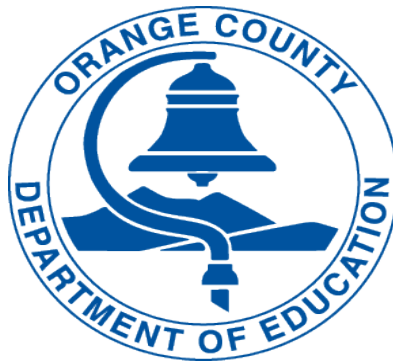


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposals (RFP)
Number 23-18**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
CONSULTANT SERVICES – RANCHO SONADO**



PROPOSAL DUE DATE

Friday, February 16, 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

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 Superintendent is seeking proposals from qualified firms to provide CEQA consultant services for Superintendent's Inside the Outdoors Environmental Education Program Project site known as Rancho Sonado, located at 8755 Santiago Canyon Road, Silverado, California located on approximately 110 acres. The Rancho Sonado property was donated to the Superintendent in January 2004 to be used for an outdoor science education program for elementary and high school students attending both public and private schools. The Superintendent has operated an outdoor education program at the Rancho Sonado property since 2007. Superintendent made minor alternations of the existing structures on the property that were declared exempt from the CEQA process by the Orange County Board of Education on December 15, 2005 under the provisions of the California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19, Section 15301.

Unfortunately, all but one stricture on the property was destroyed in the Bond fire in 2020. The site is on substantially vacant land which currently has a single structure and a swimming pool. It previously housed two-separate buildings and a pond. Existing hiking and walking trails can be found throughout the property and are used as part of the Inside the Outdoors Environmental Education Program.

Superintendent plans to rebuild seven (7) outdoor pavilion structures, a 3,200 square foot multipurpose educational building, a 1,350 administrative building, a 260 square foot restroom, and an outdoor amphitheater with shade sails on the property. The project will also undertake sitework that includes an improved parking lot and fire access driveway, a new driveway entry, hiking trails, landscaping renovation, renovation of an existing man-made pond and a new wayfinding signage. As it was before the fire, the property will also continue to be open to the public to use to participate in other Inside the Outdoors Environmental Education Programs or special permit activities.

Once reopened the program will continue to allow approximately 120 students to participate on site each day between the hours of 9:00 a.m. and 2:30 p.m. Buses drop off students along the east side of Santiago Canyon on the property, facing north. Students then hike into the property through the Walnut Grove and are directed to various learning stations throughout the site for differing areas of instruction. The property will not be used for commercial purposes.

III. Scope of Work

By way of this Request for Proposals (RFP), the Superintendent is seeking proposals from qualified firms who have demonstrated the highest level of knowledge, experience, and technical skills to provide CEQA consultant services for Superintendent's Inside the Outdoors Environmental Education Program located at 8755 Santiago Canyon Road, Silverado, California 92676. Interested firms can make an appointment with the Superintendent to visit the project site.

The Proposer selected as of result of this RFP process must be prepared to perform all of the services described below in compliance with professional standards and applicable requirements of federal, state and local law including services that are usual and customary in the industry including but not limited to, the following tasks:

1. Review scope of work to determine if project is exempt from CEQA requirements.
2. Prepare an Initial Study and a potential Mitigated Negative Declaration (IS/MND).
3. Review available project information, plans, studies, and other available relevant information.
4. Prepare a draft project description for the IS/MND.
5. Prepare Technical Studies:
 1. Research and complete a Cultural Resources Report, including:
 1. Conducting a field Survey
 2. Completing a Report and DPR Forms
 3. Creating a Paleontological Overview
 2. AB 52 Native American Consultation:

1. Acquire an AB 52 contact list from the AHJ and draft letters to all entities listed to determine whether any tribe or individual has knowledge of cultural resources within the project boundaries.
3. Prepare an Air Quality/GHG Technical Memo:
 1. Prepare a technical memorandum, in accordance with the criteria, standards, and provisions of the CEQA guidelines, to respond to the applicable checklist items within Appendix G of the CEQA guidelines.
 2. Construction Emissions: Calculate project construction emissions using the most current version of the California Emissions Estimator Model (CalEEMod).
 3. Operational Emissions: Quantify operational emissions (e.g. area, energy, and mobile source) related to area sources and local/regional vehicle miles traveled. Project emissions shall be compared to the SCAQMD thresholds of significance.
 4. Localized Impacts: Analyze impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.
 5. Plan Consistency: Evaluate against SCAQMD's current Air Quality Management Plan (AQMP).
4. Biological Resources Report/MSHCP Consistency:
 1. Prepare a habitat assessment memorandum for the proposed project with the assistance of a Biologist sub-consultant.
 2. Literature/Database Review: Review state and federal databases of sensitive species known to occur in the area.
 3. Field Review: With the assistance of a biologist sub-consultant, conduct a pedestrian survey of the project area, including a standard 200-foot buffer area, and review the site for both common and sensitive wildlife, including a habitat assessment.
 4. BRA/JD Report: Prepare a BRA/JD report suitable for CEQA, including an MSHCP consistency analysis and a HANS analysis.
5. Noise Study
 1. Prepare a technical noise analysis to determine project compliance with AHJ noise standards and associated potential noise impacts.
 2. Existing Conditions and Regulatory Setting Survey: Discuss noise standards regulating noise impacts for land uses on and adjacent to the project site. Conduct a site visit and measure short-term noise levels within the project area.
 3. Construction Noise: Evaluate construction noise impacts in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence. Analyze noise impacts from construction sources based on the anticipated equipment, construction phase duration, and typical equipment specifications.
 4. Vibration: Analyze construction vibration impacts based on the FTA's vibration analysis guidance.

5. Operational Noise. Analyze on-site noise-generating activities for potential impacts to adjacent uses. Assess against the AHJ's Land Use Noise and Compatibility Matrix and interior/exterior noise guidelines. Assess on- and off-site noise impacts from vehicular traffic using the U.S. FHWA Traffic Noise Prediction Model (FHWA-RD- 77-108).
6. Prepare a 24-hour weighted Community Noise Equivalent Levels (CNEL) report in tabular format.
6. Focused Traffic Analysis: Prepare a focused traffic study for the project based on discussions with the AHJ staff.
 1. Obtain a copy of the project site plan for the proposed project, including building square footages and uses, site layout, site driveways, parking supply, and any other site features that will affect the traffic analysis.
 2. Obtain historical weekday morning and evening peak hour historical traffic count data.
 3. Develop project trip generation estimates for the project, using trip generation rates specified in the Institute of Transportation Engineers (ITE) current Trip Generation Manual.
 4. Develop trip distribution assumptions for the project traffic based on likely origins and destinations of employees, users, and current traffic patterns in the area.
 5. Present the project trip generation and trip distribution assumptions and analysis methodology to the AHJ staff for review and approval prior to the analysis phase of the study.
 6. Conduct a level of service (LOS) and queueing analysis for weekday AM and PM peak hours for the opening year with project conditions.
 7. Prepare a Cumulative and Cumulative Plus Project condition analysis, if required by the AHJ staff.
 8. Identify operational deficiencies recommend improvements.
 9. Prepare a stand-alone focused traffic study summarizing analysis methodology, findings, and recommendations.
 10. Attend (1) project orientation meeting with the AHJ traffic engineer to obtain existing traffic counts and discuss the scope of work, trip generation, known constraints and potential conflicts with circulation, access and other traffic related issues.
7. Prepare an Administrative Draft IS/MND report that addresses the following:
 1. Aesthetics/Visual Resources
 2. Agriculture and Forest Resources
 3. Air Quality
 4. Biological Resources
 5. Cultural Resources
 6. Energy
 7. Geology and Soils
 8. Greenhouse Gas Emissions

9. Hazards and Hazardous Materials
10. Hydrology and Water Quality
11. Land Use and Planning
12. Mineral Resources
13. Noise
14. Population and Housing
15. Public Services
16. Transportation/Traffic
17. Utilities and Service Systems
18. Wildfire
8. Prepare a final draft copy of the Draft IS/MND for AHJ approval that incorporates AHJ comments prior to publication.
9. Distribute the Draft IS/MND: Assist the AHJ with preparing the Notice of Intent to Adopt a Mitigated Negative Declaration to be filed by the AHJ to the County Clerk and State Clearinghouse in accordance with CEQA. Also prepare the Notice of Completion.
10. Prepare the Final IS/MND report:
 1. Prepare responses to written comments received during the public review period of the Draft IS/MND.
 2. Prepare a Mitigation Monitoring and Reporting Plan (MMRP) that will be adopted by the AHJ.
 3. Prepare a Notice of Determination and submit it to the AHJ for submittal to the County Clerk.
11. Attend a minimum of (4) public meetings/hearings, if required by the AHJ, for the project and answer questions relative to the environmental aspects of the project.
12. Provide a proposed schedule.
13. Include (10) phone/web meetings over the duration of the project.

IV. Request for Proposals (RFP) Schedule

The Superintendent anticipates the following timeline for the process of selecting an experienced and qualified Firm. These are estimated dates and subject to revision and change by the Superintendent without prior notice.

Event	Deadline
Deadline for Questions and/or Clarification	February 9, 2024 no later than 10:00:00 a.m. PST
RFP Proposal Due Date	February 16, 2024 no later than 2:00:00 p.m. PST
Evaluation of Proposals	February 16, 2023 – February 21, 2024
Interviews - Optional	February 26, 2024
Contract Service Start Date	March 1, 2024

V. Instruction for Submitting Proposals - Proposal Due Date

All proposals shall be in the form and format as specified in this RFP document. Proposals that do not include all of the elements as specified, or which deviate from the RFP format and content as specified, may be deemed “non-responsive” by the Superintendent and eliminated from further consideration. The Proposer’s proposal must be enclosed in a sealed envelope and marked on the outside lower left corner with the words “CEQA Consultant Services – Rancho Sonado RFP”. It is the Proposer’s sole responsibility to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be rejected and will not be considered or reviewed. 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. All proposals must be received by the Superintendent, at the Department indicated below, **on or before February 16, 2024 at 2:00:00 p.m. PST.**

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

Proposer’s services must be fully compliant with all applicable requirements including Superintendent policies and regulations, and all State and Federal laws. This RFP does not commit the Superintendent to award a contract or pay any costs incurred by Proposer in the preparation of a response to this request. Superintendent reserves the right to reject any or all proposals or to waive any irregularities and accept all or part of any information received or to cancel in part or in its entirety this RFP. The Superintendent further reserves the right to accept the proposal that it considers to be in the best interest of the Superintendent and to award a contract that Superintendent deems is in the Superintendent’s best interest. Non-responsive information will not be considered. All information received, whether selected or rejected, shall become the property of the Superintendent.

VI. Request for Information

Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Patricia McCaughey at pmccaughey@ocde.us. No other person or entity is authorized to receive such questions or clarifications. Questions must be received no later than **10:00:00 a.m. on February 9, 2024.** Superintendent will not respond to any late questions, or requests for explanation or clarification after the deadline. Please specify “CEQA Consultant Services – Rancho Sonado in the subject line of Proposer’s email. Any interpretation, clarification or correction of this RFP will only be made by addendum and emailed to the participating Proposers.

VII. Proposal Format

Before submitting a proposal, Proposer shall carefully read all of the terms and conditions contained in this RFP and Proposer shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a fee schedule to itemizes 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.

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

Interested firms are required to submit six (6) hard copies and one (1) electronic .pdf version on a USB flash drive of its firm's proposal. Hard copies shall be formatted on standard 8 ½ x 11 inch white paper with each page clearly numbered at the bottom of each page and be no more than 30 single sided pages or fifteen (15) double sided pages in length (excluding cover and tab separators). Each section must be tabbed. The original copy shall be marked "original" and must be wet signed by person authorized to bind the firm. Additional copies may be photocopies.

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

VIII. Proposal Content

In order that the Superintendent can systematically and effectively evaluate each Proposer's proposal, the Proposer's proposal shall address the following items in the order listed below:

A. **Letter of Interest** - A letter of interest containing an introduction, including firms legal name, address, telephone number and email address of the person or persons authorized to represent the firm regarding all matters related to this RFP. The cover letter should provide a brief description and history of the firm, and include a statement of interest. The letter shall be signed by the individual authorized to bind the firm to all statements and representations therein and to represent the authenticity of the information presented. The Letter of Interest must include the following business information:

- Reference Request for Proposals Number: 23-18
- Firm's legal name, address, telephone number and website address

- Brief history of firm, including the number of years in business. A minimum of five (5) years' experience required.
- Name, title and e-mail of main contact
- Tax Identification Number
- Type of ownership, or legal structure of the firm, (individual, corporation, partnership, etc.
- Number of employees located in Orange County or Southern California
- Number of current projects and present workload
- Address, telephone number, and web address of the office that will be primarily responsible for providing services under the proposal. (only if different from the information request above)
- Name of the project manager who will serve as the Superintendent's contact throughout the project.

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

C. **Qualifications and Related Experience and References** – This section should establish the ability of your firm (and subconsultant's, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients, competitive advantages over other firms in the same industry, strength and stability as a business concern; and, supportive client references. Information should be furnished for both the Proposer and any subconsultants included in its proposal.

- a. Provide a detailed description of firms qualifications for providing CEQA services and its area(s) of specialization. Include a descriptive and supportive evidence of how your firm will maintain a good working relationship with Superintendent and Superintendent's Project Manager.
- b. Provide a list of contracts your firm has CEQA consultation related experience in scope to this proposal. The Proposer is required to submit a list of clients, including public school districts or county offices of education for which Proposer has provided CEQA consultation services. Services must have been performed in the past five (5) 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 (include a complete breakdown of fees)
- c. Certify that the Proposer 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 Proposers, 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 – Project Team - Identify the key personnel and their qualifications and recent relevant experience who will be principally responsible for working with the Superintendent and the Superintendent's Project Manager to provide CQEA consultation 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.

- a. Provide a resume of the individual's on the team that will be assigned to working directly with the Superintendent and the Superintendent's Project Manager 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. Project Approach – Describe the work plan that Proposer intends to use to complete the tasks listed in this RFP. Use this section to address the ability of your firm to undertake and accomplish the required scope of services while meeting deadlines, the Proposer's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business and supportive client references. Note any changes or additions to the work descriptions that may be overlooked or which help clarify the work tasks.

- a. Provide a statement demonstrating your firm or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the Superintendent's goal of moving the project into construction within the earliest possible timeframe.
- b. Describe your approach to compliance with program requirements and conformance with all applicable code requirements.

F. **Fee Schedule** - Please provide a current detailed fee schedule for the types of service(s) that your firm offers related to this Project. Please include all labor, materials, and other related items required for the performance of the services required under this RFP. The fee schedule shall provide a clear definition of your scope of services to the Superintendent. Fees must be broken down according to specific tasks. Reference basic services costs, include typical staffing rates, professional fee schedules, optional services that might be needed during the project but not necessarily known or included in the base fee, expectations and variations that the Superintendent could expect for this specific types of project. Please also provide detailed information on your billing practices including reimbursable cost categories and hourly billing rates by position for additional services for which firm would be seeking compensation. Proposer should also include a list of exclusion not covered in their scope of work.

Be as thorough and specific as possible as this will form the basis of any contract for services that be presented by the Superintendent. A fixed fee or not-to-exceed fee shall be negotiated with the successful Proposer, should they be selected to perform the work.

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

IX. Evaluation and Selection Criteria

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 Proposer's proposal is responsive and qualified based upon the information provided by Proposer in their proposal.

Proposals will be evaluated based on the firm's qualifications, project planning approach, methodology, performance history, staffing capabilities, scheduling mastery, references, fees and relevant similar experience with public school districts or county office of education and overall responsiveness to this RFP.

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 Proposer. The Superintendent reserves the right to conduct telephone or email conversations with a Proposer 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 Proposers. Proposers are advised that the award may be made without interviews or further discussion.

The Superintendent reserves the right to accept or reject any or all RFP proposals, 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. All proposal costs shall be borne by the Proposer. Proposals received from this RFP will be used as the foundation for the development of a final contract with specific provisions subject to review, negotiations and approval of the Superintendent.

X. Final Determination and Award

The Superintendent reserves the right to contract with any firm or firms responding to this RFP for all or portions of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Proposer for the services described herein. The Superintendent makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The Superintendent reserves the right to contract with any firm not participating in the process. Superintendent shall in no event be responsible for the cost of preparing any proposal in response to this RFP including any supporting materials.

Award of the contract(s) is at the sole discretion of Superintendent. Superintendent may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and Superintendent will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, Superintendent will retain the right to enter into negotiations with any other firm responding to this RFP.

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. All proposals must be received by the Superintendent, at the Department indicated in this RFP document, **on or before February 16, 2024 at 2:00:00 p.m. PST**. The proposals will be opened and read aloud at the time noted above.
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 Proposers name, the Project designation and the date and time for the opening of proposals. **It is the Proposers sole responsibility to ensure that its proposal is received prior to the deadline.** In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. At the time and place set forth for the opening of proposals, the sealed RFP proposals will be opened and publicly read aloud.
3. Signature. Any signature required on RFP Documents must be signed in the name of the Proposer and must bear an original signature in ink of the person or persons duly authorized to sign these documents. Where indicated, if Proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Proposer is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Proposer, who shall act in all matters relative to the Project for the joint venture or partnership. If Proposer is an individual, his/her signature shall be placed on such documents.
4. Modifications. Changes in or additions to any of the proposal documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the Superintendent may result in the Superintendent's rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the response documents will be considered.

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

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

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

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

The Superintendent may also consider the qualifications and experience of subconsultants 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 Proposer, proposed subconsultants, and other persons and organizations to do the work to the Superintendent's satisfaction within the prescribed time. The Superintendent reserves the right to reject the proposal of any Proposer who does not pass any such evaluation to the satisfaction of the Superintendent.

9. Interpretation of RFP Documents. If any Proposer is in doubt as to the true meaning of any part of the RFP Documents, or finds discrepancies in or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to the Superintendent no later than **10:00:00 a.m. PST on February 9, 2024**. No requests shall be considered after this time. The Proposer submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at Superintendent's discretion and only by written addendum duly issued by the Superintendent, and a copy of such addendum will be emailed to participants. 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 PROPOSER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT PROPOSER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE RFP DOCUMENTS; AND THAT PROPOSER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE SUPERINTENDENT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

10. 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 Proposer. 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 Proposer 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 Proposer and such Proposer fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Proposer, the Superintendent may award the contract to the next responsive and responsible Proposer or reject all Proposers.

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 Proposer may file a protest against the award of the contract to any other Proposer 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 Proposer 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 Proposer whose bid is under consideration for the award of the contract shall submit promptly to the Superintendent satisfactory evidence showing the Proposer'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. Proposer shall, at Proposers sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the 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 and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

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

Professional Liability – Errors and Omissions – \$1,000,000.00 per claim, with a \$2,000,000.00 aggregate;

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

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

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

4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Superintendent. Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

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

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 Proposer agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Proposer agrees to require like compliance by any subconsultants employed on the Project by such Proposer.

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

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Proposer in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other Consultants;
- (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 Proposer, at Proposers own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the Superintendent may have under the law or under the RFP Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Superintendent may in its sole discretion reserve, retain or apply any monies due to the Proposer under the RFP Documents for the purpose of resolving such claims; provided, however, that the Superintendent may release such funds if the Proposer provides the Superintendent with reasonable assurance of protection of the Superintendent's interests. The Superintendent shall in its sole discretion determine whether such assurances are reasonable.

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

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

23. Subcontract or Assignment. Proposer 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 Proposer shall agree to enforce a tobacco and drug-free work site.

25. 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 Proposer 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.

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

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

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

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

30. Conflict of Interest. Proposer affirms that no Proposer employee or representative has participated in or attempted to influence the Superintendent's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the 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.

31. Public Records. All documents included in the RFP become the exclusive property of the Superintendent upon submittal to the Superintendent. All proposals and other documents submitted in response to the Public Notice Inviting Bids become a matter of public record, except for information contained in such proposals deemed to be trade secrets, as defined in California Civil Code Section

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

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

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

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

NOTICE

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

34. 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 Proposers proposal cost.

35. 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, Director, Business Operations
Purchasing & Contracts Department
200 Kalmus Drive, Building A
P.O. Box 9050
Costa Mesa, California 92628-9050

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

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

(c) For any county, city, city and county, municipal corporation, public 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 Consultant

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 Consultant 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 Consultant

Signature

Print Name

Title

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: _____

(PROPOSER 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 Proposer

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 Proposer/offer or/Consultant 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 Proposer on the _____ day of _____ 20____ for the purposes of submission of this RFP.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

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

The Consultant 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 Consultant 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: _____

Consultant

By: _____

Authorized Signature

(PROPOSER MUST COMPLETE AND RETURN WITH RFP RESPONSE)

Agreement Number: _____

**SAMPLE
SERVICES AGREEMENT**

THIS AGREEMENT is made effective this 1st day of March, 2024, is made by and entered into between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California, hereafter called "Superintendent" and _____, hereafter called Consultant". Superintendent and Consultant shall be collectively referred to as the Parties.

RECITALS

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

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

AGREEMENTS

- 1. Scope of Work. In consultation and cooperation with the Superintendent, the Consultant shall provide CEQA consultation services for Superintendent's Rancho Sonado Project located at 8755 Santiago Canyon Road, Silverado, California 92676, pursuant to Superintendent's Request for Proposals Number: 23-18 and Consultant's Proposal dated _____, both by this reference are incorporated into this Agreement and made a part of it. 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 March 1, 2024 and will diligently, properly and in full compliance perform as required and complete the performance of services by _____. Superintendent and Consultant shall have the option to renew this Agreement for a further period.

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 Section 1 of this Agreement a total amount not to exceed _____ dollars, which is inclusive of any and all expenses to include but not be limited to overhead and profit, fees, subcontract costs, insurance, materials, supplies, taxes, workers compensation, mileage, and incidentals. Payment shall be made periodically to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc.
4. Optional Services. Throughout the term of this Agreement, Superintendent may require additional services from Consultant and Consultant shall charge Superintendent costs identified in Consultant's Proposal.
5. Non-Appropriation of Funds The obligation of Superintendent under this Agreement is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this Agreement may be terminated, and Superintendent's fiscal obligations hereunder shall be limited to the amount owed to Consultant for services thus far performed at the time notice is given to Consultant. Superintendent shall provide Consultant written notification of such termination. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
6. Independent Consultant. The Consultant is an independent Consultant and will perform said services as an independent Consultant 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.

7. 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.
8. 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.
9. 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.

10. Insurance. Prior to the commencement of services under this Agreement, Consultant agrees to provide all required insurance, including all endorsements required herein, necessary to satisfy the Superintendent that the insurance provisions of this Agreement have been complied with. Consultant agrees to provide Superintendent a certificate of insurance, with additional insured endorsements showing that all of its insurance policies are in effect in the required amounts identified below.

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

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

Professional Liability – Errors and Omissions – \$1,000,000.00 per claim with a \$2,000,000.00 aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate.

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

- e. Any deductibles or self-insured retentions shall be declared in writing to the Superintendent; approval is required for any amounts over \$25,000.00.
- f. 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.
- g. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- h. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

5. 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 of the

activities performed by or on behalf of Proposer, products and completed operations of the Consultant, premises owned, occupied, or used by Consultant, or automobiles owned, leased, hired or borrowed by the Consultant.

6. 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. Consultant 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, Consultant agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.
 7. For any claims related to the services under the Agreement, the Consultant'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 Consultants insurance and noncontributory.
 8. All insurance required by this Agreement 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. Consultant agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.
11. Termination. The Superintendent 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 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.

12. Fingerprinting. (If Applicable) The Consultant, its consultants, and sub-Consultants, if any, shall comply with Education Code section 45125.1 which stipulates that none of its employees that come in contact with Superintendent pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Fingerprinting and clearance of any named candidate to perform project inspection services is a program-wide prerequisite and must occur prior to any candidate setting foot on any school campus.
13. Equal Opportunity. A statement that the Consultant 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.
14. 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.
15. Tobacco and Drug-Free Workplace Policy. The Superintendent and all Superintendent projects 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.
16. 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.
17. 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.

18. Nondiscrimination. In connection with all work performed under this Agreement 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 Consultant 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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

25. 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.
26. 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.
27. 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.

Consultant: Orange County Superintendent
of Schools

Authorized Signature	Authorized Signature
Name: _____	Name: Patricia McCaughey
Title: _____	Title: Director
Federal ID#: _____	Federal ID: #95-6000943
Telephone: _____	Telephone: <u>714-966-4085</u>
Email Address: _____	Email: pmccaughey@ocde.us