ORANGE UNIFIED SCHOOL DISTRICT

ITB 2021-844

INVITATION TO BID

FOR

JANITORIAL SERVICES DISTRICT-WIDE

BID DUE DATE
Monday, March 22, 2021 at 2:00pm PST

SUBMIT BID TO
Jewelia Noriega
Contract Analyst – Purchasing
ORANGE UNIFIED SCHOOL DISTRICT
726 W. Collins Ave.
Orange, California 92867
Phone: 714.628.4440
Fax: 714.532.8054
INVITATION TO BID

JANITORIAL SERVICES DISTRICT-WIDE

The Orange Unified School District (District) will receive sealed bids up to, but not later than, the below stated deadline for janitorial services District-wide. Services shall include, but not limited to, routine janitorial maintenance for all District sites itemized as weekly day service and “as needed” same day nightly service. All services must be fully compliant with all applicable requirements including all District and County of Orange policies and regulations, and all State and Federal laws.

Firms are strongly encouraged to submit any comments or exceptions to the Invitation to Bid (ITB) materials including the anticipated basis of agreement. It is anticipated that the agreement will commence in May 2021 and shall be effective for a minimum of 2 months and continue in effect for an indefinite term of years.

Please submit one (1) original

Receipt of bids is required on or before
Monday, March 22, 2021 at 2:00PM PST and will be publicly read aloud.

The proposal must be valid for District acceptance through May 22, 2021.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder(s) on an individual item or combination of items, whichever is in the best interest of the District.

Please direct any written inquiries regarding this RFP via email to the attention of Jewelia Noriega, Contract Analyst at purchasing@orangeusd.org. General information regarding the District is available via the Internet at www.orangeusd.org or via the telephone at (714) 628-4440.

We appreciate your consideration regarding this ITB, and we look forward to receiving an excellent and competitive bid from your firm.

Published: March 4 and March 11, 2021

Attachment 1, Statement of Work
Attachment 2, Information Required of Offeror
Attachment 3, Firm Proposal/Offer Form
Attachment 4, Non-collusion Affidavit
Attachment 5, Agreement for Environmental Consulting Services
BACKGROUND

The Orange Unified School District (District) desires to contract with one or more offerors to provide professional janitorial services on a weekly day service and “as needed” same day nightly service to all District sites within District boundaries, as listed below.

The District is comprised of twenty-seven (27) elementary schools, three (3) middle schools, five (5) high schools, four (4) special program sites, and two (2) district offices.

Tentative School Board approval date is April 15, 2021. Anticipated start date is May 1, 2021.

INSTRUCTIONS AND CONDITIONS

I. DEFINITIONS:

a. As used herein, “ITB” means this Invitation to Bid, ITB 2021-844 Janitorial Services.

b. As used herein, “District” or “OUSD” mean the Orange Unified School District.

c. As used herein, “Offeror” means Contractor submitting a bid.

d. As used herein, "Offer" means the Proposal and vice versa.

e. As used herein, "Contract" means an Agreement and vice versa.

II. PREPARATION OF BIDS:

a. Before submitting a bid, each Offeror is expected to thoroughly examine the ITB including all attachments, Agreements and exhibits thereto and all other ITB documents and any ITB addendums or amendments. Failure to do so will be at the Offeror's risk and will not affect the offeror's obligation to perform if an Agreement is awarded pursuant to this ITB.

b. CONTENTS OF BID

An Offeror must submit one (1) original bid. All text within bid shall be no smaller than 11-point font with margins of normal size, 1" all around. All bids shall address the following items:

i. Cover Letter, **maximum 2 pages**, stating the validity of the firm and irrevocable offer through and including **May 22, 2021**, and other appropriate items. The bid must be signed on behalf of the offeror and must bear the signature of a person duly authorized to sign the proposal on behalf of the offeror and reference this ITB 2021-844 Janitorial Services and accept its terms and conditions, Attachments, Exhibits, Agreement, etc., or clearly and conspicuously indicate any exceptions.

ii. Complete all pricing sections of Schedule of Fees. Bids will be rejected as non-responsive if Schedule of Fees have been altered or modified in any way other than by entering required information. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder(s) on an individual item or combination of items, whichever is in the
best interest of the District.

c. Bids shall be completed in all respects as required by the instructions herein. A bid may be deemed non-responsive if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.

d. The bid submitted must not contain erasure, interlineation, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the bid, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a bid, the DISTRICT will notify the Offeror that the bid, as submitted, appears to contain errors and require the Offeror to correct the errors.

e. The DISTRICT may request to meet with the Offeror's authorized representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing.

f. The DISTRICT reserves the right to reject any bid or to waive any inconsequential irregularities or informalities in any bid or in the bidding process.

g. All bids and materials submitted in response to this ITB shall becoming the property of the DISTRICT and shall be considered a part of the Public Record. The DISTRICT will endeavor not to disclose documents protected by law from public disclosure if the documents are clearly marked with the word "Confidential" on each applicable confidential section or page. Trade secrets may be marked as confidential but will only be considered confidential if claimed to be a trade secret at the time of submittal to the DISTRICT, marked as confidential, and compliant with Government Code Section 6254.7.

h. After acceptance and award by the DISTRICT, a contract between the successful firm and the DISTRICT will be executed and will consist of the terms and conditions of this ITB 2021-844 Janitorial Services including the Agreement for Janitorial Services,” and Attachment 1 “Statement of Work”.

III. PRE-BID MEETING – MANDATORY

a. The DISTRICT will hold a mandatory pre-bid meeting virtually through Microsoft Teams on Friday, March 12, 2021 at 11:30 AM (PST). All Offerors are required to attend the pre-bid meeting. Failure to attend the pre-bid meeting may result in the rejection of Offeror's proposal as non-responsive.

1. Invitation requests to the Microsoft Teams link shall be emailed to purchasing@orangeusd.org.
2. The Offeror may call into the pre-bid meeting at the phone number and phone conference ID below:
   • Phone Number 1-323-457-5029
• Conference ID 723 062 373#

IV. EXPLANATIONS TO OFFERORS:
   a. If an Offeror desires an explanation or clarification of any kind regarding this ITB, the Offeror must make a written request. All questions regarding this bid must be submitted by email by 2:00 PM (PST) on Friday, March 12, 2021 to purchasing@orangeusd.org. Questions submitted after this time or from other than stated above will not be answered. Reference “Questions – ITB 2021-844” in the subject line. The DISTRICT will advise all Offerors known to have received a copy of the ITB of the explanation or clarification by formal ITB addendum as the DISTRICT may, in its sole discretion, deem appropriate.

   b. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the ITB then the Offeror shall immediately notify the DISTRICT in writing.

V. ADDENDUMS: Offerors are advised that the District reserves the right to amend this ITB at any time. Addendums will be done formally by providing written addendum to all potential Offerors known to have received a copy of the ITB. All addendums will also be available at the District's website: https://www.orangeusd.org/departments/business-services/purchasing/bids. If, in the sole and absolute discretion of the DISTRICT, the change is of such nature that additional time is required for Offerors to prepare bids, the DISTRICT will change the due date deadline and notify all known Offerors in writing of the revised due date.

   a. Offerors must acknowledge receipt of any and all ITB addendums. This shall be done by any one of the following means:
      i. In the cover letter of the bid.
      ii. By signing and returning a copy of the addendum.

   b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of addendums must be received by the District prior to the specified deadline for the submission of bids. Failure to acknowledge in writing the receipt of any addendums may result in the rejection of Offeror’s proposal as non-responsive.

VI. VALIDITY OF FIRM OFFER: Each offer must be a firm irrevocable offer and remain open and valid for District acceptance through May 22, 2021.

VII. SUBMIT HARD COPY BID: Telegraphic, facsimile, or electronic offers and modifications will NOT be considered.

VIII. MODIFICATION OR WITHDRAWAL OF BID: An Offeror may modify or withdraw a bid after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a bid provided that the bid withdrawal is prior to the due date specified for submission of bids.
IX. **LATE BIDS**: No offer or offer/bid modification received after the due date will be considered.

X. **PROTEST PROCEDURES**: Protests that do not comply with the protest procedures outlined below will be rejected.

   a. Protests or objections may be filed regarding the procurement process, solicitation or addenda content, or contract award.

   b. The DISTRICT will only review protests submitted by an interested party, defined as an actual or prospective bidder whose direct economic interest could be affected by the DISTRICT’s conduct of the solicitation. Subcontractors do not qualify as interested parties.

   c. Submit protests to the Contract Analyst at the E-mail Address jnoriega@oragneusd.org for Protests.

   d. File protests with all supplemental materials by 4:00 PM PST on the deadlines set forth below. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline may be rejected.

      1. If relating to the content of the solicitation or to an addendum, file within five (5) Business Days after the date the District releases the solicitation or addendum.

      2. If relating to any notice of non-responsiveness or non-responsibility, file within five (5) Business Days after the District issues such notice.

      3. If relating to intent to award, file within five (5) Business Days after the District issues notice of Intent to Award. No protests will be accepted once actual award has been made.

   e. A protest must specifically include all of the following elements:

      1. Detailed grounds for the protest, supported by technical data, documentary evidence, dates, witness names, and other information related to the subject under protest; and

      2. The law, rule, regulation, policy, or section of this solicitation upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, policy or section.

   f. The District will respond in writing to the protesting party, and if applicable, will copy the party whose bid may be the subject of the protest.

   g. Nothing in these protest requirements will prevent the District from proceeding with the procurement or awarding a Purchase Order or contract while a protest is pending.
XI. CONTRACT AWARD:

a. On the Bid Due Date and Time, bids submitted will be publicly read out loud. The District will issue a notice of Intent to Award within five (5) business days of the Bid Due Date.

b. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder(s) on an individual item or combination of items, whichever is in the best interest of the District.

c. Subject to approval by the Board of Education, it is anticipated that a contract will be made with the Offeror whose proposal is determined by the District to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

SCHEDULE OF FEES

ITEM 1.0 Weekly “Day” Service

<table>
<thead>
<tr>
<th>Line</th>
<th>Pricing of Janitorial Services per School</th>
<th>Flat Rate per week per School</th>
<th># of Schools</th>
<th>Extended Amount (Flat Rate x # of Schools)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekly “Day” Service per Elementary School</td>
<td>$</td>
<td>27</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Weekly “Day” Service per Middle School</td>
<td>$</td>
<td>3</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Weekly “Day” Service per High School</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Weekly “Day” Service per Special Program</td>
<td>$</td>
<td>4</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Weekly “Day” Service per District Office</td>
<td>$</td>
<td>2</td>
<td>$</td>
</tr>
</tbody>
</table>

Grand-Total for Item 1.0 Weekly "Day" Service (Sum of all line items) $

ITEM 2.0 As needed “Night” Service

<table>
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<tr>
<th>Line</th>
<th>Pricing of Janitorial Services per School</th>
<th>Flat Rate per week per School</th>
<th># of Schools</th>
<th>Extended Amount (Flat Rate x # of Schools)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>As needed “Night” Service per Elementary School</td>
<td>$</td>
<td>27</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>As needed “Night” Service per Middle School</td>
<td>$</td>
<td>3</td>
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<td>3</td>
<td>As needed “Night” Service per High School</td>
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<td>4</td>
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</tr>
<tr>
<td>5</td>
<td>As needed “Night” Service per District Office</td>
<td>$</td>
<td>2</td>
<td>$</td>
</tr>
</tbody>
</table>

Grand-Total for Item 2.0 As needed "Night" Service (Sum of all line items) $

ATTACHMENT 1
STATEMENT OF WORK
GENERAL SCOPE OF JANITORIAL SERVICES

The janitorial services shall include, but not be limited to, routine janitorial maintenance for all District sites. The District will provide all required materials, equipment, tools, supplies, and start up training. The Contractor(s) will keep the District informed of materials needing to be replenished as well as services on District tools. The Contractor(s) will perform all cleaning in a manner so as not to disrupt normal business functions as determined by the District.

Quality of Service and Standards of Cleanliness

The Contractor(s) shall provide quality workmanship for the duration of the contract. Best management practices of the building cleaning industry are required with regard to sanitation, housekeeping, safety, and public relations. At a minimum, methods will be in accordance with current best practices promulgated by the ISSA-the Wordwide Cleaning Industry Association and the International Executive Housekeeping Association. Standards may be viewed at www.issa.com or www.ieha.org.

All work performed will always be subject to review and acceptance by the District. Contractor(s) will be responsible for careless workmanship. If a task is not performed to produce the specified standard result, it must be re-done at the Contractor's expense without charge to the District and without interference with the performance of regular scheduled work.

Item 1.0 Weekly “Day” Service

The Contractor shall clean and disinfect surfaces regularly to reduce transmission of viruses, including Coronavirus. All sites are found in Exhibit A that includes addresses and building square footage. The District will identify high-touch areas to the Contractor for each District site. For example, door handles, restrooms, dining tables and other commonly used objects and locations would be deemed high-touch areas.

Bids for weekly day service costs submitted by Contractors shall be fully inclusive of costs associated with performing all activities required for cleaning and disinfecting surfaces.

Materials/Hours/Supervision/Tasks/Method of Cleaning

1.1 The District will provide all materials need to disinfect surfaces  
1.2 The District normal “Day” shift hours are Monday-Friday 9AM – 5:30PM  
1.3 The District will designate a site supervisor for each Contractor’s employee at each site. The site supervisor will instruct the tasks that need to be done.  
1.4 The following tasks outlined below are the standard tasks the Contractor would be responsible for:

1. Empty and clean wastebaskets, replace liners if needed  
2. Dust all furniture and counters  
3. Clean and disinfect sinks, including all fixtures  
4. Keep inside of windows clean at all times  
5. Spot clean and disinfect doors, walls and woodwork  
6. Sweep floors  
7. Clean and disinfect top of classroom tables  
8. Empty pencil sharpeners
9. Clean and disinfect counter tops
10. Dust, clean, and disinfect office telephone
11. Dust, clean, and disinfect office intercom
12. Wash fingerprints off windows
13. Clean classroom
14. Mop and disinfect all floors

1.5 The following color coded materials shall be used when utilizing the District’s preferred method for cleaning:

**BLUE**
GENERAL AREAS:
LOUNGES, OFFICES,
CLASSROOMS, GLASS
AND MIRRORS

**RED**
TOILETS, URINALS, AND
RESTROOM FLOORS

**GREEN**
FOOD PREPARATION,
KITCHEN, CAFETERIA

1.6 Method for Cleaning Offices:
- Check your custodial cart to be certain you have the necessary tools and supplies to do the job. Leave the cart just inside the entrance to the office.
- Pick up first waste basket, empty other waste baskets (if you have room) into the first waste basket. Empty all pencil sharpeners into waste basket and empty into trash container. Check all paper dispensers. If any need filling leave open, keep moving back to cart.
- Pick up paper that is needed for dispensers. Start cleaning the room, moving around the room to the left or right, cleaning all counters, sinks, chrome and restrooms. Spot clean walls and windows and dust everything within reach. Paper dispensers should be filled and windows locked as you come to them. When arriving back at your custodial cart everything should be done, but the floors.
- Dust mop floors and straighten all furniture.
Mop restroom floors and spot mop office floors where needed. On Fridays mop complete office - put just enough clean water in your bucket to damp mop the office and add one quart of wax (no cleaner). Damp mop the entire floor.

Dusting: Use two dust cloths, one for desk tops, telephones and furniture only. Dust entire office. Clean telephone as needed. Out of reach dusting and Venetian blinds should be done weekly.

Keep all inside windows clean.

Check and lock all doors. Leave the lighting on as directed by your supervisor.

### Important items to note:
- Do not throw away any papers or empty boxes even though you may find them on the floor. Dispose only what is in the waste baskets.
- Do not attempt to re-arrange papers or materials you find on the desk tops. Put them down as you find them or dust around them.
- Do not snoop or read letters or papers which have been left on the desks.

### 1.7 Method for Cleaning Classrooms:
- Check your cart to be certain you have the necessary tools and supplies to do the job. Leave the cart just outside the door of the classroom.
- Spot clean outside of door. Open and relock door, so door will be locked when shut. Spot clean inside of door and window. Empty wastebasket nearest to door into trash barrel, clean inside of wastebasket, replace liner if needed.
- Start cleaning classroom moving around the room from left or right. Dust, spot clean windows, walls, window sills, sinks, chrome, cabinets, lunch box shelves and teacher's desk. As you clean, check and lock windows, check dispensers and leave open if they need refilling. When back to your cart everything should be cleaned except floor and table tops. When bringing in your dust mop for floor, also bring in the refills for your dispensers.
- Dust mop the floors or vacuum if they are carpeted rooms. A pattern should be established when cleaning the floors. These patterns will vary because of the type of furniture or because of the way the teacher has the furniture arranged. However, you should start at the front of the room, opposite the door and sweep around the wall and back to the door, then work from the back of the room to the front, always ending up at the door. Pick up the dirt and deposit into the trash container. **DO NOT sweep the dirt out on the walk or lawn.**
- While dust mopping the floors or vacuuming, the following should be done:
  - Straighten out the furniture as you go.
  - Check sliding doors to be certain they are closed and locked.
  - Fill soap and towel dispensers.
- Remove the chairs from the table tops and set into place NEATLY. Spot clean tables while removing chairs.
- The floor should be spot cleaned where needed.
- Dusting (anything that can be reached from the floor) should be done daily. Telephone should be wiped daily and cleaned as needed.
- Dusting in out of reach areas should be done as needed and scheduled.
- Double check and lock all doors and windows.

### 1.9 Method for Cleaning Restrooms:
- Check your cart to be sure you have the necessary tools, supplies and cleaners
to properly clean restrooms.

- Clean doors of restrooms inside and outside.
- Pick up papers and trash from floors, check soap, towels, and toilet paper dispensers. Empty trash and leave trash container outside.
- Fill-up soap paper dispensers.
- Sweep floor using a nylon push broom or parlor corn broom.
- Start cleaning from left or right, going around the room cleaning everything as you work.
- Clean sinks, using a small amount of disinfectant. A sponge should be used for this purpose. Chrome fixtures and soap dispensers should be included in the washing. In extreme cases of obstinate stains, use a little powered cleaner. Rinse thoroughly, wipe chrome fixtures with cloth or paper towels.
- Toilet bowls - Flush the toilet before starting to clean. Using the disinfectant cleaner, wash the outside of the toilet including the back, clean toilet seat (remember the underside), chrome flush valve and stop valve and the partition walls. Dry these areas and the toilet seat and leave the seat in the upright position. With the sponge lower the water level inside of bowl by pushing water down trap and wash the inside using the disinfectant cleaner. Special attention should be placed on cleaning under the rim of the toilet bowl, using scouring powder or bowl cleaner. Do not use the same sponges that you use on toilets and urinals for cleaning wall tile, sinks, etc.
- Clean urinals using the same procedure as used on toilets. Leave the cleaning solution in the drain of urinals until the floors are mopped.
- Mop floors using disinfectant cleaner - read label on the amount you add to your water. Flush urinals as you mop the floor.
- Clean all mirrors, spot clean walls and dust those areas which can be reached.
- Put trash container back in restroom. Check the windows, make sure all are locked. Lock the door.

1.10 Method for Cleaning the Cafetorium Building

- Check your cart to make sure you have the necessary supplies to properly clean the cafetorium.
- Remove trash containers from the cafetorium and kitchen to outside trash area.
- Tables and benches should be put back into the wall. If only one side or a portion of the tables are used for eating, these may be moved as you clean. Special classes, night activities or Head Custodian's request will dictate whether tables are to be put away or left down. For those schools that have chairs in place of benches, the chairs should be folded and put gently on the tables.
- Sweep floor of cafetorium and stage area.
- Mop the floor of the cafetorium using one ounce of disinfectant cleaner to each gallon of warm water (don't use water that is too hot, it may soften the wax). Do not use a dry or damp mop in the eating areas or kitchen areas, use a wet mop in these areas. In extremely dirty or sticky areas, let the mop water set several minutes before mopping. Bear down when you mop and if necessary use a 3-M pad under one foot or attached to a mop head to remove stubborn stains. Rinse mop well and wring dry, mop floor as dry as possible. Cafetorium floors must be mopped every day. If the floor becomes dirty and unsightly you may have to strip and re-wax. This can be done by doing a fourth of the floor each day until the floor is completed. All wet mops must be rinsed in clean water and hung upside
down to dry (daily).

- Clean and mop the kitchen area using the same procedure as used in the cafetorium.
- Dust - anything within reach.
- Spot clean wood work, doors, walls, etc. as needed.
- Clean windows as needed.
- Clean cafetorium restrooms per instructions for cleaning restrooms.
- Clean trash containers - clean up trash area.
- Check windows, lock all doors.

Because of food preparation and the pupils carelessly dropping food on the floor, special attention and effort is needed to keep the cafetorium and kitchen clean and sanitary. Special attention needs to be given to the crevices of tables and chairs for the accumulation of foot and dirt. Also, do not overlook the recessed areas where the tables and benches fit into the wall as this is another area where food and dirt accumulates. Handle the folding tables and chairs with care. Lower them gently and do not slam them into the walls when putting them away. **Be careful at all times.**

### Item 2.0 As needed “Night” Service

The Contractor shall clean and disinfect surfaces regularly to reduce transmission of viruses, including Coronavirus. All sites are found in [Exhibit A](#) that includes addresses and building square footage. The Contractor shall provide all cleaning materials, machines, etc. to clean and disinfect surfaces.

Bids for as needed night service costs submitted by Contractors shall be fully inclusive of costs associated with performing all activities required for cleaning and disinfecting surfaces.

The awarded Contractor shall be available for as needed “Night” shift services. The District will contact the awarded Contractor no later than 10AM PST for the same day shift. In case of an emergency and the District requests services after 10AM PST, the Offeror shall try their best to accommodate at no additional charge.

**Materials/Hours/Supervision/Tasks/Method of Cleaning**

1.1 The District will not provide any cleaning materials for “Night” services
1.2 The District normal “Night” shift hours are Monday-Friday 3PM – 11PM
1.3 The following tasks outlined below are the standard tasks the Contractor would be responsible for:

1. Empty and clean wastebaskets, replace liners if needed
2. Dust all furniture and counters
3. Clean and disinfect sinks, including all fixtures
4. Keep inside of windows clean at all times
5. Spot clean and disinfect doors, walls and woodwork
6. Sweep floors
7. Vacuum floors
8. Clean and disinfect top of classroom tables
9. Empty pencil sharpeners
10. Clean and disinfect counter tops
11. Dust, clean, and disinfect office telephone
12. Dust, clean, and disinfect office intercom
13. Wash fingerprints off windows
14. Clean classroom
15. Mop and disinfect all floors

1.5 The District recommends utilizing the following color coded materials throughout while cleaning:

**BLUE**

GENERAL AREAS: LOUNGES, OFFICES, CLASSROOMS, GLASS AND MIRRORS

**RED**

TOILETS, URINALS, AND RESTROOM FLOORS

**GREEN**

FOOD PREPARATION, KITCHEN, CAFETERIA

1.6 Method for Cleaning Offices:

- Check your custodial cart to be certain you have the necessary tools and supplies to do the job. Leave the cart just inside the entrance to the office.
- Pick up first waste basket, empty other waste baskets (if you have room) into the first waste basket. Empty all pencil sharpeners into waste basket and empty into trash container. Check all paper dispensers. If any need filling leave open, keep moving back to cart.
- Pick up paper that is needed for dispensers. Start cleaning the room, moving around the room to the left or right, cleaning all counters, sinks, chrome and restrooms. Spot clean walls and windows and dust everything within reach. Paper dispensers should be filled and windows locked as you come to them. When arriving back at your custodial cart everything should be done, but the floors.
- Dust mop floors and straighten all furniture.
✓ Mop restroom floors and spot mop office floors where needed. On Fridays mop complete office - put just enough clean water in your bucket to damp mop the office and add one quart of wax (no cleaner). Damp mop the entire floor.
✓ Dusting: Use two dust cloths, one for desk tops, telephones and furniture only. Dust entire office. Clean telephone as needed. Out of reach dusting and Venetian blinds should be done weekly.
✓ Keep all inside windows clean.
✓ Check and lock all doors. Leave the lighting on as directed by your supervisor.

Important items to note:
✓ Do not throw away any papers or empty boxes even though you may find them on the floor. Dispose only what is in the waste baskets.
✓ Do not attempt to re-arrange papers or materials you find on the desk tops. Put them down as you find them or dust around them.
✓ Do not snoop or read letters or papers which have been left on the desks.

1.7 Method for Cleaning Classrooms:
✓ Check your cart to be certain you have the necessary tools and supplies to do the job. Leave the cart just outside the door of the classroom.
✓ Spot clean outside of door. Open and relock door, so door will be locked when shut. Spot clean inside of door and window. Empty wastebasket nearest to door into trash barrel, clean inside of wastebasket, replace liner if needed.
✓ Start cleaning classroom moving around the room from left or right. Dust, spot clean windows, walls, window sills, sinks, chrome, cabinets, lunch box shelves and teacher's desk. As you clean, check and lock windows, check dispensers and leave open if they need refilling. When back to your cart everything should be cleaned except floor and table tops. When bringing in your dust mop for floor, also bring in the refills for your dispensers.
✓ Dust mop the floors or vacuum if they are carpeted rooms. A pattern should be established when cleaning the floors. These patterns will vary because of the type of furniture or because of the way the teacher has the furniture arranged. However, you should start at the front of the room, opposite the door and sweep around the wall and back to the door, then work from the back of the room to the front, always ending up at the door. Pick up the dirt and deposit into the trash container. **DO NOT sweep the dirt out on the walk or lawn.**
✓ While dust mopping the floors or vacuuming, the following should be done:
  o Straighten out the furniture as you go.
  o Check sliding doors to be certain they are closed and locked.
  o Fill soap and towel dispensers.
✓ Remove the chairs from the table tops and set into place NEATLY. Spot clean tables while removing chairs.
✓ The floor should be spot cleaned where needed.
✓ Dusting (anything that can be reached from the floor) should be done daily. Telephone should be wiped daily and cleaned as needed.
✓ Dusting in out of reach areas should be done as needed and scheduled.
✓ Double check and lock all doors and windows.

1.9 Method for Cleaning Restrooms:
✓ Check your cart to be sure you have the necessary tools, supplies and cleaners
to properly clean restrooms.
✓ Clean doors of restrooms inside and outside.
✓ Pick up papers and trash from floors, check soap, towels, and toilet paper dispensers. Empty trash and leave trash container outside.
✓ Fill-up soap paper dispensers.
✓ Sweep floor using a nylon push broom or parlor corn broom.
✓ Start cleaning from left or right, going around the room cleaning everything as you work.
✓ Clean sinks, using a small amount of disinfectant. A sponge should be used for this purpose. Chrome fixtures and soap dispensers should be included in the washing. In extreme cases of obstinate stains, use a little powered cleaner. Rinse thoroughly, wipe chrome fixtures with cloth or paper towels.
✓ Toilet bowls - Flush the toilet before starting to clean. Using the disinfectant cleaner, wash the outside of the toilet including the back, clean toilet seat (remember the underside), chrome flush valve and stop valve and the partition walls. Dry these areas and the toilet seat and leave the seat in the upright position. With the sponge lower the water level inside of bowl by pushing water down trap and wash the inside using the disinfectant cleaner. Special attention should be placed on cleaning under the rim of the toilet bowl, using scouring powder or bowl cleaner. Do not use the same sponges that you use on toilets and urinals for cleaning wall tile, sinks, etc.
✓ Clean urinals using the same procedure as used on toilets. Leave the cleaning solution in the drain of urinals until the floors are mopped.
✓ Mop floors using disinfectant cleaner - read label on the amount you add to your water. Flush urinals as you mop the floor.
✓ Clean all mirrors, spot clean walls and dust those areas which can be reached.
✓ Put trash container back in restroom. Check the windows, make sure all are locked. Lock the door.

1.10 Method for Cleaning the Cafetorium Building
✓ Check your cart to make sure you have the necessary supplies to properly clean the cafetorium.
✓ Remove trash containers from the cafetorium and kitchen to outside trash area.
✓ Tables and benches should be put back into the wall. If only one side or a portion of the tables are used for eating, these may be moved as you clean. Special classes, night activities or Head Custodian's request will dictate whether tables are to be put away or left down. For those schools that have chairs in place of benches, the chairs should be folded and put gently on the tables.
✓ Sweep floor of cafetorium and stage area.
✓ Mop the floor of the cafetorium using one ounce of disinfectant cleaner to each gallon of warm water (don't use water that is too hot, it may soften the wax). Do not use a dry or damp mop in the eating areas or kitchen areas, use a wet mop in these areas. In extremely dirty or sticky areas, let the mop water set several minutes before mopping. Bear down when you mop and if necessary use a 3-M pad under one foot or attached to a mop head to remove stubborn stains. Rinse mop well and wring dry, mop floor as dry as possible. Cafetorium floors must be mopped every day. If the floor becomes dirty and unsightly you may have to strip and re-wax. This can be done by doing a fourth of the floor each day until the floor is completed. All wet mops must be rinsed in clean water and hung upside
down to dry (daily).
✓ Clean and mop the kitchen area using the same procedure as used in the cafetorium.
✓ Dust - anything within reach.
✓ Spot clean wood work, doors, walls, etc. as needed.
✓ Clean windows as needed.
✓ Clean cafetorium restrooms per instructions for cleaning restrooms.
✓ Clean trash containers - clean up trash area.
✓ Check windows, lock all doors.

Because of food preparation and the pupils carelessly dropping food on the floor, special attention and effort is needed to keep the cafetorium and kitchen clean and sanitary. Special attention needs to be given to the crevices of tables and chairs for the accumulation of foot and dirt. Also, do not overlook the recessed areas where the tables and benches fit into the wall as this is another area where food and dirt accumulates. Handle the folding tables and chairs with care. Lower them gently and do not slam them into the walls when putting them away. Be careful at all times.

**EXHIBIT A**

<table>
<thead>
<tr>
<th>SCHOOL TYPE</th>
<th>SCHOOL NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
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ATTACHMENT 2

INFORMATION REQUIRED OF OFFEROR

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a bid to be rejected due to being non-responsive. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the Offeror’s firm and/or any of its owners, officers, directors, shareholders, parties or principals.

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

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.
SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(2) Telephone: ____________________ Facsimile: ____________________

E-Mail Address: ________________________________________________

Website Address: _______________________________________________

(3) Type of firm: (check one)
   Individual ☐ Partnership ☐ Corporation ☐
   Subsidiary ☐ Government Entity ☐

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

<table>
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<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
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(5) Please list any applicable certifications and licenses and the associated numbers:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

   a. If Yes, give firm name, address and certification or license number.
      (i) Name ________________________________________________
      (ii) Address ___________________________________________
      (iii) License No. (if any) _________________________________
(7) How many years has your firm been in business under its present business name? 
______________________.

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(11) Please attach a short history, **maximum 1 page** 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, **maximum 1 page** or list below why your firm should be selected 
by the District to provide the solicited services.
SECTION B – LEGAL

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

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

(14) 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:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(15) 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:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(16) 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:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(17) 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.

(18) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? 

SECTION C – ADDITIONAL INFORMATION

(19) Please provide any other information, maximum 2 pages that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

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

(a) If so, please describe and elaborate:

__________________________________________

__________________________________________

__________________________________________

REFERENCES

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

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

__________________________________________

__________________________________________

__________________________________________

(22) Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services. Show the names, E-mail addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Offeror recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Offeror, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Offeror or the Offeror's performance of work.
<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
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</table>

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror is true and correct. Executed this ____ day of __________, 202_, at ______________________, State of ___________.

City, County

______________________________

Signature

______________________________

Print Name

______________________________

Title
ATTACHMENT 3
OFFER FORM

This Offer Form must be duly executed and submitted with any offer to OUSD.

The Offeror hereby agrees that its offer is subject to all ITB 2021-844 Janitorial Services provisions, terms and conditions, attachments, agreements, exhibits, amendments and other applicable materials which are hereby incorporated by reference. Offeror agrees to promptly enter into a contract in substantial conformance with such ITB.

The Offeror hereby agrees that its attached offer of which this is part, is a firm and irrevocable offer and valid for acceptance by OUSD for the period through and including May 22, 2021. The Offeror hereby agrees that if its offer is accepted by OUSD that it shall provide Janitorial Services in accordance with the ITB.

Full Legal Name of Offeror:__________________________________________________
Address: ________________________________________________________________
Name of Person Duly Authorized to Execute this Offer: __________________
Duly Authorized Signature:__________________________________________________
Title: ___________________________________________________________________
Date: ___________________________________________________________________
Telephone:_____________________________________________________________________
Facsimile: _____________________________________________________________________
Email:_________________________________________________________________________
ATTACHMENT 4
NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY AND SUBMITTED WITH BID
/Public Contract Code Section 7106)

State of California )
County of____________________ ) ss.

_____________________________, being first duly sworn, deposes and says that he or she is
the party making the foregoing proposal, that the proposal is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham offer, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Offeror or any other Offeror, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

________________________________________
Signature of Offeror

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this ______day of_______, 202_.

________________________________________
Signature of Notary

[SEAL OF NOTARY]

________________________________________
Typed Name of Notary
ATTACHMENT 5

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT is made effective on _________, 202_ and it is made by and between __________________________, hereafter called "Contractor," and the Orange Unified School District, hereafter called "District."

RECITALS

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

B. The Contractor 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 District.

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

AGREEMENTS

1. In consultation and cooperation with the District, the Contractor shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Attachments to this agreement – please check, if applicable:

☐ Statement of Work
☐ Proposal / Price Quotation
☐ Price / Fee Schedule
☐ Requirements Summary
☐ Other attachment(s) described as:

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Contractor will commence providing services under this Agreement on _________, 202_, and will diligently, properly and in full compliance perform as required and complete the performance of services by _________, 202_. Time shall be of the essence in the performance of this Agreement. If the Contractor 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 Contractor to properly perform under this Agreement, then the Contractor shall immediately notify the District’s Administrative Services or
Purchasing Department in writing.

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

4. The District will prepare and furnish to the Contractor upon request such existing information as is reasonably necessary for the performance of the Contractor. The Contractor 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.

5. The total amount to be paid to the Contractor for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed $__________________

6. Payment shall be made to the Contractor 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. The District will not be obligated to make more than one (1) payment to the Contractor each month.

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

8. The District may at any time and for any reason suspend performance by the Contractor or terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Contractor. 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 sooner. Upon receipt of any notification of termination by the District, the Contractor shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. 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.

9. The Contractor agrees to and shall hold harmless and indemnify the District, 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 Contractor or any person, firm or corporation employed by the Contractor 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 District, 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 District, 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 school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Contractor, at Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, 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 District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.

MINIMUM SCOPE OF INSURANCE

a. Commercial General Liability: For injury or damage that arises out of the other party's use of premises, work, services or products $1,000,000 per occurrence / $2,000,000 annual aggregate.

b. Business Auto Liability: For injury or damage that arises out of the other party's use of automobiles; should include all owned, hired, rented, leases, or other non-owned autos $1,000,000 per accident.

c. Workers' Compensation & Employer's Liability: Per Statute for Workers' Compensation; Employer's Liability $1,000,000 per accident, disease and annual aggregate.

d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services $5,000,000 per occurrence / $5,000,000 annual aggregate.

e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property $2,000,000 per occurrence / $2,000,000 annual aggregate.

f. Sexual Abuse/Molestation: (if applicable) While working individually with students unsupervised $1,000,000 per occurrence / $2,000,000 annual aggregate.

11. The Contractor 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 District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Contractor's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Contractor 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.

12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. The Contractor shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Contractor represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.

14. The Contractor, if an employee of another public agency, certifies that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public
agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
   a) Increase dollar amounts;
   b) Effect administrative changes; and
   c) Effect other changes as required by law.

16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

18. Contractor shall contemporaneously execute, as a part of this Agreement, the attached “Criminal Records Check Fingerprinting Certification” form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONTRACTOR: DISTRICT:

__________________________________________ Orange Unified School District
__________________________________________ 726 W. Collins Ave.
__________________________________________ Orange, CA 92867

(Signature, Authorized Representative) (Signature, Authorized Representative)
Signer’s Name: ___________________________ David A. Rivera
Title: ________________________________ Assistant Superintendent/CBO

__________________________
(SSN or Federal ID number)

__________________________
(Telephone)

__________________________
(Email Address)

__________________________
(Date) (Date)

District Board of Education Approval Date: ________
Attachment(s): _____________________________________
_________________________________________________
DECLARATION OF WORK

To the Governing Board of the Orange Unified School District:

I ____________________________________________, acknowledge and certify as (Name of Vendor) follows:

Checkbox the following that applies:

☐ Will be working individually with students unsupervised (attach criminal records check form and evidence of sexual abuse and molestation insurance coverage)

☐ Will be working individually with students under direct site supervision

☐ Will be working individually with students under parent/guardian/family member supervision

☐ While on location, will not be working with any students

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

Executed in the city of __________________________ , California, on __________/________/________

__________________________________________________________
Business Name (if applicable)                                  Address

__________________________________________________________
Printed Name of Authorized Signer                               City, State, Zip

__________________________________________________________
Title of Authorized Signer                                       Telephone

__________________________________________________________
Authorized Signature                                             E-Mail Address
NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

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

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

PENAL CODE SECTION 667.5(c)
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
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 nominate; 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.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have 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.
To the Governing Board of the Orange Unified School District:

I, ____________________________ , acknowledge and certify as follows:

(Name of Contractor)

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

2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.

3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

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

Executed at _________________________, California, on ____ / ____ / ____

__________________________________________________________
Business Name (if applicable)  Address

__________________________________________________________
Printed Name of Authorized Signer  City, State, Zip

__________________________________________________________
Title of Authorized Signer  Telephone

__________________________________________________________
Authorized Signature  E-Mail Address
CRIMINAL RECORDS CHECK

EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: 

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<th>Name of Employee or Volunteer</th>
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**IMPORTANT!** Changes to the criminal status of anyone listed on this form must be reported immediately.