

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY



RFP 2021-0002
REQUEST FOR PROPOSALS
FOR
ELECTRICAL SERVICES (AS NEEDED)
DISTRICTWIDE

PROPOSAL DUE DATE

Monday, May 10, 2021 at 2:00 PM PST

SUBMIT PROPOSALS TO

Jody Johancsik

Purchasing Director

Ocean View School District of Orange County

17200 Pinehurst Lane, Building B

Huntington Beach, Ca 92647

Phone: 714.847.2551

Fax: 714.842.1541

RFP 2021-0002
REQUEST FOR PROPOSALS
ELECTRICAL SERVICES (AS NEEDED)
DISTRICTWIDE

The OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY (District) is pleased to request a proposal from your firm for services of an experienced and qualified licensed electrical contractor with proven expertise in electrical installations and repairs at various District properties. 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 Request for Proposal (RFP) materials including the anticipated basis of the agreement. It is anticipated that the agreement will commence in June 2021, and will be for an initial one-year term. In addition, four (4) one-year renewal options may be included in the agreement, exercisable at the discretion of the District.

Please submit one (1) original and four (4) copies of the proposal.

Receipt of proposals is required on or before
Monday, May 10, 2021, at 2:00 PM PST

At the Purchasing Office, Building B, 17200 Pinehurst Lane, Huntington Beach, CA 92647

The proposal must be valid for District acceptance through July 30, 2021.

A District evaluation committee, utilizing the evaluation criteria in this RFP, will evaluate proposals.

Please direct any written inquiries regarding this RFP *via* email to the attention of Jody Johancsik, Purchasing Director at jjohancsik@ovsd.org. General information regarding the District is available *via* the Internet at www.ovsd.org or *via* the telephone at (714) 847-2551 Ext 1418. The link for the RFP is located at www.ovsd.org and locating Quick Links / RFP/RFQ/Bid Opportunities.

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

Published: April 22 and April 29, 2021

Attachment 1, Statement of Work
Attachment 2, Information Required of Offeror
Attachment 3, Firm Proposal/Offer Form
Attachment 4, Non-collusion Electrical Services (As Needed)

OVERVIEW OF THE DISTRICT

Ocean View School District of Orange County (OVSD) was formed in 1874, when the area was mostly farmland. A preschool- 8th Grade District, it serves approximately 7,000 students in 15 schools. It is located in West Orange County, approximately 35 miles south of Los Angeles and 90 miles north of San Diego. The District encompasses 15 square miles in the northern half of Huntington, and serves a small number of students in Westminster, Fountain Valley, and Midway City.

The District has ten elementary schools for students in grades K-5, four middle schools to serve the needs of our 6-8 students, and 1 preschool for children ages 3-5.

BACKGROUND

The OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY (District) is seeking proposals for the services of an experienced and qualified licensed electrical contractor with proven expertise in electrical installations and repairs at various District properties, in accordance with the specifications herein.

Tentative School Board approval date is May 25, 2021. Anticipated start date is June 1, 2021.

INSTRUCTIONS AND CONDITIONS

I. DEFINITIONS:

- a. As used herein, "RFP" means this Request for Proposal RFP 2021-0002 Electrical Services (As Needed) Districtwide.
- b. As used herein, "District" or "OVSD" mean the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY.
- c. As used herein, "Offeror" means Consultant submitting a proposal.
- 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 PROPOSALS:

- a. Before submitting a proposal, each Offeror is expected to thoroughly examine the RFP including all attachments, Agreements and exhibits thereto, all other RFP documents, and any RFP 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 RFP.
- b. **CONTENTS OF PROPOSAL**
An Offeror must submit an original proposal and four copies (5 total). All text within proposal shall be no smaller than 11-point font with margins of normal size. All proposals shall address the following items:
 - i. Cover Letter, **maximum 2 pages**, stating the validity of the firm and irrevocable proposal/offer through and including **July 31, 2021**, and other appropriate items. The proposal 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 RFP 2021-0002 Electrical Services (As Needed) Districtwide 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.
 - a. Prevailing Wages:
 - i. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable.
 - ii. The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. The contractor shall post a copy of such prevailing wage rates on the jobsite by contractor.
 - b. Contractor Registration
 - i. Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/Public-Works.html>. Contracts entered into with any contractor in violation of Section 1771.1(a), shall be subject to cancellations by the District at the sole discretion of the District consistent with Section 1771.1.
 - ii. Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor code prior to submitting a Proposal.
 - iii. DIR Registration numbers shall be provided by Contractor on Contractor’s Business Statement and References, Exhibit C, when submitting Proposal.
 - iv. Contractors submitting proposals on this project acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- iii. Complete all questions and submit with any proposal/offer, the Attachment 2 “Information Required of Offeror Form”. Please be advised that questions

may be answered in other sections of the proposal if clearly and conspicuously identified.

- iv. Execute and submit with any proposal/offer, the Attachment 3 “Firm Proposal/Offer Form”.
 - v. Execute and submit with any proposal/offer, the Attachment 4 “Non-collusion Affidavit Form”.
 - vi. DESCRIPTION OF FIRM – **Maximum 5 pages** please provide a brief description of the firm, statement of interest and qualifications of the firm and personnel. Include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District.
 - vii. CONSULTANT’S PERSONNEL – **Maximum 3 pages**, submit resume(s) or profiles of the specific individual(s) who will be assigned to provide the requested services, including their specific qualifications and recent related experience providing similar services. Also, submit copies of their professional certifications and/or licenses, as applicable.
 - viii. CAPACITY & METHODOLOGY – **Maximum 2 pages**, use this section to address the ability of the firm to undertake and accomplish the required scope of professional consultant services for which you are requesting consideration.
 - ix. PAST PERFORMANCE – **Maximum 2 pages**, description of past performances of similar service and related experience.
 - x. PROFESSIONAL CONSULTING SERVICE FEES – Using the attached Schedule of Fees section, provide a standard fee schedule for the specific tasks required by the scope of services provided. Fees should distinguish hourly rates, and should qualify rates for regular, overtime, and holiday work, if applicable. All rates must be inclusive of all costs, overhead, general administrative costs, mileage and travel, indirect and direct costs, fees, profit, etc. Be thorough and specific, as this will form the pricing basis of any resultant contract.
 - xi. Provide a recent copy of your firm’s Reviewed Financial Statement.
- c. Proposals shall be completed in all respects as required by the instructions herein. 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 DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.
- d. The proposal 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 proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are discovered in a proposal, the DISTRICT will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

- e. The DISTRICT reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those Offerors as determined by the DISTRICT, to be within an acceptable competitive range, or to negotiate separately with any Offeror when it is determined to be in the best interest of the DISTRICT. In addition, the District may request that Offerors provide a best and final offer. The District may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.
- f. 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, or to make a presentation to the District staff or to its Board of Trustees.
- g. The DISTRICT may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.
- h. All proposals and material submitted in response to this RFP shall becoming the property of the District and shall be considered a part of the Public Record.
- i. 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 RFP 2021-0002 Electrical Services (As Needed) Districtwide including the Agreement for Electrical Services (As Needed) Districtwide," and Attachment 1 "Statement of Work".

III. EXPLANATIONS TO OFFERORS:

- a. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request. **All questions regarding this proposal must be submitted by email by 3:00 PM (PST) on Monday, May 3, 2021, to jjohancsik@ovsd.org.** Questions submitted after this time or from other than stated above will not be answered. **Reference "Questions – RFP 2021-0002" in the subject line.** The District will advise all Offerors known to have received a copy of the RFP of the explanation or clarification by formal RFP amendment 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 RFP, then the Offeror shall immediately notify the District in writing.

IV. AMENDMENTS: Offerors are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. All amendments will also be available at the District's website:

<https://www.ovsd.org/Page/4972> and <https://www.ovsd.org/Page/3792>. 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 proposals, 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 all RFP amendments. This shall be done by any one of the following means:
 - i. In the cover letter or proposal.
 - ii. By signing and returning a copy of the amendment.
 - b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of amendments must be received by the District prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Offeror's proposal.
- V. VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer and remain open and valid for District acceptance through **July 31, 2021**.
- VI. SUBMIT HARD COPY PROPOSAL: Telegraphic, facsimile, or electronic offers and modifications will **NOT** be considered.
- VII. MODIFICATION OR WITHDRAWAL OF PROPOSAL: An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a proposal provided that the proposal withdrawal is prior to the due date specified for submission of proposals.
- VIII. LATE PROPOSALS: No proposal or proposal modification received after the due date will be considered.
- IX. PROPOSAL EVALUATION AND AWARD:
- a. The District will utilize proposal evaluation criteria generally consisting of:

Qualifications and service capabilities	(0-25 points)
Experience and past performance	(0-20 points)
Quality of service/customer service	(0-20 points)
Cost	(0-35 points)

Maximum Total Points = 100
 - b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the District may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from an Offeror. The District, including its Board of Education, may request an Offeror to make a presentation and make itself available for an interview.

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.

ATTACHMENT 1 STATEMENT OF WORK

GENERAL SCOPE OF ELECTRICAL SERVICES (AS NEEDED) DISTRICTWIDE

The Consultant's services shall include, but not be limited to, providing a comprehensive Electrical Services (As Needed) Districtwide

ELECTRICIAN RESPONSIBILITIES

- Install, maintain and repair electrical control, wiring, and lighting systems.
- Read technical diagrams and blueprints.
- Perform general electrical maintenance.
- Inspect transformers, circuit breakers, and other electrical components.
- Troubleshoot electrical issues using appropriate of testing devices.
- Repair and replace equipment, electrical wiring, or fixtures.
- Follow National Electrical Code state and local building regulations.
- Circuit breaker corrective maintenance.
- Good knowledge of electrical related to heating and air conditioning systems.
- Good knowledge of various test equipment.
- Assemble, install, test, and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures, using hand tools and power tools.
- Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of a breakdown and correct the problem.
- Connect wires to circuit breakers, transformers, or other components.
- Inspect electrical systems, equipment, and components to identify hazards, defects, and the need for adjustment or repair, and to ensure compliance with codes.
- Advise district management on whether continued operation of equipment could be hazardous.
- Test electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures, using testing devices such as ohmmeters, voltmeters, and oscilloscopes, to ensure compatibility and safety of system.
- Maintain current electrician's license or identification card to meet governmental regulations.
- Plan layout and installation of electrical wiring, equipment and fixtures, based on job specifications and local codes.
- Prepare sketches or follow blueprints to determine the location of wiring and equipment and to ensure conformance to building and safety codes.
- Use a variety of tools and equipment such as power construction equipment, measuring devices, power tools, and testing equipment including ammeters, and test lamps.
- Install ground leads and connect power cables to equipment, such as motors.
- Perform duties such as maintaining records and files, preparing reports and ordering supplies and equipment.
- Repair or replace wiring, equipment, and fixtures, using hand tools and power tools.
- Work from ladders, scaffolds, and roofs to install, maintain or repair electrical wiring, equipment, and fixtures.
- Place conduit (pipes or tubing) inside designated partitions, walls, or other concealed areas, and pull insulated wires or cables through the conduit to complete circuits between boxes.
- Construct and fabricate parts, using hand tools and specifications.
- Fasten small metal or plastic boxes to walls to electrical switches or outlets.
- Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting heavy objects.
- Provide preliminary sketches and cost estimates for materials and services.

- Electrician supplies own transportation and tools.
- Please be advised that the District will provide all materials & supplies.
- Electrician supplies own transportation and tools.
- Please be advised that normal District Operating Hours: 6:30am – 3:00pm

EXHIBIT A

SCHOOL	ADDRESS	CITY	ZIP
<i>Elementary Schools – 10 + Interim Site</i>			
Circle View	6261 Hooker Drive	Huntington Beach	92647
College View	6582 Lennox Drive	Huntington Beach	92647
Golden View	17251 Golden View Lane	Huntington Beach	92647
Harbour View	4343 Pickwick Circle	Huntington Beach	92649
Hope View	17622 Flintstone Lane	Huntington Beach	92647
Interim Site (Sun View)	7721 Juliette Low Drive	Huntington Beach	92647
Lake View	17541 Zeider Lane	Huntington Beach	92647
Oak View	17241 Oak Lane	Huntington Beach	92647
Star View	8411 Worthy Lane	Midway City	92655
Village View	5361 Sisson Drive	Huntington Beach	92649
Westmont	8251 Heil Ave	Westminster	92683
<i>Middle Schools - 4</i>			
Marine View	5682 Tilburg Drive	Huntington Beach	92649
Mesa View	17601 Avilla Lane	Huntington Beach	92647
Spring View	16662 Trudy Lane	Huntington Beach	92647
Vista View	16250 Hickory Street	Fountain Valley	92708
<i>Special Programs - 1</i>			
Oak View Preschool	17131 Emerald Lane	Huntington Beach	92647
<i>Administration Office - 4</i>			
District Office	17200 Pinehurst Lane	Huntington Beach	92647
Facilities/ Transportation & Central Kitchen	8291 Warner Ave	Huntington Beach	92647

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 proposal to be rejected. 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 proposal 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:

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

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

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

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

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

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

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

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

(11) Please attach a short history, **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 a copy of your firm's most recent reviewed financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) 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

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

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

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

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

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

(a) If Yes, provide details:

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

(a) If Yes, provide details:

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

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

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

SECTION C – ADDITIONAL INFORMATION

- (20) Please provide a redacted sample report that you have provided to a previous client under a similar agreement.

- (21) Please provide any other information, **maximum 3 pages** that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

- (22) 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 RFP?

- (a) If so, please describe and elaborate:

REFERENCES

- (23) 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:

- (24) Each firm must include the following references:

- (a) List at least four (4) clients for whom you have provided similar services. Show the names, addresses, and **current** telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by 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.

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

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror is true and correct. Executed this ____ day of _____, 2021, at _____, State of _____.
City, County

Signature

Print Name

Title

ATTACHMENT 3

FIRM PROPOSAL/OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to OVSD.

The Offeror hereby agrees that its proposal/offer is subject to all RFP 2021-0002 Electrical Services (As Needed) Districtwide 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 RFP.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by OVSD for the period through and including July 31, 2021. The Offeror hereby agrees that if its proposal/offer is accepted by OVSD that it shall provide the Electrical Services (As Needed) Districtwide in accordance with the RFP.

Full Legal Name of Offeror:

Address: _____

Name of Person Duly Authorized to Execute this Proposal/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)
) ss.
County of _____)
_____)

_____, 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 _____, 2021.

[SEAL OF NOTARY]

Signature of Notary

Typed Name of Notary

ATTACHMENT 5

AGREEMENT FOR ELECTRICAL SERVICES (AS NEEDED) DISTRICTWIDE



THIS ELECTRICAL SERVICES (AS NEEDED) DISTRICTWIDE AGREEMENT (the "Agreement"), made effective on June 1, 2021, in the County of Orange, State of California, by and between the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY, hereinafter referred to as "DISTRICT," and _____, referred to as "CONSULTANT."

WITNESSETH:

That DISTRICT and CONSULTANT, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP 2021-0002 as amended.

2. The CONSULTANT will act as an independent contractor performing the described tasks on an on-call basis as required by the DISTRICT.

3. **Contract:** The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4. **Terms and Conditions of Work:**

4.1 RESPONSIBILITIES/QUALIFICATIONS/STATUS OF CONSULTANT

a. The CONSULTANT represents and warrants that it is skilled in the professional calling necessary to perform all -services, duties and obligations required by this agreement to fully, cooperatively and adequately complete the Project(s). The CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally

required to practice its professional calling. The CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

b. The DISTRICT retains the CONSULTANT on an independent contractor basis and the CONSULTANT is not an employee of the DISTRICT. Personnel performing the services under this Agreement on behalf of the CONSULTANT shall, at all times, be under the CONSULTANT's exclusive direction and control. The CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance for services and as required by law. The CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance and the like.

c. The CONSULTANT has been selected to perform the work services herein because of the skills and expertise of key individuals.

d. The CONSULTANT shall designate _____ as the CONSULTANT's Primary Representative. So long as his/her performance continues to be acceptable to the DISTRICT, that person shall remain in charge of the project(s). Additionally, the CONSULTANT must furnish the names of all other key people in CONSULTANT's firm that will be associated with the project(s).

e. If any of the designated key people fail to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have ten (10) working days to remove that person from the project(s) and replace with one acceptable to the DISTRICT.

5. **Term:** The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on June 1, 2021 and, unless sooner terminated as specified herein, shall end on May 30, 2022. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

6. **Termination of Agreement:**

a. This agreement may be terminated as a whole or in part as follows:

b. DISTRICT may terminate this Agreement for convenience upon five (5) days prior written notice to the CONSULTANT.

c. by mutual written consent of the parties.

d. At any time with written notice to the other party on a material breach by the other party of any of the provisions hereof.

e. The CONSULTANT shall be compensated for all work satisfactorily performed prior to the effective date of termination.

7. **Rates:** The fee schedule for electrical services (As Needed) under this Agreement shall be as specified in Exhibit "B."

8. **Notices:** Any notices relevant to this Agreement may be served upon either the DISTRICT or the CONSULTANT, one to the other, by delivering such notice in writing by email confirmed or certified mail.

9. **Invoice Statement and Payment:**

a. The amount to be paid to the CONSULTANT, shall be total compensation for all services and expenses incurred in the performance of the work described in this agreement.

b. Total compensation due and to be paid for Services under this Agreement shall not exceed the fees based on the "Schedule of Fees", Exhibit B attached hereto. Fair and reasonable compensation shall be provided for any additional services not identified in Exhibit B provided that such services are authorized in advance and in writing by the DISTRICT.

c. Fully supported invoices for compensation shall be submitted in triplicate to the DISTRICT on a monthly basis identifying progress or work at each individual school site, in arrears, for services provided and expenses incurred during the previous month. Within thirty (30) days of receipt of a detailed and fully supported invoice from the CONSULTANT, the DISTRICT shall review and pay all approved charges thereon. If the DISTRICT requires additional information or documentation to verify and approve the compensation request, the CONSULTANT shall promptly provide such information or documentation, and the payment period shall be extended by the number of days needed to provide such information or documentation.

d. There will be no reimbursable expenses such as travel or mileage.

e. Compensation due to CONSULTANT shall be calculated based on actual hours worked as shown in Exhibit B.

f. The CONSULTANT will maintain a computerized account of actual costs incurred for every line item performed for each individual project(s). This information shall be submitted on a monthly basis along with CONSULTANT's invoices. The computerized account will be compatible with the DISTRICT's current Windows based technology.

10. **Damage and Repairs:** CONSULTANT shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONSULTANT fail to make the necessary repairs promptly and to

the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONSULTANT or deduct the cost of such repairs from payments due CONSULTANT.

11. Insurance:

a. During the entire term of this Agreement, CONSULTANT shall obtain and pay for all insurance required herein. The CONSULTANT shall, prior to commencement of Services, furnish the DISTRICT with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this Agreement. The certificates of insurance shall contain a provision, if available, that coverage afforded under this policies will not be cancelled until at least thirty (30) days written notice has been given to the DISTRICT.

i. Comprehensive General Liability insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Professional Liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

iii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

iv. Worker's compensation insurance for CONSULTANT's employees and agents as required by law. Concurrent with this Agreement, CONSULTANT shall also submit to DISTRICT a fully-executed Workers' Compensation Certificate in the form included herein as Exhibit "C."

b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONSULTANT agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

12. Indemnification: CONSULTANT shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONSULTANT may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONSULTANT or its officers,

employees, or any other agent acting pursuant to and performing under this Agreement. CONSULTANT, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONSULTANT or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its Board of Education, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. **Changes to the Agreement:** This Agreement may be changed or amended by written, mutual consent of the DISTRICT and the CONSULTANT, except that the DISTRICT may affect and order unilateral changes for administrative reasons and changes in the law. No alteration or variation of the terms of this Agreement shall be valid unless made in writing. No oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

14. **Dispute Resolution:**

a. **Mediation:** The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen (15) days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiated in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

b. **Arbitration:** In the event that a Claim remains unresolved after mediation, pursuant to the Public Contract Code section 22200, et seq., the Claim shall be decided by binding arbitration in accordance to Public Contract Code sections 10240-10245.41 and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in the county where the DISTRICT awarding this contract maintains its principal offices.

15. **Time Schedule:** Time is of the essence in the performance of services under this agreement.

a. The CONSULTANT shall begin its services for tasks upon receipt of a notification from the DISTRICT that will be issued in advance and prior to start of each task, and shall complete the work in a timely and proper manner, as requested by the DISTRICT.

b. The CONSULTANT shall diligently complete all tasks in cooperation with the DISTRICT.

c. The CONSULTANT shall be prepared to provide electrical services (as needed) on an as-needed basis. These activities will be charged on an hourly pay basis as itemized in the "Schedule of Fees," Exhibit B.

d. The CONSULTANT services will be on an on-call basis. The CONSULTANT shall perform any services at the school site(s) as requested by the DISTRICT in accordance with this agreement.

e. Only the DISTRICT's authorized representatives have the authority to request services of the CONSULTANT.

f. Unless otherwise agreed in advance and authorized by the DISTRICT all requests for services must be in writing and must be emailed to the CONSULTANT's office a minimum of 24 hours in advance. In the event of an emergency, the CONSULTANT will respond as soon as possible.

g. CONSULTANTS, personnel and technicians will check in with authorized representatives of the DISTRICT upon arriving at a school site and prior to leaving.

h. Invoices, along with budget status on a format approved by the DISTRICT, will be sent on a monthly basis for approval and payment. All invoices will be fully supported and detailed as requested by the DISTRICT.

i. Invoices shall be sent on a monthly basis to the DISTRICT to the attention of the Facilities Department, 8291 Warner Avenue Huntington Beach, CA 92647.

16. **Fingerprinting Certification:** Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit "D," certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT 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).

17. **Default and Termination:** Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

18. **Amendments:** No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

19. **Assignment:** This Agreement or any interest of CONSULTANT herein shall not at any time, be assigned or transferred by CONSULTANT, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this

Agreement, notwithstanding any assignment or transfer which may be made.

20. **Severability:** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

21. **Notices:** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by confirmed facsimile transmission or United States registered mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT:

DISTRICT:

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY
Attn: Purchasing Department
17200 Pinehurst Lane
Huntington Beach, CA 92647

Either party may change its address or contact person by giving notice to the other party.

22. **State Audit:** Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and CONSULTANT, or any SUBCONSULTANT connected with the performance of this Agreement, involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

23. **Records:** All non-propriety reports, drawings, renderings, or other documents or materials prepared by the CONSULTANT hereunder are the property of the DISTRICT. The DISTRICT shall have the right to obtain for its record copies of all materials, which shall be prepared by the CONSULTANT under this Agreement.

24. **Signature:** This Agreement must be signed in the name of CONSULTANT and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONSULTANT is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational

Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONSULTANT is a joint venture or partnership, there shall be submitted with the Agreement, 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 the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

25. **Governing Law:** This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to this Agreement.

26. **Entire Agreement and Termination of All Prior Agreements:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Agreement.

27. **Waiver:** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

28. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned are authorized representatives of each of the parties and they acknowledge that this Agreement has been reviewed and accepted as indicated by their signatures below:

DISTRICT:
OCEAN VIEW SCHOOL DISTRICT
OF ORANGE COUNTY

CONSULTANT:

By: _____
Name: Michael Conroy, Ed.D.
Title: Deputy Superintendent
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

- Attachments:
- Exhibit A – District School Calendar and Schedule
 - Exhibit B – Schedule of Fees
 - Exhibit C – Workers’ Compensation Certificate
 - Exhibit D – Fingerprinting Certification

**EXHIBIT B
SCHEDULE OF FEES**

Please indicate your firm's normal business hours, and itemize, if applicable, in the Schedule of Fees the separate per hour charge for overtime, holiday, or after-hours costs. Hourly fee must include prevailing wages.

ITEM #	DESCRIPTION	PER HOUR RATE
1.	JOURNEYMAN/ ELECTRICIAN NORMAL BUSINESS HOURS	
2.	AFTER NORMAL BUSINESS HOURS	\$ _____

*The District encourages a discount for early payment and will include such offers in the evaluation criteria. If a discount is offered, terms are _____% Net discount if paid in full within _____ days.

*Department of Industrial Relations (DIR)
DIR# _____

EXHIBIT C
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 employee.

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

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

(Consultant Name)

By _____

(Signature of Authorized Signor)

(Title of Signor)

By

(Signature of Authorized Signor)

(Title of Signor)

(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 District prior to performing any work under this contract.)

NOTE: If consultant is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 24 of this Electrical Services (As Needed) Agreement; and if consultant is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT D

FINGERPRINTING CERTIFICATION

To the Governing Board of the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

I _____, acknowledge and certify as follows:
(Name of Consultant)

- 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 _____/_____/_____

Typed or printed name

Address

Title

Telephone Number

Signature

**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.

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

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

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