



**Contract Number
MA-299-20011422
for
Classroom & Family Engagement Curriculum
With
Orange County Superintendent of Schools dba Orange County Department
of Education**

This Contract Number MA-299-20011422 for Classroom & Family Engagement Curriculum ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling Department ("County") and **Orange County Superintendent of Schools dba Orange County Department of Education**, with a place of business at **200 Kalmus Drive, Costa Mesa, CA 92626** ("Contractor"), with County and Contractor sometimes referred to as "**Party**" or collectively referred to as "**Parties**."

RECITALS

WHEREAS, Contractor and County are entering into Contract Number MA-299-20011422, for Classroom & Family Engagement Curriculum, under a firm-fixed price Contract, for a five-year term, effective July 1, 2020, through June 30, 2025, in an amount not to exceed \$500,000; and

WHEREAS, Contractor agrees to provide Classroom & Family Engagement Curriculum to the County as set forth in Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor per the schedule of fees as set forth in Attachment B, Payment Terms and Invoicing Instructions; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Classroom & Family Engagement Curriculum with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein

shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability coverage including <i>Owned, Non-Owned and Hired Vehicles</i>	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and

County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Classroom & Family Engagement Curriculum from Contractor as detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A."
- 2. Renewable Annually with Concurrence:** This Contract is non-renewable.
- 3. Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 4. Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

- 5. Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
- 6. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 7. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 8. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

- 9. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 10. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 11. Inventions:** If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.
- 12. Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all

times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

13. Contractor Personnel: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

16. Disputes- Contract:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are

accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B.** Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate the Contract immediately, pursuant to Section K herein;
- B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

18. Termination-Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

19. Default – Equipment, Software, or Service: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

21. Notices: Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA) listed below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor

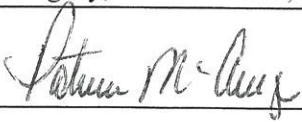
Name: Orange County
Superintendent of Schools
dba Orange County
Department of Education
Address: 200 Kalmus Drive
Costa Mesa, CA 92626
Attn: Lori Kiesser
Phone: 714-708-3889
Email: lkiesser@ocde.us
Attn: Patricia McCaughey
Phone: 714-966-4085
Email: pmccaughey@ocde.us

County

Name: County of Orange
OC Waste & Recycling
Address: 601 N. Ross St. 5th Floor
Santa Ana, CA 92701
Attn: Alan Araujo
Phone: 714-834-4140
Email: Alan.araujo@ocwr.ocgov.com

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS DBA ORANGE COUNTY DEPARTMENT OF EDUCATION*:

Patricia McCaughey, Administrator , Business Operations
 Print Name _____ Title _____
 Signature  _____ Date May 7, 2020

Print Name* _____ Title* _____
 Signature* _____ Date* _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange, a political subdivision of the State of California

Print Name _____ Title _____
 Signature _____ Date _____

APPROVED AS TO FORM:

County Counsel

Paul Albarian

By _____

Paul Albarian, Senior Deputy

05/12/20 | 10: 58: 46 AM PDT

Date _____

Attachment A Scope of Work

Background

In the past OC Waste & Recycling (OCWR) partnered with the Orange County Superintendent of Schools dba OC Department of Education (OCDE) to design a waste diversion K-12 student education program. In 2019, OCWR and OCDE identified aligned priorities related to waste diversion. OCWR seeks to support communities in achieving the organic waste diversion goals set forth under SB 1383 (Organics Diversion and Edible Food Recovery). SB 1383 goals include a 50% reduction in statewide disposal of organic waste from the 2014 level, by 2020 a 75% reduction in statewide disposal of organic waste from the 2014 level, and by 2025 a 20% of edible food currently disposed of is recovered for human consumption.

These waste diversion goals can be reached through activities such as edible food rescue, composting, and other digestion of organic waste. While these activities can help reduce methane emissions from organic waste disposed in California's landfills, education of the County's youth is needed to raise community awareness to create a lasting impact for the future and increase engagement in these practices.

OCDE seeks to support school districts within the County with the implementation of science, history, and other relevant academic frameworks, which include California's Environmental Principles and Concepts (EP&Cs). The EP&Cs which highlight the relationship between human and natural systems are required to be taught in the classroom and must be focused on local environmental priorities.

However, Orange County teachers lack the vital resources needed to integrate locally relevant EP&C lessons into classroom curriculum. Recent teacher surveys conducted by OCDE from 2018-2020 show that teachers divulged the following needs:

- Standards-based classroom lessons that support California academic frameworks but are focused on local environmental priorities
- Activities that support student engagement through project-based learning so that students understand real-world environmental priorities and can make informed decisions
- Family engagement activities that extend learning beyond the classroom

OCWR and OCDE are uniquely positioned to provide teachers, students, and families with resources that not only support existing academic frameworks but are culturally relevant to ensure accessibility for all communities, benefitting the County of Orange as a whole. The materials must be detailed and easy to comprehend so that a classroom teacher with minimal training understands how to integrate the resources into their existing unit of study. Family resources provided by OCDE must build on school resources to reinforce what students learn in the classroom or on a field trip. Through this partnership OCWR and OCDE will be able to provide educational materials that support classroom lessons, student engagement, and family activities connected to local Orange County waste diversion priorities set by State mandated legislation.

Goals and Objectives

This scope of work builds upon the OCWR and OCDE partnership through the implementation of a Classroom and Family Engagement Curriculum with the following goal:

- Increase countywide consciousness and awareness of landfill processes, organic waste diversion, and resource recovery through academic standards-aligned classroom lessons, student activities, and family engagement materials

This plan will achieve the following key objectives:

- Conduct an audit of all OCWR educational outreach materials to assess grade level and strategic alignment of the material with the California EP&Cs. Then, using the results of the audit, OCDE, will develop a project design, marketing strategy, implementation, and

assessment plan focused on meeting state mandated waste diversion goals. OCDE will provide recommendations to OCWR for creating future materials.

- Develop, pilot, and launch classroom curriculum resources that support current academic content frameworks and will integrate OCWR's educational resources that will be piloted and then made available to Orange County educators countywide
- Develop, pilot, and launch approximately 30% of curriculum as family engagement activities that utilize OCWR resources such as the Anatomy of a Landfill poster, Activity Book, and incentives/programs used by OCWR and their current/future partners. All family engagement activities will be offered in English, Spanish, and Vietnamese

OC Waste & Recycling

OCWR Project Manager or designee(s) will:

- Provide access to their educational resources such as "Anatomy of a Landfill" poster
- Provide official OCWR statements related to SB 1383 to be used as directed with no change, unless approved by OCWR Project Manager
- Participate in initial review meeting to share goals of educational materials
- Provide final review and approval for plans, curriculum, and family engagement resources
- Assist with the curriculum pilot by sharing on social media and with appropriate stakeholders
- Print full-implementation phase materials for distribution to schools after the pilot year

Classroom & Family Engagement Curriculum Milestones/Task Plan

Year 1: Pilot Year Project Plan

Task 1

Materials Audit (Month 1 – 07/01/2020-07/31/2020)

OCDE will form a curriculum team to review existing OCWR materials and resources. The team will consist of OCDE staff, including: a project manager, credentialed teacher, family engagement specialist, education marketing/outreach specialists, and field study educators, as well as an OCWR project liaison.

OCDE's Project Manager must have a minimum of 2 years of experience with the development of waste diversion activities. The Lead Designer for the project should have a teaching credential and live classroom experience. OCDE has subject matter experts related to the development of classroom curriculum and family engagement resources that support academic standards and are culturally relevant. In the event of project management changes during the life of the Contract, OCDE will provide equivalent educational experience and approval from OCWR on assignment of replacement staff.

The Pilot Year Project Plan must be approved by the OCWR Project Manager and will include:

Month 1

- 1.1 A recommendation for grade-appropriate lessons and family engagement activities, as well as any necessary revisions to existing OCWR educational tools. The initial pilot grade levels will be determined based upon the results of the audit of existing materials. OCDE will utilize the existing resources to reach as many grade levels as possible. The focus of initial curriculum will prioritize reaching State mandated waste diversion goals while implementing California's EP&Cs.
- 1.2 An implementation plan that includes a survey across all districts whose results will identify at least one pilot school from every Supervisorial District and Unincorporated Orange County. The goal will be to have a pilot program in at least one school district in each supervisorial district. It shall include at least one (1) Title 1 school, and at least one charter/private school.
- 1.3 Recruitment of a teacher focus group consisting of either a group of varying grade level teachers from across Orange County or a group consisting of Teachers on Special Assignment (TOSA) to provide pre-publication review of all materials created as part of this project.
- 1.4 A marketing plan that includes details for the design and distribution of outreach materials to pilot districts through various platforms, such as: email, social media, and printed collateral.
- 1.5 An assessment and evaluation plan that includes the development of a Logic Model with Key Performance Indicators (KPI) to serve as the guide for evaluation tools, identification of milestones for collecting data, proposed structure for teacher, parent, and student surveys, and an implementation/distribution plan for assessment and evaluation tools.

Task 2

Curriculum Development (Months 2-5, 08/01/2020-11/30/2020)

OCDE will create a series of standards-based classroom lessons and family engagement activities that build on OCWR materials and are to be approved by the OCWR Project Manager prior to any distribution or mass printing.

Months 2-3

- 2.1 Design curriculum to include classroom lessons that support current academic content frameworks and integrate OCWR current educational resources.
 - Each lesson will include project-based learning activities designed to connect students to local waste management priorities and engage classrooms in helping meet statewide mandated waste diversion goals.

Month 4

- 2.2 Develop family engagement take-home activities that expand on existing OCWR resources.
- This may include home waste audits, contests, and other family educational activities related to OCWR resources.
 - Resources will be offered digitally, including in a mobile-friendly format and print, and will be offered in English, Spanish, and Vietnamese to ensure equitable access.

Month 5

- 2.3 Design and implement a school and family rewards program for participation in classroom and take-home activities.
- OCDE will provide incentives for a pre-determined participation rate.
 - OCWR may use incentives from current or future partnerships as another form of reward program.

Task 3**Curriculum Marketing and Pilot Project Implementation (Months 6-10, 12/01/2020-04/30/2021)**

Upon approval by the OCWR Project Manager, OCDE will design and launch a marketing initiative to recruit schools, in all five Supervisorial Districts, through direct outreach efforts, social media, education agency newsletters, and through in-person visits, emails, social media, education agency newsletters, TOSA Network meetings, and parent groups such as Parent Teacher Associations (PTAs). Project Implementation will begin during this time period and active marketing will continue throughout this phase to increase interest for full implementation countywide in subsequent years.

Month 6

- 3.1 Design and distribute marketing resources for various platforms including digital and print to recruit pilot schools.

Months 7-8

- 3.2 Launch digital marketing campaign to include recruitment of pilot schools.
- 3.3 Launch direct outreach campaign to include the introduction of materials at in-person events such as school science nights, open houses, and PTA meetings.

Months 8-10

- 3.4 Implement project at pilot schools.
- 3.5 Print and distribute pilot phase curriculum and any new family engagement resources (OCWR to provide existing Activity Booklets in print or electronic form).
- 3.6 Conduct direct outreach to schools at various school-based administrative meetings and family events such as open houses, science nights, and/or PTA meetings.

Months 8 & 10

- 3.7 Provide at least two workshops for teachers at pilot schools, one before the start of the Pilot Program and one peer-to-peer workshop to discuss the program at the end of the Pilot.

Months 10

- 3.8 Highlight student, teacher, and family stories to increase awareness and demand for resources.

Month 6-10

- 3.9 OCDE will provide monthly reports on status of pilot program, report shall include: grades using the program, where it is being used, how accessible it is, and ease of use.

Task 4**Evaluation and Report (Months 11-12, 05/01/2021-06/30/2021)**

OCDE will design, launch, and report results from a comprehensive evaluation monthly with a year-end report that measures:

- 4.1 Utilization and effectiveness of materials.
- 4.2 Demographics of participants.
- 4.3 Revisions needed.
- 4.4 Additional materials needed.
- 4.5 Where we are towards meeting the goals originally established.

Year 2: Upgrade Project Plan**Task 1****Materials Review (Month 1, 07/01/2021-07/31/2021)**

OCDE and OCWR will reconvene the curriculum team to review pilot year and other OCWR materials. Year 2 Project Plan must be approved by the OCWR Project Manager and will include:

Month 1

- 1.1 A recommendation for revisions to existing resources, additional grade-appropriate lessons and family engagement activities. The inclusion of more grade levels will be determined as part of the materials review and based on teacher and family surveys. The expansion of additional resources should aid in the effort to reach additional grade levels. The curriculum focus will remain geared towards state mandated waste diversion goals.
- 1.2 A new full-scale marketing and implementation plan will be established that integrates feedback from teachers, parents, and students, who utilized the materials in the pilot year. The plan will include milestones for the design and distribution of outreach materials to all Orange County school districts through various platforms and means such as email, social media, and print.
- 1.3 An assessment and evaluation plan that includes revisions to the logic model with key performance indicators to serve as the guide for evaluation tools, identification of milestones for collecting data, revisions to teacher, parent, and student surveys, and an implementation/distribution plan for assessment and evaluation tools.

Task 2**Curriculum Development (Month 2, 08/01/2021-08/31/2021)**

OCDE will revise pilot year materials and expand curriculum approved by OCWR to add a series of standards-based classroom lessons and family engagement activities that build on existing OCWR materials and reach additional grade levels.

Month 2

- 2.1 Update and expand on pilot year digital and print curriculum to include classroom lessons that support current academic content frameworks and integrate OCWR current educational priorities.
 - Each lesson will include project-based learning activities designed to connect students to local waste management priorities and engage classrooms in helping meet state mandated waste diversion goals. The grade level for the lessons will be determined during materials review phase.
- 2.2 Update and expand on pilot year family engagement take-home activities and OCWR resources.
 - This will include a comprehensive review and update to any materials created in the pilot year as well as existing resources. Materials will be consistent with the goals of the pilot year to ensure accessibility and relevance to all communities and shall be reviewed and approved by OCWR before implementation.
 - All family engagement activities will be offered in English, Spanish, and Vietnamese.
- 2.3 Review and update school and family rewards program for participation in classroom and take-home activities.
 - OCDE will provide incentives for a pre-determined participation rate.
 - OCWR may use incentives from current or future partnerships as another form of reward program.

Task 3**Curriculum Marketing and Full-Scale Implementation (Months 3-11, 09/01/2021-05/30/2022)**

OCDE will update, design and launch a (Year Two) marketing initiative for full-scale implementation of updated pilot year materials to expand outreach to all Orange County school districts through in-person visits, emails, social media, education agency newsletters, TOSA Network meetings, and parent groups such as the PTA. Full-scale implementation approved by the OCWR Project Manager will highlight pilot year participant testimonials and results to increase interest in subsequent years.

Month 3

- 3.1 Design and distribute marketing collateral for various platforms including digital and print to schools and families.

Month 4-11

- 3.2 Launch full-scale digital marketing campaign to include promotion of materials.
- 3.3 Launch direct outreach campaign to include the promotion of materials at in-person events such as school science nights, open houses, TOSA network meetings, and PTA meetings.
- 3.4 Distribute sample curriculum and any new family engagement resources.
- 3.5 Conduct direct outreach to schools at various school-based administrative meetings, TOSA network meetings, and family events such as open houses, science nights, and/or PTA meetings.

Months 5 & 7

- 3.6 Provide at least two workshops for teachers at pilot schools, one before the start of the Pilot Program and one peer-to-peer workshop to discuss the program at the end of the Pilot.

Months 3, 5, 7, 9, and 11

- 3.7 Highlight student, teacher, and family participant stories to increase awareness and demand for resources.

Task 4**Evaluation and Report (Month 12, 06/01/2022-06/30/22)**

OCDE will design, launch, and report results from a comprehensive evaluation monthly with a year-end report that measures:

- 4.1 Utilization and effectiveness of materials.
- 4.2 Demographics of participants.
- 4.3 Revisions needed.
- 4.4 Additional materials needed.
- 4.5 Where we are towards meeting the goals originally established.

Year 3: Annual Plan**Task 1****Materials Review (Month 1, 07/01/2022-07/31/2022)**

OCDE and OCWR will reconvene the curriculum team to review current OCWR materials to identify remaining grade level gaps. OCDE will develop a multi-year project plan with a minimum of bi-monthly updates approved by OCWR that includes:

Month 1

- 1.1 A recommendation for revisions to existing resources and additional grade-appropriate lessons and family engagement activities. The grade levels will be determined as part of the materials review and based on prior projects, teacher and family surveys, and remaining grade bands that need curriculum support. The curriculum focus will evolve with OCWR waste diversion priorities and stayed focused on meeting California's EP&Cs.
- 1.2 An annual marketing plan that integrates feedback from teachers, parents, students, and partners. The plan will include milestones for the design and distribution of district outreach materials through various platforms such as email, social media, and print collateral.
- 1.3 An annual plan that includes outreach to all Orange County school districts; and key milestones for implementation of updated and/or new materials.
- 1.4 A long-term assessment and evaluation plan that includes annual updates to the logic model with key performance indicators to serve as the guide for evaluation tools, identification of milestones for collecting data, revisions to: teacher, parent, and student surveys, and an implementation/distribution plan for updated tools.

Task 2**Curriculum Development (Month 2, 08/01/2022-08/31/2022)**

The team will revise materials and expand curriculum to add a series of standards-based classroom lessons and family engagement activities that build on existing OCWR materials, all to be approved by the OCWR Project Manager and will continue to expand on grade levels until all grade bands (K-2; 3-5; 6-8; 9-12) are reached.

Month 2

- 2.1 Update and expand on existing digital and print curriculum to include classroom lessons that support current academic content frameworks and integrate OCWR current educational priorities.
 - Each lesson will include project-based learning activities designed to connect students to local waste management priorities and engage classrooms in helping meet state mandated waste diversion goals. The grade level for the lessons will be determined during materials review phase.
- 2.2 Update and expand family engagement take-home activities
 - This will include a comprehensive review and update to all materials. Materials will be consistent with the goals of prior years to ensure accessibility and relevance to all communities.
 - All family engagement activities will be offered in English, Spanish, and Vietnamese.
- 2.3 Review and update school and family rewards program for participation in classroom and take-home activities.
 - OCDE will provide incentives for a pre-determined participation rate.
 - OCWR may use incentives from current or future partnerships as another form of reward program.

Task 3**Curriculum Marketing and Full-Scale Implementation (Months 3-11, 09/01/2022-05/30/2023)**

OCDE will update, design and implement a marketing initiative to be approved by OCWR for continued full-scale implementation of existing and new materials with outreach to all Orange County school districts through in-person visits, emails, social media, education agency newsletters, TOSA (Teachers on Special Assignment) Network meetings, and parent groups such as the PTA. Full-scale implementation will highlight participant testimonials and results to increase interest in subsequent years.

Month 3

- 3.1 Update, design and distribute marketing collateral for various platforms including digital and print to schools and families.

Months 4-5

- 3.2 Implement full-scale digital marketing campaign to include promotion of materials.
- 3.3 Implement direct outreach campaign to include the promotion of materials at in-person events such as school science nights, open houses, TOSA network meetings, and PTA meetings.

Months 4-11

- 3.4 Distribute sample curriculum and any new family engagement resources.
- 3.5 Conduct direct outreach to schools at various school-based administrative meetings, TOSA network meetings, and family events such as open houses, science nights, and/or PTA meetings.

Months 4 & 6

- 3.6 Provide at least two workshops for teachers at pilot schools, one before the start of the Pilot Program and one peer-to-peer workshop to discuss the program at the end of the Pilot.

Months 3,5,7,9, and 11

- 3.7 Highlight student, teacher, and family participant stories to increase awareness and demand for resources.

Task 4**Evaluation and Report (Month 12, 06/01/2023- 06/30/2023)**

OCDE will design, launch, and report results from a comprehensive evaluation monthly with a year-end report that measures:

- 4.1 Utilization and effectiveness of materials.
- 4.2 Demographics of participants.
- 4.3 Revisions needed.
- 4.4 Additional materials needed.
- 4.5 Where we are towards meeting the goals originally established.

Year 4 - Annual Plan**Task 1****Materials Review (Month 1, 07/01/2023-07/31/2023)**

OCDE and OCWR will reconvene the curriculum team to review current OCWR materials to identify remaining grade level gaps. OCDE will develop a multi-year project plan with a minimum of bi-monthly updates approved by OCWR that includes:

Month 1

- 1.1 A recommendation for revisions to existing resources and additional grade-appropriate lessons and family engagement activities. The grade levels will be determined as part of the materials review and based on prior projects, teacher and family surveys, and remaining grade bands that need curriculum support. The curriculum focus will evolve with OCWR waste diversion priorities and stayed focused on meeting California's EP&Cs.
- 1.2 An annual marketing plan that integrates feedback from teachers, parents, students, and partners. The plan will include milestones for the design and distribution of district outreach materials through various platforms such as email, social media, and print collateral.
- 1.3 An annual plan that includes outreach to all Orange County school districts; and key milestones for implementation of updated and/or new materials.
- 1.4 A long-term assessment and evaluation plan that includes annual updates to the logic model with key performance indicators to serve as the guide for evaluation tools, identification of milestones for collecting data, revisions to: teacher, parent, and student surveys, and an implementation/distribution plan for updated tools.

Task 2**Curriculum Development (Month 2, 08/01/2023-08/31/2023)**

The team will revise materials and expand curriculum to add a series of standards-based classroom lessons and family engagement activities that build on existing OCWR materials, all to be approved by the OCWR Project Manager and will continue to expand on grade levels until all grade bands (K-2; 3-5; 6-8; 9-12) are reached.

Month 2

- 2.1 Update and expand on existing digital and print curriculum to include classroom lessons that support current academic content frameworks and integrate OCWR current educational priorities.
 - Each lesson will include project-based learning activities designed to connect students to local waste management priorities and engage classrooms in helping meet state mandated waste diversion goals. The grade level for the lessons will be determined during materials review phase.
- 2.2 Update and expand family engagement take-home activities.
 - This will include a comprehensive review and update to all materials. Materials will be consistent with the goals of prior years to ensure accessibility and relevance to all communities.
 - All family engagement activities will be offered in English, Spanish, and Vietnamese.
- 2.3 Review and update school and family rewards program for participation in classroom and take-home activities.
 - OCDE will provide incentives for a pre-determined participation rate.
 - OCWR may use incentives from current or future partnerships as another form of reward program.

Task 3**Curriculum Marketing and Full-Scale Implementation (Months 3-11, 09/01/2023-05/30/2024)**

OCDE will update, design and implement a marketing initiative to be approved by OCWR for full-scale implementation of existing and new materials with outreach to all Orange County school districts through in-person visits, emails, social media, education agency newsletters, TOSA (Teachers on Special Assignment) Network meetings, and parent groups such as the PTA. Full-scale implementation will highlight participant testimonials and results to increase interest in subsequent years.

Month 3

- 3.1 Update, design and distribute marketing collateral for various platforms including digital and print to schools and families.

Months 4-5

- 3.2 Implement full-scale digital marketing campaign to include promotion of materials.
- 3.3 Implement direct outreach campaign to include the promotion of materials at in-person events such as school science nights, open houses, TOSA network meetings, and PTA meetings.

Months 4-11

- 3.4 Distribute sample curriculum and any new family engagement resources.
- 3.5 Conduct direct outreach to schools at various school-based administrative meetings, TOSA network meetings, and family events such as open houses, science nights, and/or PTA meetings.

Months 4 & 6

- 3.6 Provide at least two workshops for teachers at pilot schools, one before the start of the Pilot Program and one peer-to-peer workshop to discuss the program at the end of the Pilot.

Months 3, 5, 7, 9, and 11

- 3.7 Highlight student, teacher, and family participant stories to increase awareness and demand for resources.

Task 4**Evaluation and Report (Month 12, 06/01/2024- 06/30/2024)**

OCDE will design, launch, and report results from a comprehensive evaluation monthly with a year-end report that measures:

- 4.1 Utilization and effectiveness of materials.
- 4.2 Demographics of participants.
- 4.3 Revisions needed.
- 4.4 Additional materials needed.
- 4.5 Where we are towards meeting the goals originally established.

Year 5 - Annual Plan**Task 1****Materials Review (Month 1, 07/01/2025-07/31/2025)**

OCDE and OCWR will reconvene the curriculum team to review current OCWR materials to identify remaining grade level gaps. OCDE will develop a final-year project plan with a minimum of bi-monthly updates approved by OCWR that includes:

Month 1

- 1.1 A recommendation for revisions to existing resources and additional grade-appropriate lessons and family engagement activities. All grade levels shall be considered as part of the materials review and based on prior projects, teacher and family surveys, and remaining grade bands that need curriculum support. The curriculum focus will evolve with OCWR waste diversion priorities and stayed focused on meeting California's EP&Cs.
- 1.2 An annual marketing plan that integrates feedback from teachers, parents, students, and partners. The plan will include milestones for the design and distribution of district outreach materials through various platforms such as email, social media, and print collateral.
- 1.3 An annual plan that includes outreach to all Orange County school districts; and key milestones for implementation of updated and/or new materials.
- 1.4 A long-term assessment and evaluation plan that includes annual updates to the logic model with key performance indicators to serve as the guide for evaluation tools, identification of milestones for collecting data, revisions to: teacher, parent, and student surveys, and an implementation/distribution plan for updated tools.

Task 2**Curriculum Development (Month 2, 08/01/2024-08/31/2024)**

The team will revise materials and expand curriculum to add a series of standards-based classroom lessons and family engagement activities that build on existing OCWR materials, all to be approved by the OCWR Project Manager and will include all grade bands (K-2; 3-5; 6-8; 9-12).

Month 2

- 2.1 Update and expand on existing digital and print curriculum to include classroom lessons that support current academic content frameworks and integrate OCWR current educational priorities.
 - Each lesson will include project-based learning activities designed to connect students to local waste management priorities and engage classrooms in helping meet state mandated waste diversion goals. The grade level for the lessons will be determined during materials review phase.
- 2.2 Update and expand family engagement take-home activities.
 - This will include a comprehensive review and update to all materials. Materials will be consistent with the goals of prior years to ensure accessibility and relevance to all communities.
 - All family engagement activities will be offered in English, Spanish, and Vietnamese.
- 2.3 Review and update school and family rewards program for participation in classroom and take-home activities
 - OCDE will provide incentives for a pre-determined participation rate.
 - OCWR may use incentives from current or future partnerships as another form of reward program.

Task 3**Curriculum Marketing and Full-Scale Implementation (Months 3-11, 09/01/2024-05/30/2025)**

OCDE will update, design and implement a marketing initiative to be approved by OCWR for full-scale implementation of existing and new materials with outreach to all Orange County school districts through in-person visits, emails, social media, education agency newsletters, TOSA (Teachers on Special Assignment) Network meetings, and parent groups such as the PTA. Full-scale implementation will highlight participant testimonials.

Month 3

- 3.1 Design and distribute marketing collateral for various platforms including digital and print to schools and families.

Months 4-5

- 3.2 Implement full-scale digital marketing campaign to include promotion of materials.
- 3.3 Implement direct outreach campaign to include the promotion of materials at in-person events such as school science nights, open houses, TOSA network meetings, and PTA meetings.

Months 4-11

- 3.4 Distribute sample curriculum and any new family engagement resources.
- 3.5 Conduct direct outreach to schools at various school-based administrative meetings, TOSA network meetings, and family events such as open houses, science nights, and/or PTA meetings.

Months 4 & 6

- 3.6 Provide at least two workshops for Orange County teachers.

Months 3, 5, 7, 9, and 11

- 3.7 Highlight program successes with student, teacher, and family participant stories to increase awareness and demand for resources.

Task 4**Evaluation and Report (Month 12, 06/01/2025- 06/30/2025)**

OCDE will conduct and create a final report with results from a comprehensive evaluation approved by OCWR to measure the following from start of project to the final Contract year:

- 4.1 Utilization and effectiveness of materials.
- 4.2 Demographics of participants.
- 4.3 Revisions needed.
- 4.4 Additional materials needed.
- 4.5 Where we are towards meeting the goals originally established.

Task Disbursement Payment Schedule

Payment for services will be made in arrears, upon final approval of the Contract Manager based on the following estimated schedule of completion.

Year One

Task	Completion Date	Cost
#1 Materials Audit	August 1, 2020	\$8,000
#2 Curriculum Development	December 31, 2020	\$58,000
#3 Curriculum Marketing & Pilot Project Implementation	May 1, 2021	\$25,000
#4 Evaluation and Report	June 30, 2021	\$9,000
Total		\$100,000

Year Two

Task	Completion Date	Cost
#1 Materials Audit	August 1, 2021	\$5,000
#2 Curriculum Development	December 31, 2021	\$35,000
#3 Curriculum Marketing & Project Implementation	May 1, 2022	\$55,000
#4 Evaluation and Report	June 30, 2022	\$5,000
Total		\$100,000

Year Three

Task	Completion Date	Cost
#1 Materials Audit	August 1, 2022	\$5,000
#2 Curriculum Development	December 31, 2022	\$35,000
#3 Curriculum Marketing & Project Implementation	May 1, 2023	\$55,000
#4 Evaluation and Report	June 30, 2023	\$5,000
Total		\$100,000

Year Four

Task	Completion Date	Cost
#1 Materials Audit	August 1, 2023	\$5,000
#2 Curriculum Development	December 31, 2023	\$35,000
#3 Curriculum Marketing & Project Implementation	May 1, 2024	\$55,000
#4 Evaluation and Report	June 30, 2024	\$5,000
Total		\$100,000

Year Five

Task	Completion Date	Cost
#1 Materials Audit	August 1, 2024	\$5,000
#2 Curriculum Development	December 31, 2024	\$30,000
#3 Curriculum Marketing & Project Implementation	May 1, 2025	\$60,000
#4 Evaluation and Report	June 30, 2025	\$5,000
Total		\$100,000

Attachment B
Payment Terms and Invoicing Instructions

Terms

Contractor shall submit an invoice in *arrears* for Materials and Services provided as outlined in Attachment A, Scope of Work.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for Services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any material or service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (materials or services).

Invoicing Instructions

The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Remittance Address
- c. Name of County Department
- d. MA Number MA-299-20011422
- e. Complete Breakdown of Charges, Including Delivery Address
- f. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction. Invoices and supporting documents shall be submitted electronically, via email to ocwrinvoice@ocwr.ocgov.com. Invoices may also be submitted via mail to the following address:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Floor
Santa Ana, CA 92701

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.