STEFAN BEAN, Ed.D.
County Superintendent of Schools

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 KALMUS DRIVE
COSTA MESA, CALIFORNIA 92626

BID: 26-07

BID TITLE:	**FORTRA GOANYWHERE LICENSES**
BID DUE DATE:	**November 19, 2026 - 2:00:00 P.M. PST SHARP!** **Orange County Superintendent of Schools** **Attn: Purchasing Department** **200 Kalmus Drive, Building A** **Costa Mesa, California 92626**

The Orange County Superintendent of Schools is requesting bids for GOANYWHERE. Questions and/or concerns related to the Bid requirements should be directed to Laura DePerry, Buyer, Purchasing & Contracts at ldeperry@ocde.us.

TABLE OF CONTENTS

BID NUMBER: 26-07 FORTRA GOANYWHERE LICENSES

		PAGE
1.	Notice Calling for Bids.....	3
2.	Return Document Checklist.....	4
3.	Information for Bidders……..	5 - 15
4.	Bid Form …….....	16 - 19
5.	Price Sheet ……..	20 - 24
6.	Noncollusion Declaration..…….....	25
7.	Certifications……..…….	26 - 33

PUBLIC NOTICE
INVITATION TO BID

Notice is hereby given that the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, will receive sealed bids up to but not later than 2:00:00 p.m. PST on the 19th day of November, 2026, at the Orange County Superintendent of Schools, Attn: Laura DePerry, Purchasing & Contracts Department, 200 Kalmus Drive, Costa Mesa, California 92626.

At this time, date, and place, bids will be publicly opened and read aloud for the following:

BID NUMBER: 26-07

FORTRA GOANYWHERE LICENSES

Contact: Laura DePerry – ldeperry@ocde.us

EACH BID MUST CONFORM AND BE RESPONSIVE ONLY TO THE BID DOCUMENTS AND AGREEMENT IN ITS ENTIRETY, AS PROVIDED BY THE COUNTY SUPERINTENDENT.

A complete copy of the Bid document will be available on the Superintendent's website at https://www.ocde.us/divisions/administrative-services/purchasing-and-contracts/bids-and-rfps.

The SUPERINTENDENT reserves the right to accept or reject any or all bids, and to accept or reject any item, to withdraw a line item or entire bid, and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities in any bid. The SUPERINTENDENT may award any, all, or none of this bid. The right is also reserved by the SUPERINTENDENT to select the Bidder which in his opinion will best serve the needs of the Orange County Superintendent of Schools.

No Bidder may withdraw any bid for a period of ninety (90) days after the date set for opening of bids.

By: Laura DePerry
Buyer, Purchasing & Contracts

Date Published: October 28, 2026
Date Published: November 4, 2026

RETURN DOCUMENTS CHECKLIST

The following sections of this must be returned with the bid response prior to the bid closing deadline on or before 2:00:00 p.m. PST SHARP! on November 19, 2026 to be considered responsive to the bid specifications.

Document Title

1. Bid Form
2. Price Sheet
3. Noncollusion Declaration
4. Equal Opportunity Certification
5. Certification Regarding Debarment, Suspension, Ineligibilty and Voluntary Exclusion
6. GOANYWHERE Authorized Reseller proof
7. Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form
8. Iran Contracting Act Certification
9. Ukraine-Russia Contracting Certification

INFORMATION FOR BIDDERS

WARNING:
READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME SUPERINTENDENT.

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

2. Bidder's Questions. All Bidders are required to send in any questions or comments in writing regarding this Project by email to Laura DePerry at ldeperry@ocde.us no later than 11:00:00 a.m. PST, November 12, 2026.

3. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form (s) provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the SUPERINTENDENT at: **Orange County Superintendent of Schools, Attn: Contracts/Purchasing/Transportation Department, 200 Kalmus Drive, Costa Mesa, California 92626**, and must be received on or before the bid deadline. (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the Project designation and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** No facsimiles or emailed bids will be accepted. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. A complete copy of the District's Bid documents are available on the District's website at https://www.ocde.us/divisions/administrative-services/purchasing-and-contracts/bids-and-rfps.

4. Signature. Any signature required on Project Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall

be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the SUPERINTENDENT may result in the SUPERINTENDENT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

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

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

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of

bids, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of **ninety (90)** calendar days after the date set for the opening of bids.

9. Interpretation of Project Documents. If any Bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the SUPERINTENDENT no later than 11:00:00 a.m. PST, November 12, 2026. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at SUPERINTENDENT'S discretion and only by written addendum duly issued by the SUPERINTENDENT, and a copy of such addendum will be hand delivered or mailed or faxed to each Bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the SUPERINTENDENT. If there are discrepancies of any kind in the Project Documents, the interpretation of the SUPERINTENDENT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE SUPERINTENDENT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

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

11. Award of Contract. The SUPERINTENDENT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the SUPERINTENDENT will be to the one of the three lowest responsive and responsible Bidders. In the event an award of the contract is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to Bidder, the SUPERINTENDENT may award the contract to the next lowest responsive and responsible Bidder or reject all Bidders.

12. Identical Bids. If two or more bids are identical in all respects, the SUPERINTENDENT may determine by lot which Bidder will be awarded the contract pursuant to Public Contract Code section 20117.

13. Alternatives. This section IS NOT applicable to this Project. If the SUPERINTENDENT intends to call for alternate bids (Public Contract Code Section 20103.8), then the SUPERINTENDENT intends to award the contract to the lowest responsive and responsible Bidder on the base bid without consideration of any of the additive and/or deductive items, unless the other three (3) below optional clause apply as usual by SUPERINTENDENT.

___ OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder on the lowest total on the base bid and the following additive and/or deductive items.

___ OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder on the lowest total of the base bid and the additive and/or deductive items taken in order from the specifically identified list of items in the Special Conditions depending on available funds.

___ OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder in a manner that prevents any information that would identify any of the Bidders from being revealed to the SUPERINTENDENT before the ranking of all Bidders from lowest to highest has been determined.

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

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

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

16. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.

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

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Bidder in connection therewith;

(c) any breach of duty, obligation or requirement under the Project Documents;

(d) any failure to coordinate the work of other contractors;

(e) any failure to provide notice to any party as required under the Project Documents;

(f) any failure to act in such a manner as to protect the SUPERINTENDENT and the Project from loss, cost, expense or liability; or

(g) any failure to protect the property of any utility company or property owner.

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

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

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

20. Cancellation for Insufficient or Non-Appropriated Funds. The Bidder hereby agrees and acknowledges that monies utilized by the SUPERINTENDENT to purchase the items bid on is public money appropriated by the State of California or acquired by the SUPERINTENDENT from similar public money sources and is subject to variation. The SUPERINTENDENT reserves the right to cancel the bid at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

21. Participation by Other Schools Districts. Any school district, community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) off of this Bid at the same price and under the same terms and conditions stated in the Bid documentation pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. The Orange County Superintendent of Schools waives its rights to require such other districts, agencies and offices to draw their warrants in favor of the district as provided in said Public Contract Code.

22. Substitutions. Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid

specifically requires no substitutions. The Bidder may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the Bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked showing item number and page number on each sample or description upon request.

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

24. Quantities. Any quantities given or implied are estimates only. The SUPERINTENDENT reserves the right to require more or less than the quantities stated. The SUPERINTENDENT will order in quantities best suited to their needs.

25. Pricing. Prices must be stated for the unit items specified herein. Bid on each item separately. Award may be made on the basis of total price as well as other factors previously noted. If the unit price of any of the items on the price sheet are decreased during the period of the Agreement, SUPERINTENDENT shall be given the benefit of any lower prices which may for comparable quality and delivery be given by the Bidder to any other school district or any other State, County, municipal or local government agencies for the materials listed on this Bid effective immediately upon the manufacturer's effective date of notice.

26. Sales Tax. Bidder should include California State sales tax in Bid. Federal excise taxes are not applicable to schools districts, and shall not be paid by the SUPERINTENDENT.

27. Delivery. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Bid. The SUPERINTENDENT requests delivery as soon as possible. Indicate the delivery time, after receipt of a purchase order, in the space provided on the signature page of this bid. If delivery time varies, submit complete information with your bid, per item. Delivery shall be FOB Delivery Point, and shall include all delivery and/or installation charges to the Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, California 92626.

28. Payment. SUPERINTENDENT terms are net 30 days. Payment for equipment, materials, and supplies may be invoiced after actual delivery per the terms and conditions set forth on SUPERINTENDENT’s purchase order.

29. Safety. All services and materials which the Bidder proposed to furnish to the SUPERINTENDENT must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.

30. Superintendent Inspection**.** All items shall be subject to the inspection of the SUPERINTENDENT. Inspection of the items shall not relieve the awarded Bidder from any obligation to fulfill the contract. Defective items shall be made good by the awarded Bidder, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the SUPERINTENDENT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the awarded Bidder shall immediately remedy such defect in a manner satisfactory to the SUPERINTENDENT.

31. Time is of the Essence. If the work is not completed in accordance with this Agreement, it is understood that the SUPERINTENDENT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to SUPERINTENDENT as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars ($200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the SUPERINTENDENT.

32. Warranty. Bidders are to provide a statement of warranty, for all applicable components/products bid and information on the availability of parts, both during warranty and upon warranty expiration. Include location, hours, phone number, and key contacts. Bidders shall guarantee all products to be free of defects. Should any trouble develop during the warranty period due to defective materials or faulty workmanship, vendor shall furnish all labor, materials, time, and transportation to correct the trouble without cost to the SUPERINTENDENT.

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

34. Disabled Veteran Business Enterprises. If applicable, each Bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the SUPERINTENDENT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the SUPERINTENDENT'S policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at http://www.dgs.ca.gov/osbcr or (916) 323-5478. The successful Bidder shall be required to submit to the SUPERINTENDENT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful Bidder shall provide appropriate documentation to the SUPERINTENDENT so that the SUPERINTENDENT can assess its success at meeting the DVBE participation goal.

35. Work Site Damages. Any damage, including damages to any part of SUPERINTENDENT'S property resulting from the Bidder's or any of its subcontractors or agents performance under this Project shall be repaired immediately to the SUPERINTENDENT'S satisfaction by Bidder at Bidder's sole cost and expense.

36. The number of executed copies of the bid documentation required is three (3).

37. Immigration Reform and Control Act. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform Act of 1986 ("IRCA") in hiring of its employees and the Bidder shall indemnify, hold harmless and defend the SUPERINTENDENT, the Orange County Board of Education and its officer's, agents, and employees against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with the IRCA.

38. Iran Contracting Act Certification. Prior to bidding on, or submitting a proposal or executing a contract or renewal for a SUPERINTENDENT contract for goods or services over $1,000,000 or more, a bidder must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

39. Ukraine-Russia Contracting Certification. On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order").

If awarded a contract with the DISTRICT, Bidder must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

40. Public Records. All documents included in the bid and other documents submitted in response to the bid become the exclusive property of the SUPERINTENDENT upon submittal to the SUPERINTENDENT and become a matter of public record once they are opened, evaluated and the negotiation process completed. The SUPERINTENDENT'S policy is to follow the intent of the California Public Records Act (CPRA). (Gov't. Code, § 7920 et seq.) Under CPRA, public records must be made available to any person who requests such records. The mere marking of a record as "Confidential," "Trade Secret," "Proprietary," or otherwise does not create an exemption to disclosure. The SUPERINTENDENT will not be held liable for any damage or injury which may result from any disclosure of information that may occur. Bidders acknowledges that the SUPERINTENDENT is under no obligation to notify Bidder whose proposal becomes the subject to a CPRA request before the SUPERINTENDENT produces responsive records

to a requestor. Bidder must evaluate its risk of disclosures of sensitive business information before submitting its bid.

41. Authorized Reseller. Bidder must be an authorized reseller of Goanywhere with proof.

42. Bid Protest Procedure. Any Bidder may file a bid protest. The protest shall be filed in writing with the SUPERINTENDENT's Executive Director, Business Operations not less more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the SUPERINTENDENT, an informal hearing will be held. SUPERINTENDENT will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the SUPERINTENDENT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Superintendent, or their designee, within three (3) business days after receipt of the SUPERINTENDENT's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: Orange County Superintendent of Schools Office of the County Superintendent 200 Kalmus Drive, Costa Mesa, CA 92626

c. Appeal Review: The Superintendent or his designee shall review the decision on the bid protest from the Executive Director, Business Operations and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Superintendent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

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

in accordance with the notice provisions of this section. At the date of this Project, the address of the SUPERINTENDENT is as follows:

Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92626-9050
Attn: Patricia McCaughey

Bidder Name: _____
Telephone Number: _____
Fax Number: _____

BID FORM

Name of Bidder: _____

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

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Bid Form, Price Sheet, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

   Project: FORTRA GOANYWHERE LICENSES

   Bid Number: 26-07

all in strict conformity with the Project Documents, including Addenda Nos. ____, _____, and _____, on file at the office of the Coordinator, Contracts, Purchasing & Transportation of said SUPERINTENDENT in the amount of: _____Dollars ($_____).

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

2. It is understood that the SUPERINTENDENT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. Please indicate below if the Bidder will allow other public agencies in the State of California to purchase materials, supplies, and equipment under this Agreement, under the same terms and conditions:

_____ Yes, other public agencies may purchase from this Bid

_____, No, other public agencies may not purchase from this Bid

Acceptance or rejection of this clause will not affect the outcome of this bid.

4. It is understood and agreed that should Bidder fail or refuse to execute all other documents to the SUPERINTENDENT within **five (5)** working days of actual notice of the award to the Bidder, the SUPERINTENDENT may determine Bidder to be nonresponsive and award the Bid to the next lowest Bidder.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the Bidder will execute and deliver to the SUPERINTENDENT the Bid.

6. Communications conveying acceptance of Bid, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

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

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone:_____

****

Partnership Name:_____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation[1])

Business Address: _____

_____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by:_____, Joint Venturer

Print Name: _____

Date:_____

Business Address:_____

_____

Telephone: _____

Other Parties to Joint Venture: ***If an individual***: _____

(Name)

Signed by:_____

Print Name: _____

Date: _____

Doing Business as: _____;

---

[1] A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Business Address:_____

_____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address:_____

_____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address:_____

_____

Telephone: _____

Bidder Name: _____
Telephone Number:_____
Fax Number:_____

PRICE SHEET

BID NUMBER: 26-07

FORTRA GOANYWHERE LICENSES

Hardware ID	Part #	Description	Quantity	Start Date	End Date
JIVC-TYID-YHLK-VACX	LN01066-491	GoAnywhere Premium Bundle - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029
	LN05696-491	GoAnywhere Secure Mail 100 Users - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029

Bundle Details:

LN09034 - GoAnywhere Premium Bundle – Subscription
GoAnywhere Advanced Workflows and Reporting - Subscription
LN00838 - GoAnywhere Premium Bundle - Subscription - GoAnywhere SFTP Server - Subscription
LN00874 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTP Client & Server - Subscription
LN00856 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTPS Server - Subscription
LN00964 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Folders - Subscription
LN01000 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Forms - Subscription
LN00892 - GoAnywhere Premium Bundle - Subscription - GoAnywhere AS2 Send/Receive - 5 Trading Partners - Subscription
LN05692 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Mail 30 Users - Subscription
LN07016 - GoAnywhere Premium Bundle - Subscription - GoAnywhere GoDrive 30 Users - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN09033 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Gateway and Load Balancer - Subscription

Hardware ID	Part #	Description	Quantity	Start Date	End Date
TTOD-DWGR-MGAF-FLIY	LN01066-491	GoAnywhere Premium Bundle - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029
	LN05696-491	GoAnywhere Secure Mail 100 Users - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029

Bundle Details:

LN09034 - GoAnywhere Premium Bundle - Subscription
GoAnywhere Advanced Workflows and Reporting - Subscription
LN00838 - GoAnywhere Premium Bundle - Subscription - GoAnywhere SFTP Server - Subscription
LN00874 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTP Client & Server - Subscription
LN00856 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTPS Server - Subscription
LN00964 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Folders - Subscription
LN01000 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Forms - Subscription
LN00892 - GoAnywhere Premium Bundle - Subscription - GoAnywhere AS2 Send/Receive - 5 Trading Partners - Subscription
LN05692 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Mail 30 Users - Subscription
LN07016 - GoAnywhere Premium Bundle - Subscription - GoAnywhere GoDrive 30 Users - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN09033 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Gateway and Load Balancer – Subscription

Hardware ID	Part #	Description	Quantity	Start Date	End Date
VBIX-KCVY-ATZU-YBOJ	LN01066-491	GoAnywhere Premium Bundle - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029
	LN05696-491	GoAnywhere Secure Mail 100 Users - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029

Bundle Details:

LN09034 - GoAnywhere Premium Bundle - Subscription
GoAnywhere Advanced Workflows and Reporting - Subscription
LN00838 - GoAnywhere Premium Bundle - Subscription - GoAnywhere SFTP Server - Subscription
LN00874 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTP Client & Server - Subscription
LN00856 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTPS Server - Subscription
LN00964 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Folders - Subscription
LN01000 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Forms - Subscription
LN00892 - GoAnywhere Premium Bundle - Subscription - GoAnywhere AS2 Send/Receive - 5 Trading Partners - Subscription
LN05692 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Mail 30 Users - Subscription
LN07016 - GoAnywhere Premium Bundle - Subscription - GoAnywhere GoDrive 30 Users - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN09033 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Gateway and Load Balancer – Subscription

Hardware ID	Part #	Description	Quantity	Start Date	End Date
TYDQ-QXCF-SBUE-SJFM	LN01066-491	GoAnywhere Premium Bundle - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029
	LN05696-491	GoAnywhere Secure Mail 100 Users - Annual Subscription, On Prem/Cloud	1	10/1/2026	9/30/2029

Bundle Details:

LN09034 - GoAnywhere Premium Bundle - Subscription
GoAnywhere Advanced Workflows and Reporting - Subscription
LN00838 - GoAnywhere Premium Bundle - Subscription - GoAnywhere SFTP Server - Subscription
LN00874 - GoAnywhere Premium Bundle - Subscription - GoAnywhere FTP Client & Server - Subscription
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LN05692 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Secure Mail 30 Users - Subscription
LN07016 - GoAnywhere Premium Bundle - Subscription - GoAnywhere GoDrive 30 Users - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN04626 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Cloud Connector - Standard - Subscription
LN09033 - GoAnywhere Premium Bundle - Subscription - GoAnywhere Gateway and Load Balancer – Subscription

Option to purchase additional licenses and renew subscription after initial year:

Indicate **“YES”** or **“NO”** for each below and include pricing.

Year 2: _____ Unit Cost $: _____ Tax (If Applicable): _____Total $: _____

Year 3: _____ Unit Cost $: _____ Tax (If Applicable): _____Total $: _____

Year 4: _____ Unit Cost $: _____ Tax (If Applicable): _____ Total $: _____

Year 5: _____ Unit Cost $: _____ Tax (If Applicable): _____ Total $: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

_____
Signature

_____
Print Name

(BILLER MUST COMPLETE AND RETURN WITH BID RESPONSE)

EQUAL OPPORTUNITY CERTIFICATION

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

Firm: _____

Street Address: _____

City: _____State: _____ Zip Code: _____

Telephone: (___) _____ Fax: (___) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address_____

A Division of _____

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

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BILLER MUST COMPLETE AND RETURN WITH BID RESPONSE)

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

I am aware of and hereby certify that neither_____ nor
_____ Name of Respondent

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

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

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

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

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

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

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

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

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certified to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

Does vendor agree? YES ____Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Orange County Superintendent of Schools for any contract

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

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

Company Name: _____

Address: _____

_____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

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

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

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

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

☐ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000) or more.

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars($1,000,000) or more, but the DISTRICT has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203© or (d). **A copy of the written permission from the DISTRICT is included with Bid.**

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

Date: _____

Legal Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

UKRAINE-RUSSIA CONTRACTING CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order").

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

As part of this procurement, this Certification shall be part of your Response:

(1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and

(2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon District request, your firm will provide the District a written statement detailing your actions related to this section.

Executive Order 14065;
https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/

State Order N-6-22;
https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order

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

Company Name: _____
Authorized Signature: _____
Name: _____
Date: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)