

**Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street Oakland CA 94601**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)**

**FOR FACILITIES MASTER PLANNING SERVICES  
INCLUDING STRATEGIC FACILITIES OPTIMIZATION  
PROJECT NO. 24119**

**June 5, 2024 (Issued)**

**Responses must be received by June 27, 2024, no later than 2:00 p.m.**

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons, or professional organizations ("Consultants") to provide proposals for Facilities Master Planning Services ("Project"). These services are intended to comprehensively address all District-owned and run facilities, including Early Childhood, Kindergarten ("K") through 12, Adult Education, Administration, and Operations. The primary goal of the Facilities Master Plan (FMP) is to serve as a roadmap for future development, renovation, modernization, and maintenance of facilities. The plan will address the long-range and the short-term goals and objectives of the Governing Board ("Board") and help inform operational efficiency, leveraging available capital funds. Interested Consultants are encouraged to submit detailed proposals outlining their expertise and strategies for achieving these objectives.

Interested firms are invited to submit a Statement of Qualifications ("SOQ") and a detailed Fee Proposal (collectively "RFQ/P Packet") as described below of the requested materials with a cover letter addressed to:

**Oakland Unified School District  
Pranita Ranbhise, Director, Facilities Planning and Management  
955 High Street, Oakland, CA 94601**

Oral, telegraphic, facsimile or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

**The District will only accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 PM (Pacific Time) on June 27, 2024, via email will be accepted (to Juanita Hunter at [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org) and the contact persons below).**

If you have any questions regarding this RFQ/P and/or submitting the proposal electronically, please email Pranita Ranbhise at [pranita.ranbhise@ousd.org](mailto:pranita.ranbhise@ousd.org) and cc: to Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org).

**LOCAL, SMALL LOCAL, AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM**

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

On April 28, 2021, the Board of Education amended the Local Business Policy which had named the City of Oakland as the singular agency to certify local businesses to include five additional local business certifications. For businesses located in Oakland, Local Business and Small Local Business certifications may also be accepted from the Port of Oakland, Alameda County Transportation Commission, Alameda County Department of General Services, US Department of Transportation California Unified Certification Program, and the California Public Utilities Commission.

The District will follow the City of Oakland Small Business size standards in recognizing Small Local and Small Local Resident Businesses.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

**FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprise (“SLBE”), Small Emerging Local Business Enterprise (“SELBE”), and Disabled Veterans Business Enterprise (“DVBE”) firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise subjected to discrimination in any consideration leading to the award.

**SCHEDULE OF ACTIVITIES**

Listed below is the “Schedule of Activities” which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

<b>DATE</b>	<b>ACTIVITY</b>
June 5, 2024	RFQ/P Issued
June 13, 2024	Mandatory Pre-proposal Meeting via Zoom at 11:00 a.m. (PST)
June 20, 2024	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (PST)
June 24, 2024	District will provide written responses to requests for clarification

<b>June 27, 2024</b>	<b>Proposals Due by 2:00 p.m. (PST)</b>
July 9, 2024	In-person Interview of shortlisted firms (time TBD)
August 15, 2024	Facilities Committee - tentative vote of the contract to make a recommendation for Board approval
<b>August 28, 2024</b>	<b>Board Meeting – tentative approval of Contract</b>
August 29, 2024	Tentative Notice to Proceed issued to Consultant

## **REQUEST FOR QUALIFICATIONS AND PROPOSALS**

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from experienced Consultants to submit proposals for Facilities Master Planning Services ("Project"). These services are intended to comprehensively address all District-owned facilities, including Early Childhood, K-12, Adult Ed, Administration and Operations. The primary goal is to enhance the utilization of these facilities and improve operational efficiency, leveraging available capital funds.

### **A. DISTRICT OVERVIEW**

For the School Year ("SY") 2023-2024, OUSD is serving a total of 34,059 students in District-run schools and programs with 1,021 students in Transitional Kindergarten ("TK"), 16,639 students in K-5, 6,688 students in 6-8, and 9,711 students in 9-12.

For Early Childhood Education, 913 students will be served which includes Pre-K General Education and Inclusion students.

Another 2,388 students will be receiving Adult Education services for SY 2023-2024 at 11 OUSD sites, 2 programs at Laney and Merritt College campuses, and 2 programs at community-based organizations.

OUSD has a total of 108 facilities/campuses which includes 80 District-run schools/programs. There are currently 46 Elementary Schools, 3 Grade K-8 Schools, 11 Middle Schools, 3 Grade 6-12 Schools, 7 High Schools, 6 High School Alternative sites, 1 Independent Study site, 2 Programs at Exceptional Children ("PEC") sites, 1 TK site and 6 vacant sites.

Additional information can be found on the Fast Facts 2023-24 document at the following link:

<https://www.ousddata.org/public-dashboards.html>

## **B. DISTRICT MISSION AND VISION**

### **OUSD Mission Statement**

Oakland Unified School District (OUSD) will build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequities, and providing each child with excellent teachers, every day.

### **OUSD Vision Statement**

All OUSD students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success.

### **OUSD Current Commitments**

- Provide every student with access to a high-quality school
- Ensure each student is prepared for college, career, and community success
- Staff every school with talented individuals committed to working in service of children
- Create a school district that holds itself and its partners accountable for superior outcomes
- Guarantee rigorous instruction in every classroom, every day.

### **Facilities Core Operational Values**

- Data-Driven Decision Making
- Collaboration
- Integrity
- Accountability Systems to Meet Project Goals and Outcomes
- Equity Centered Decision Making

## **C. BASIC SERVICES**

The Consultant agrees to provide the Services described below:

- 1.** The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.
- 2. Mandatory Assistance.** If a third-party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
- 3. Insurance** (Mandatory Requirements). Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to

provide insurance as required in the attached agreement, including but not limited to the following:

- 3.1 A.M. Best financial strength rating (FSR) of A- or better.
- 3.2 Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- 3.3 Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4 Workers' Compensation and Employer's Liability Insurance: The selected Architect shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Architect shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 3.5 Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6 All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7 Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

#### **D. STATEMENT OF WORK**

1. **Summary of the Scope of Work:** Produce a Long Term Facilities Master Plan that supports Oakland Unified School District's planning by aligning the plan to District strategic initiatives, Board Policies, and key federal, state, county, and city initiatives, including:
    - a. [OUSD Board Policy 7110 - Facilities Master Plan](#)
    - b. [OUSD's Strategic Plan](#)
    - c. Measure Y Bond Language and Approved Measure Y Spending Plan
      - i. [Measure Y Official Election Site of Alameda County](#)
      - ii. [Revised OUSD Bond Measure Y Spending Plan](#)
    - d. Draft OUSD's Facilities Education Specifications
    - e. Potential State Funding (Bond and Other Sources) and Federal Funding
    - f. Early Childhood Facilities Investments Supported
      - i. California's Early Childhood Expansion of Transitional Kindergarten
      - ii. [Oakland City Measure AA](#)
      - iii. [Alameda County Measure C](#)
    - g. Board Policy on Quality School Improvement (BP 6005)
    - h. Board Policy on Quality School Development (BP 6006)
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- i. Living School Yards Policy and Guidelines
- j. [OUSD Climate Emergency Action Resolution](#) and other state sustainability goals

The FMP will also be informed by the 2020 General Obligation Bond Spending Plan and inform any potential State or District General Obligation Bond planning. Additional architectural or engineering services will be procured as needed to support the project outcomes.

The District seeks a variety of professional FMP services, including:

**2. Part A: Review of District Facilities Master Plans, Enrollment Projections, and Visioning Session**

1. Review the previous Facilities Master Plans, site drawings, floor plans, and feedback from Board Directors and staff around lessons learned from the previous Master Plans and supporting methodology:
  - a. <https://drive.google.com/drive/folders/0ABDK9nIANkqzUk9PVA>
    - i. 2017 FCA Reports by Jacobs
    - ii. 2020 FMP by MKThink
2. Visioning Session: Conduct a visioning session for the Facilities Planning and Management team leading the FMP update ("FMP Planning team") to collaborate and develop a vision for the FMP, set goals, establish standards for ground truth and assessment, and create a roadmap for community engagement.
3. Analyze OUSD's current, short term and long-term projected enrollment and demographic shifts for integration into the FMP.
4. Integrate OUSD's Facilities Education Specification for programmatic investments into the overall master plan recommendations.
5. Coordinate with OUSD's Research Assessment & Data ("RAD") and FMP Planning Team to develop the parameters and framework for a comprehensive facilities database that holds facility data that can be updated to drive key decision-making.
  - a. Develop a comprehensive facilities planning database linked to updated 1A(A1) Diagrams, showing all District-owned facilities' current conditions, enrollment, and capacity. Update the following sites:
    - i. Site 109 - Cole Elementary School (Central Administrative Center)
    - ii. Site 119 - Glenview Elementary School
    - iii. Site 131 - Laurel Elementary School and CDC
    - iv. Site 161 - Washington Elementary School (Sankofa)
    - v. Site 163 - Whittier Elementary School (Greenleaf)
    - vi. Site 171 - Kaiser Elementary School
    - vii. Site 184 - Foster Elementary School (The Center)
    - viii. Site 215 - Madison Middle School (Madison Park Business & Art Academy)
    - ix. Site 302 - Fremont High School
  - b. Go to the following link for the 2013 1A Diagrams by Byrens Kim Design Works: <https://drive.google.com/drive/folders/0ABDK9nIANkqzUk9PVA>
  - c. Develop dashboards that provide staff and the community access to key data.

### 3. **Part B: Site Assessment/Facilities Condition and Programmatic Capacity**

1. **Facilities Capacity Model:** Use data from OUSD's Facilities Capacity database to more accurately reflect current site allocations and generate capacity reports to inform District strategic decisions
  - a. A traditional Facility Capacity (the number of students a building can accommodate based upon the classrooms available and contractual class sizes) and Programmatic Capacity (the number of existing core classrooms and the specific unique programs assigned to a school and the space requirements for those programs)
  - b. **Facility Needs Assessment**, including preparation of a **Facilities Conditions Index (FCI)** for major buildings at each site
    - i. Conduct site assessments to review functional issues, and gather information on current conditions at all OUSD sites.
    - ii. Analyze district databases
    - iii. Building systems assessment:
      1. electrical systems and system capacity
      2. roofing
      3. HVAC systems using data by others
      4. core building systems
      5. seismic safety
      6. accessibility
      7. fire, life-safety, and security
  - c. Cost Estimates: Identify current and projected costs for recommended facility additions and improvements, including cost-benefit analysis for remodeling, repurposing, new construction, and site acquisition.
    - i. Use estimated costs for improvements and identified replacement costs to prepare the Facilities Condition Index.
    - ii. The escalation period will be identified as part of the visioning session considering the FMP five-year update cycle. Project escalation for five- and ten-year periods based on current industry standards.

### 4. **Part C: Development of the Facilities Master Plan**

1. Develop a Facilities Master Plan with an Executive Summary that also includes specific specialized master planning guidance
  - i. Electrification Master Planning Recommendations
  - ii. Early Childhood Master Planning Recommendations
  - iii. HVAC Master Planning Recommendations
  - iv. Strategic facilities objectives
    1. Improving Classroom Environments and Air Quality
    2. Energy Efficiency and Sustainability
    3. Districtwide Safety Improvements
    4. Living School Yards and Playspaces
    5. Deferred Maintenance
    6. Secondary Sports Facilities and Upgrades
    7. Technology Infrastructure
    8. Early Childhood Investments
    9. Creating Dignified Dining Spaces in School Cafeterias/Kitchens
2. Identify future areas where OUSD should invest bond funding to create quality schools for students, using enrollment projections, city developments,

and clear identification of needs based on grade spans, school size minimums, and the Facility Condition Index.

3. Prioritize short-term and long-term district needs, consider community and joint use opportunities
  - i. Prepare site facilities needs/recommendations
  - ii. Identify building system needs
  - iii. Identify clear areas of deferred maintenance needs
  - iv. Energy savings measures for each school site are recommended.
  - v. Develop strategies and implementation steps for identified needs. Prioritize district needs using a scale identified in the visioning session, categorizing them as immediate, short-term, long-term, or nice-to-have.

## **5. Part D: Community Engagement**

1. Assist the FMP Planning team in developing a communication plan to engage with district stakeholders and the community. Support the district to conduct at least 12 meetings (seven town hall sessions, one per Board Member District, one Facilities Committee Meeting, one CBOC meeting, one Board of Education Meeting, one PSAC, and one OUSD's ACC [All City Council] Student Union meeting) and outreach facilitation associated with updating the FMP.
  - a. This includes meetings/forums with the community and staff
  - b. Data-gathering surveys and other platforms to get feedback from school sites, school community members, and community members.
  - c. Support the FMP Planning team in developing an interactive webpage on the Facilities website, hosted within OUSD's existing webmaster platform, to share feedback from key constituents across the district.
  - d. Identifying key issues related to facilities and site-specific needs
  - e. Identifying practical solutions that will accurately reflect the district's capital needs
2. Parent Student Advisory Committee (PSAC) Engagement: Review of plans, reports, and studies and meet with facilities master planning staff and/or consultants to provide input into the updated Master Plan for their school site. Plan on PSAC consultations in January, February, and March of 2025.
3. Formal presentations of the Draft Facilities Master Plan to the Citizen Bond Oversight Committee, the Facilities Committee, and the Board of Trustees.

## **E. DELIVERABLES**

1. Facilities Master Plan with Executive Summary in a PDF and editable version to support annual updates by the district.
2. Overall process of development of FMP.
3. Guiding principles that will allow OUSD to address the needs of existing facilities while also providing the ability for the district to adapt to changing conditions across the city.
4. Planning context documentation.
5. Needs assessment and Facilities Inventory datasets, Educational Program, databases, and methodology. Database in a format that is supported for updates in SQL.
6. Prioritized list of recommended projects as "Project-Specific Initiatives".
7. Assistance in developing an interactive Facilities Master Plan on the OUSD website, including design and content creation, or other creative approaches to make it user-friendly and interactive.



8. Presentations to the District Facilities Committee, Governing Board, other departments and leadership, and the community, as applicable.

#### **F. ESTIMATED TIMELINE**

The parts listed above can be completed concurrently or sequentially, as appropriate. The district is open to feedback or considerations regarding the estimated timelines.

1. **Parts listed above can be completed concurrently or one after the other, as appropriate.**
2. Part A and initial community engagement completion by end of November 2024
3. Part B completion by the end of January 2025
4. Part C completion by the end of February 2025
5. Part D completed by the end of April 2025
6. Present the Draft FMP to Senior Leadership, Superintendent, District Facilities Committee, and the Board in May and June of 2025
7. Adopted by the Board in Fall 2025

#### **G. COORDINATION**

1. Foster collaboration with various OUSD departments and leverage the expertise of sub-consultants to address data gaps effectively.
2. Actively engage the public by partnering with OUSD community engagement specialists to disseminate and promote the Master Plan objectives.
3. Present the Facilities Master Plan to the Board of Education in a manner to ensure clear communication and understanding.
4. Coordinate seamlessly with OUSD's bond consultant and prepare materials for the next General Obligation Bond, ensuring thorough and effective planning.

#### **H. DATA TRANSMITTAL AGREEMENT**

1. OUSD will own all raw data collected, to be transmitted at the project's end.
2. Provide final clean data in the required format at no extra cost.
3. Transmit databases in full relational schema structure.
4. Provide a data dictionary/codebook at no additional cost.
5. Provide detailed documentation on data collection, cleaning, and involved staff.
6. Supply details on aggregate result calculations based on raw data.
7. Designate the Consultant's point person to handle all data-related questions.

#### **I. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL**

##### **1. General Information / Instructions - Statement of Qualifications**

- 1.1. The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2. The District seeks to identify firms with a record of excellence in efficient planning and successful project delivery. The firms must have relevant experience related to K-12 educational facilities including expertise in facilities master planning, and navigating interactions with various government agencies

such as the Division of the State Architect, the Office of Public School Construction ("OPSC"), and the California Department of Education.

- 1.1.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than twenty (20) printed pages in length. The 20-page limit (as if printed single sided) shall cover Sections 2.1 thru 2.5 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of the firm. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 20-page limit.

## **2. Content – Statement of Qualifications**

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone, email address(es) and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of the firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and the insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

If the respondent has any questions including questions about the form of agreement, it must submit in writing by the deadline for questions listed on the Schedule of Activities to allow the District review and to issue a written response in an Addendum to the RFQ/P.

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

- 2.2 Executive Summary** - The Executive Summary should contain firm information, an outline of the firm's approach, along with a brief summary of the firm's qualifications.

### **2.3 Firm Information**

**Narrative** - Provide a narrative of the services offered by firm. The narrative should include all of the following:

- 2.3.1** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe the number of years in business and types of business conducted. Describe staffing capacity and resources to

perform the scope of work.

**2.3.2** Describe firm's approach and how it will work with District administration officials, community partners, and district facilities staff to ensure data input will be inclusive.

**2.3.3** Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

**2.3.4** Identify master planning services for K-12 educational facilities provided by firm in the past five (5) years. Limit response to no more than the ten (10) most recent projects. Please include the following information for each project:

**2.3.4.1** Name of project and district,

**2.3.4.2** Scope of projects, description of services provided,

**2.3.4.3** Contact person, email address and telephone number at district,

**2.3.4.4** Firm person in charge of each project,

**2.3.4.5** Consulting dollar value of each project.

**2.3.5** The firm shall identify and provide resumes for the key personnel that will staff the Project. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work requested in this RFQ/P.

**2.3.6** The firm shall list any sub-consultants anticipated, along with their specific tasks and firm information.

**2.4 Litigation.** Provide information on any litigation arising from firm's projects, if any, in the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

## **2.5 Professional Fees**

Firms shall provide a detailed fee proposal.

**2.5.1** Provide a Not-to-Exceed Fee which will include a line item for a 10% contingency to the Proposed Fee. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- Proposed Fee with line item amounts for each of the tasks noted in Section C - Statement of Work
- Contingency of 10% of Proposed Fee
- Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

**2.5.2** Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

**2.5.3** The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

**2.6 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. Include any data that may assist the District in understanding the firm's qualifications and expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page limit.

**3. Local, Small Local and Small Local Resident Business Enterprise Program**

Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the "Local Business Participation Worksheet" (Exhibit E attachment).

**J. DISTRICT'S EVALUATION / SELECTION PROCESS**

1. The District may, at its discretion, interview some or all of those firms submitting a Statement of Qualifications. The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s).
3. Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
4. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
5. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

**K. FINAL DETERMINATION AND AWARD**

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.
2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a

contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual. All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

**END OF RFQ/P**

**EXHIBIT A**

**General Services Agreement (specimen)**

[ATTACHED BEHIND THIS COVER PAGE]

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This general services agreement (“Agreement”) is made and entered into effective \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the Oakland Unified School District (“District”) and \_\_\_\_\_ (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the \_\_\_\_\_ project (“Project”), \_\_\_\_\_ (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by \_\_\_\_\_ consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. The term for performance of the Services shall begin on \_\_\_\_\_, 20\_\_, and shall end on \_\_\_\_\_, 20\_\_ (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which consists of a not-to-exceed amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of the Basic Services, and a not-to-exceed contingency amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made



against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act (“FEHA”).

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$ \_\_\_\_\_ each occurrence and \$ \_\_\_\_\_ in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$ \_\_\_\_\_ each occurrence and \$ \_\_\_\_\_ in the aggregate; (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes

or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all

individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor \_\_\_\_\_ [*insert "is" or "is not"*] a resident of the State of California. If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

\*\*\*\*\*

**DISTRICT:**

**CONTRACTOR:**

**OAKLAND UNIFIED SCHOOL DISTRICT** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for District Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Contractor Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
OUSD Facilities Legal Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**

**Scope of Services**

[AS APPROVED AND DELINEATED IN PROPOSAL]

SPECIMEN

**EXHIBIT B**

**Hourly Rates**

[AS APPROVED AND DELINEATED IN PROPOSAL]

SPECIMEN



**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

[ATTACHED BEHIND THIS COVER PAGE]

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert "owner" or officer title]* of \_\_\_\_\_  
*[insert name of business entity]*, have read the foregoing and agree that \_\_\_\_\_  
\_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: \_\_\_\_\_  
Date of Entity’s Contract with District: \_\_\_\_\_  
Scope of Entity’s Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert “owner” or officer title] for \_\_\_\_\_ [insert name of business entity] (“Entity”), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**EXHIBIT D**

**Designation of Key Personnel**

[AS APPROVED AND DELINEATED IN PROPOSAL]

SPECIMEN



**EXHIBIT E**

**Local Business Participation Worksheet**

[ATTACHED BEHIND THIS COVER PAGE]



Oakland Unified School District  
Local Business Utilization

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	<input type="text"/>	Bid Opening Date	<input type="text"/>
Project Name	<input type="text"/>	Time:	<input type="text"/>
Project Number	<input type="text"/>	Project Manager:	<input type="text"/>
Proposed Total Contract Amount	<input type="text"/>	Architect:	<input type="text"/>

BASE BID AMOUNT

Proposed Total SLBE Amount (%)  %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
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<b>TOTAL PARTICIPATION</b>	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.