2. Electronic invoice submission.
- 3. Provider payment statements.

Other Requirements

The Respondent shall provide:

- 1. “Proof of concept” trial period for minimum of 60 days.
- 2. Adequate training and support to ensure Superintendent staff can properly perform “trial period” testing of their software solution.
- 3. List of standard reports available and samples.
- 4. List of available forms (attendance sheets, letters, statements, etc.) and samples.
- 5. List of three (3) references of customers with a similar solution and comparable organization in the state of California.
- 6. Organization chart that identifies their teams and team member’s roles.
- 7. Resumes of vendor’s staff to be involved with this project.

Further Considerations and Requirements

The following paragraphs within this sub-section describe further aspects that will be included within the evaluation process.

1. **Service Level Agreements.** The Software Contractor shall provide formal written Service Level Agreements (SLAs) separately covering system performance and ongoing technical support performance. Regarding system performance, the Superintendent has identified the following parameters as representing minimum acceptable service:
 - a. System availability of 99.50% (calculated for any seven-day period)
 - b. Relative to ongoing technical support, based on an assumption such assistance will be offered via telephone and/or online chat, 80.00% of calls/chats shall be answered within two minutes and 99.50% of calls/chats shall be answered within six minutes, in combination with a first-call resolution accuracy exceeding 95.00% represent acceptable service.
2. **Implementation Planning.** The Software Contractor shall provide comprehensive planning of the entire project. Such planning shall be communicated to Superintendent's Representative on a regular basis. At minimum, within five business days of Contract Award the Software Contractor shall provide (a) a written project schedule and (b) a contact list bearing the names, titles/roles, cellular telephone numbers, and email addresses of primary persons responsible for the Project's success. These documents shall be updated on an ongoing basis, with updated revisions being provided to Superintendent's Representative on a weekly basis as needed.
3. **Project Meetings and Communications.** Throughout the deployment process, the Software Contractor shall meet with Superintendent's Representative on a regular basis, preferably weekly. Project meetings shall, at minimum, advise the Superintendent of the following: project progress (e.g., tasks accomplished); equipment/materials order/delivery status; pending issues, including issues to be addressed by Superintendent's Representative as well as by others; two-week project look-ahead; potential risks, including logistical, operational and budgetary issues. Production and distribution of written minutes and/or project status reports is strongly encouraged. Additionally, interim, even daily, contact between the Software Contractor and Superintendent's Representative is strongly encouraged.
4. **Training Requirements.** The Software Contractor shall provide Superintendent's designated personnel with complete training as pertaining to the subject Project; separate training sessions shall be conducted for users as opposed to IT support personnel. It is anticipated that such training can be confined to verbal instruction supplemented by appropriate documentation. Regardless, the training shall be provided through qualified instructors familiar with (at minimum) the installed products and their characteristics, proper operation as a system, product/system troubleshooting and service protocols, recommended maintenance provisions (if applicable), as well as product/system warranties. Training shall be specific to the Superintendent's environment, shall be performed onsite within ten

business days after Commissioning of the systems, and shall cover in detail all of the aspects identified above. Training materials shall be provided in advance.

5. **Regulatory Compliance.** Federal, state and local codes, rules, regulations and ordinances governing the work, as well as various additional standards, guidelines and practices, may apply and shall be incorporated as part of these Specifications. Where the requirements of the Contract Documents are more stringent than applicable codes, rules, regulations, ordinances, standards, guidelines and practices, the Contract Documents shall apply. In all other instances, the most current standards, guidelines and practices shall apply.
6. **Warranty; Software Upgrades/Updates.** In responding to this RFP, Respondent shall describe the standard solution warranty as well as software upgrade/update provisions. If warranty and/or software upgrade/update enhancements are also available, those provisions shall also be described, clearly labeled as being available rather than standard and with any additional cost identified. Also, provide the typical frequency of upgrades/updates and time frames.
7. **Privacy Provisions.** The Software Suite Developer/Manufacturer shall have robust policies and methods in place to ensure privacy relative to use of the solution. Except a directly required for functionality of the Software Suite and its resources, Superintendent as well as employee information shall not be disclosed to any third party; additionally, no Superintendent or employee information shall be used for marketing purposes, whether to the Superintendent /employee or to others.
8. **Data Security Provisions.** The Software Suite Developer/Manufacturer shall have robust policies and methods in place to ensure data security. In no instance shall a data security issue result in additional costs to the Superintendent and/or its employees, and the Software Suite Developer/Manufacturer shall indemnify the Superintendent and its employees against costs reasonably associated with any such breach. In responding to this RFP, the Respondent shall include information concerning data security as required by the accompanying Questionnaires, including:
 - a. Explanations regarding how patches, upgrades and releases are managed and rolled out.
 - b. Explanations as to how data breaches are handled, what liability is assumed, event/incident processes, etc.
 - c. Explanations as to how Superintendent -provided resources and other information is protected from use by others
 - d. Additionally, the Respondent is encouraged to provide further information concerning data security as a supplement to the Questionnaires.
9. **Customization.** If any feature or capability specified within this document is not currently available in the software suite, please identify them and determine if customization can be made or not. Also, provide timeline and additional cost for each feature if applicable.

10. Onsite Deployment

The following additional responsibilities shall apply:

Equipment Ordering. If applicable, electronic components and/or other elements may need to be procured as part of the subject Project. Recognizing that certain items may have significant lead times, the Software Contractor shall ensure that orders are placed in a manner such that these items will be delivered to the site early enough so as to not delay any aspect of installation or associated work. If requested by Superintendent's Representative, the Software Contractor shall provide to Superintendent's Representative written notice of each order, inclusive of: product type and quantity; product manufacturer and model number; expected delivery date; vendor name and address; contact name; and contact telephone number.

Name of Respondent: _____

PRICE SHEET

REQUEST FOR PROPOSALS (RFP) NUMBER: 23-20 CHILD CARE MANAGEMENT SOFTWARE SYSTEM

Please provide the total cost of ownership by identifying itemized costs for initial year and subsequent years. Also, provide details on other options available. If discount is available for multi-year maintenance/support agreements (i.e., 1 year vs. 2, 3 or more years), please indicate available discounted rates. Also, provide total hours for each category of professional services.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Software licensing for 50 users with the ability to add new users as needed	\$	\$	\$	\$	\$
Software Licensing/Subscription Fee	\$	\$	\$	\$	\$
Software Licensing/Subscription Maintenance and Support Fee	\$	\$	\$	\$	\$
Provider Portal Licensing/Subscription Fee	\$	\$	\$	\$	\$
Provider Portal Licensing/Subscription Maintenance and Support Fee	\$	\$	\$	\$	\$
Family Portal Licensing/Subscription Fee	\$	\$	\$	\$	\$
Family Portal Licensing/Subscription Maintenance and Support Fee	\$	\$	\$	\$	\$

Annual Texting Platform Fee	\$	\$	\$	\$	\$
Monthly Texting Fee	\$	\$	\$	\$	\$
Professional Services (If applicable)	\$	\$	\$	\$	\$
Total hours:					

Name of Respondent: _____

Authorized Signature: _____

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS

1. Preparation of RFP Proposal. To be considered, proposal must be complete in all respects as required by the instructions in this RFP. Proposals must be binding and firm. All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in blue ink. Prices, wording and notations must be in blue ink or typewritten. The proposals will be opened and read aloud at the time and location listed in the Public Notice Inviting Request for Proposals.
2. Form and Delivery of Proposals. The RFP proposal must conform and be responsive to all RFP documents and shall be made on any RFP Proposal Form(s) 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 Superintendent at: **Orange County Superintendent of Schools, Attention Patricia McCaughey, Director, Business Operations, 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 Respondents name, the Project designation and the date and time for the opening of proposals. **It is the Respondents 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 Respondent 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 Respondent and must bear an original signature in ink of the person or persons duly authorized to sign these documents. Where indicated, if Respondent 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 Respondent 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 Respondent, who shall act in all matters relative to the Project for the joint venture or partnership. If Respondent 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 Respondent 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 Respondent. The Superintendent is not making any warranties regarding said information. The Superintendent shall not be liable for any loss sustained by the successful Respondents resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the Respondents pre-bid examination or during the progress of the work. **Respondents agree that the submission of a proposal shall be incontrovertible evidence that the Respondent has complied with all the requirements of this provision of the Information for Respondents.**

7. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Respondent, at any time prior to the scheduled closing time for receipt of proposals. **No Respondent may not withdraw any proposal for a period of ninety (90) days after the deadline to submit proposals.**

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

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 services proposed for those portions of the work. 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 Respondent, 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 Respondent who does not pass any such evaluation to the satisfaction of the Superintendent.

9. Interpretation of RFP Documents. If any Respondent 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 later than **10:00:00 a.m. PST on March 28, 2024**. No requests shall be considered after this time. The Respondent 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 posted on SUPERINTENDENT's website <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>. No other 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 RFP Documents, the interpretation of the SUPERINTENDENT shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE RESPONDENT HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT RESPONDENT IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE RFP DOCUMENTS; AND THAT RESPONDENT 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 RESPONDENT INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

10. Exceptions/Deviations. Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Sample Contract, must be declared in the proposal submitted by the Respondent. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations".

11. Award of Contract. 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 responsive and responsible Respondent based on the criteria established in this RFP and is in the best interest of the Superintendent.

In the event an award of the contract is made to a Respondent and such Respondent fails or refuses to execute the Agreement and provide the required documents within ten (10) working days after the notice of award of the contract to Respondent, the Superintendent may award the contract to the next responsive and responsible Respondent or reject all Respondents.

The contract shall be for an initial term of one (1) year, commencing September 1, 2023 with an option to renew for four (4) additional one-year periods. Pricing shall be held firm for the duration of the contract unless otherwise negotiated between the Parties. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

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

13. RFP Protest. A Respondent may file a protest against the award of the contract to any other Respondent if he/she believes that the award was inconsistent with Superintendent policies or the RFP specifications or was not in compliance with the law by following Superintendent's RFP protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Respondent from challenging, whether before the Superintendent or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The Superintendent will provide a written response within thirty (30) working days to any timely RFP protest.

14. Evidence of Responsibility. Upon the request of the Superintendent, a Respondent whose bid is under consideration for the award of the contract shall submit promptly to the Superintendent satisfactory evidence showing the Respondent's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Insurance. Respondent shall, at Respondents sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the Agreement 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:

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

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

Professional Liability – Errors and Omissions – \$1,000,000.00 per claim;

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

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

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

thirty (30) days prior written notice to Superintendent. Respondent agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

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

17. 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 Respondent 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 Respondent agrees to require like compliance by any subcontractors employed on the Project by such Respondent.

18. Hold Harmless and Indemnification. The successful Respondent 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 Respondent or any of its officers, agents, employees, subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Respondent or individual entities comprising the Respondent, 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 Respondent 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 Superintendent 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 Respondent, at Respondents 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 Respondent under the RFP Documents for the purpose of resolving such claims; provided, however, that the Superintendent may release such funds if the Respondent 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.

19. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Respondent will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Respondent 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.

20. 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.

21. Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of funds by the State and/or Federal Government for each fiscal year of services listed herein.

22. Duty to Provide Fit Workers. Respondent 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 Respondent to ensure compliance with this section. Any person in the employ of the Respondent 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 Superintendent.

23. Subcontract or Assignment. Respondent shall not subcontract or assign the performance of any of the services in this Agreement without the written approval of Superintendent.

24. Tobacco and Drug-Free Policy. The Superintendent and all Superintendent's project work are "tobacco" and "drug free" workplaces and, as such, require that all persons on Superintendent property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site. The successful Respondent shall agree to enforce a tobacco and drug-free work site.

25. Criminal Records Check. Education Code section 45125.1 applies to this Agreement. Respondent will certify that, pursuant to Education Code Section 45125.1, Respondent will have conducted the required criminal background check of all its employees who may have contact with Superintendent's pupils or unsupervised access to any Superintendent's school sites and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the

DOJ that those persons fingerprinted have no record of a serious or violent felony, the Respondent will so certify by signing and submitting to the Superintendent's Criminal Records Check Certification.

26. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110— The Respondent certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

27. Independent Contractor. While performing the services, the Respondent's staff is an independent contractor and not an employee of the Superintendent.

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

29. Respondent's Obligation to Perform Work in Accordance with Standards. If the work performed by the Respondent is not in accordance with the standards in this RFP, or if the documents submitted by the Respondent are not complete, the Respondent will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the Superintendent.

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

31. Conflict of Interest. Respondent affirms that no Respondent employee or representative has participated in or attempted to influence the Superintendent's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the Orange County Board of Education or any Superintendent employee or (b) making an offer of any gratuities, favors, or anything of monetary value to an officer, employee, or member of the Orange Board of Education or any Superintendent employee for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement.

32. Immigration Reform and Control Act. The Respondent 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 Respondent 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 Respondent's failure to comply strictly with the IRCA.

33. 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, Respondent 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>).

34. 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 Respondent 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 Respondent 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.

35. Certifications and Attachments. Complete and return the attached certifications and attachments to this RFP.

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

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or

that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

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

37. Addenda. Addenda or changes to the project specifications will be issued by the Superintendent prior to the RFP opening and any addenda so issued must be included in the Respondents proposal cost.

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
Attention: Patricia McCaughey, Business Operations
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. Box 9050
Costa Mesa, California 92628-9050

ATTACHMENT A

INFORMATION REQUIRED OF RESPONDENT

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

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

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

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP RESPONSE)

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

Individual Partnership Corporation
Subsidiary Government Entity

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

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

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

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

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

(i) Name _____ (ii) Address _____
_____ (iii) License No. (if any) _____

- (7) How many years has your firm been in business under its present business name?
_____.
- (8) How many years of experience does your firm have providing similar services?
_____.
- (9) To how many public agencies has your firm provided similar services?
_____.
- (10) Please list the public agencies, including County Offices, or K-12 school districts, for which your firm has provided similar services:

- (11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.
- (12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP. (Only upon request by Superintendent)
- (13) Please attach or list below why your firm should be selected by Superintendent to provide the solicited services.

SECTION B – LEGAL

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

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

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

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

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

(a) If yes, provide details:

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

(a) If yes, provide details:

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

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

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

SECTION C – ADDITIONAL INFORMATION

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

SECTION D – ADDITIONAL AS-NEEDED SERVICES - PRICING

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

SECTION E - REFERENCES

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

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

(23) Each firm must include the following references:

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

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

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Respondents is true and correct.

Executed this _____ day of _____, 2024, at _____, State of _____.
City, County

Signature

Print Name

Title

**SAMPLE
SERVICES AGREEMENT**

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

RECITALS

A. The Superintendent desires to obtain special services and advice regarding financial, economic, accounting, engineering, legal or administrative matters, as provided in this Agreement.

B. Superintendent is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters;

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the Superintendent

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

AGREEMENTS

1. Scope of Work. In consultation and cooperation with the Superintendent and in accordance with Superintendent's entire Request for Proposal (RFP) _____ documents and all addenda and amendments thereto, Consultant's Proposal response to RFP Number 23-20 are all by this reference incorporated herein. The RFP documents are complementary and what is called for by any one shall be as binding as if called for by all. Consultant's services shall be consistent with generally acceptable industry practices or better.

2. Term. The Consultant will commence providing services under this Agreement on _____ and will diligently, properly and in full compliance perform as required and complete the performance of services by _____. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the Superintendent's Administrator in writing.

3. Compensation. Superintendent agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total amount not to exceed _____ dollars (\$_____) which is inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like more specifically set forth in RFP _____. Payment shall be made periodically to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. Payment is subject to withholding pursuant to California Revenue and Taxation Code Section 18662 and the related regulations (18662-1 through 18662-14) which requires the withholding of California income or franchise taxes from payments made to nonresident independent contractors performing services in California.

4. Independent Contractor. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the Superintendent. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the Superintendent and the Consultant or between the Superintendent and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the Superintendent's employees and shall not be considered in any way to be the employees of the Superintendent. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

5. Superintendent's Responsibility. The Superintendent will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

6. Reports. Reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Superintendent. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the Superintendent. The Superintendent shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.

7. Hold Harmless. The Consultant agrees to and shall hold harmless and indemnify the Superintendent, the Orange County Board of Education and its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation

employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education, its officers, agents, employees, or volunteers.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the Superintendent, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off Superintendent's property, except for liability for damages which result from the sole negligence or willful misconduct of the Superintendent, the Orange County Board of Education and its officers, agents, employees, or volunteers.

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

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

9. Termination. The Superintendent or Consultant may at any time and for any reason suspend performance by the Consultant or terminate this Agreement with thirty (30) days written notice and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the Superintendent or Consultant shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the Superintendent, the Consultant shall promptly provide and deliver to the Superintendent any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the Superintendent. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

10. Records. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The Superintendent, its employees and agents and the Office of the State

Auditor shall have the right to audit, examine, inspect and copy any and all non-confidential information in the Consultant's records relating to this Agreement at a mutually agreeable time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

11. Assignment. The obligations of the Parties pursuant to this Agreement shall not be assigned, in whole or in part without the prior written consent of the other party.

12. Compliance with Applicable Law. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's Services and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13. Nondiscrimination. The Parties agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws.

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

15. Entire Agreement/Amendment. This Agreement and the exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

16. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

18. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either

party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the Parties are as follows:

Consultant:

Attn: _____

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

20. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

21. Authorized Signatures. The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

22. Payments Made to Non-Residents.

(a) Superintendent is required pursuant to California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations, to withhold on certain payments made to nonresidents, including corporations and partnerships that do not have a permanent place of business in the State of California, for services performed in the State of California. Consultant’s payment is subject to a state income tax withholding of seven percent (7%) unless a reduced rate or waiver is approved by the Franchise Tax Board. Consultant must submit directly to the Franchise Tax Board a Nonresident Withholding Waiver Request (Form 588) attached hereto and incorporated herein by this reference. Send Form 588 to: Franchise Tax Board, Attn: Nonresident Vendor or Partnership Waivers, P.O. Box 651, Sacramento, California 95812-0651.

(b) When compensation is paid for services performed both within and outside of California, the portion paid for services rendered in this state and subject to withholding should be determined by an allocation. Form 587 is used to collect information to determine if withholding is required on payments to nonresidents. When compensation is paid for services performed both within and outside of California, Consultant must submit directly to Superintendent a Nonresident Withholding Waiver Request (Form 587) attached hereto and incorporated herein by this reference.

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

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

Orange County Superintendent
of Schools

Authorized Signature

Authorized Signature

Name: _____

Name: Patricia McCaughey

Title: _____

Title: Director

Federal ID#: _____

Federal ID: #95-6000943

Telephone: _____

Telephone: 714-966-4085

Email Address: _____

Email: pmccaughey@ocde.us

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

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP RESPONSE)

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

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school SUPERINTENDENT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

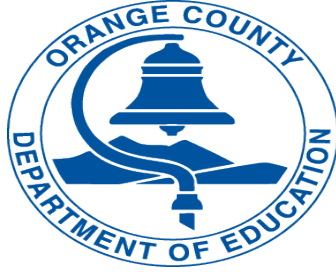
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**



To the Orange County Superintendent of Schools:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.2) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the _____, my employees may have contact with students of the _____.
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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Name of Contractor

Signature

Print Name

Title

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP RESPONSE)

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: _____

(RESPONDENT 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: _____

(RESPONDENT 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP 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 Orange County Superintendent of Schools, 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 the Orange County SUPERINTENDENT of Schools request, your firm will provide the Orange County Superintendent of Schools 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: _____

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP RESPONSE)

CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the Orange County Superintendent of Schools Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on Orange County Superintendent of Schools -owned or leased buildings, on Orange County Superintendent of Schools property and in Orange County Superintendent of Schools vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

_____ Contractor

By: _____

Authorized Signature

(RESPONDENT MUST COMPLETE AND RETURN WITH RFP RESPONSE)