



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)**  
**FOR ASSET MANAGEMENT AND REAL PROPERTY SERVICES**

**PROJECT #24156**

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

**Responses must be received by September 4, 2024, no later than 2:00 p.m.**

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

## **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>
August 21, 2024	RFQ/P Issued
August 26, 2024	Non-mandatory Pre-proposal Meeting via Zoom at 11:00 AM (PST)
August 27, 2024	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (PST)
August 28, 2024	District will provide written responses to requests for clarification
<b>September 4, 2024</b>	<b>Proposals Due by 2:00 p.m. (PST)</b>
September 19, 2024	Facilities Committee - tentative vote of the contract to make a recommendation for Board approval
<b>September 25, 2024</b>	<b>Board Meeting – tentative approval of Contract</b>
September 26, 2024	Tentative Notice to Proceed issued to Consultant

OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time.

Proposers are responsible for viewing any new changes related to this proposal online at

<https://www.ousd.org/facilities-planning-management/opportunities/contract-opportunities/requests-for-proposals>

### **Non-mandatory Pre-proposal Meeting – Joining Instructions:**

Pranita Ranbhise is inviting you to a scheduled Zoom meeting.

Topic: OUSD RFQ/P Pre-Proposal for Asset Management and Real Property Services

Time: August 26, 2024 11:00 AM Pacific Time (US and Canada)

Join Zoom Meeting:

<https://ousd.zoom.us/j/89407599232?pwd=Kerd1ZaOtj517b4j1k4Z1IVX1VOdmR.1>

Meeting ID: 894 0759 9232

Passcode: 150360

One tap mobile [+17193594580](tel:+17193594580),[,89407599232#](tel:+189407599232) US [+12532050468](tel:+12532050468),[,89407599232#](tel:+189407599232) US

Dial by your location • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US

Meeting ID: 894 0759 9232

Find your local number: <https://ousd.zoom.us/j/89407599232>

### **Submission Requirements:**

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 September 4, 2024, via email will be accepted (to Juanita Hunter at [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org) and the contact persons below).

Proposal shall include a cover letter addressed to:

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

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 Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org).

**NOTE:** Contacting Board members and/or any District staff other than the contact persons noted above, may disqualify the proposer from the process.

## **REQUEST FOR QUALIFICATIONS AND PROPOSALS**

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from experienced Consultants to employ the services of an experienced Asset Management and Real Property services firm. This RFQP further defines the scope services sought from the professionals, firms, team and generally outlines the Project requirements.

### **1. DISTRICT OVERVIEW**

OUSD (District) is the eleventh largest school district in California. OUSD shares the same boundary as the the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The District operates under a locally-elected seven-member Board form of government and provides educational services to grades CDC/Pre-K - Adult. 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>.

### **2. BACKGROUND INFORMATION**

OUSD’s physical assets help provide safe, healthy, and appropriate learning environments for students in Oakland’s public schools. The District’s Board of Education has instituted several policies to ensure that we are first and foremost using District facilities for educational purposes for students. If a school facility or site is no longer needed for educational purposes for programming provided by the district, the District’s Board of Education has confirmed that it is critical to consider the possibilities for maximizing community benefit and revenue generation for the benefit of Oakland students.

This RFQP further defines the scope of services sought from the professionals, firms, teams and generally outlines the Project requirements. The District has identified sites, listed below in Section 3, to consider as part of the Asset Management and Real Property services. The objective is to gather detailed information to optimize asset management, evaluate potential uses, and make informed decisions regarding the future of these properties. This project will support the district’s strategic planning efforts to enhance educational facilities and fiscal responsibility.

### **3. SCOPE OF WORK**

The scope of services covers the following key areas:

1. **Full Properties Included:** The following sites are included in the scope of asset management and real property services for **full analysis**:
  - a. Ralph J. Bunche Academy: 1240 18th St, Oakland, CA 94607.
  - b. Former Administrative Building: 1025 2nd Ave, Oakland, CA 94606.
  - c. Lakeview: 746 Grand Ave, Oakland, CA 94610.
  - d. Washington Childhood Development Center (CDC): 581 61st St, Oakland, CA 94609.
  - e. Golden Gate CDC: 6232 Herzog St, Oakland, CA 94608.
  - f. Hillside at Castlemont: 2369 84th Ave, Oakland, CA 94605.
  - g. Bond Street Annex School: 1710 45th Ave, Oakland, CA 94601.
  - h. Former Edward Shands Adult Education Center: 2455 Church St, Oakland, CA 94605.
  - i. Former Tilden CDC: 4551 Steele St, Oakland, CA 94619.
  - j. Piedmont CDC: 86 Echo Ave, Oakland, CA 94611.

2. **Property Evaluations and Real Estate Analysis:**
  - a. Conduct a comprehensive evaluation of the real estate market to determine the current value of each property and potential for:
    - i. Sale
    - ii. Leasing
    - iii. Other options
  - b. Analyze market conditions, zoning, comparable property values, and potential appreciation or depreciation trends for properties identified in Section 1.
  - c. Assessment of shared or co-located parcels (Table 1):
    - i. Review and assess parcels that are split or shared with the City of Oakland, or co-located with the City of Oakland Evaluate value based on the real estate market, property size, and potential usage
    - ii. Identify any opportunities for optimizing these parcels, including potential for joint ventures, development, or improved utilization based on practices in OUSD and other California Districts

**Table 1: Assessment of shared or co-located parcels**

Sr. No.	Adjacent/Shared OUSD Campus	Colocated/Shared Use	Parcel Number	Property Address
1	Brookfield	Portion of school grounds owned by City of Oakland	44-5053-2-5 44-5053-1-6	401 Jones Ave
2	Garfield	Garfield Recreation Center	20-201-5-1 20-202-1-1 20-202-1-3	1640 22nd Ave
3	Greenman Field	Located on a portion of parcel, leased to City of Oakland	41-4066-1 41-4132-15-3	6701 International Blvd

4	Redwood Heights	Portion of Redwood Heights Recreation Center owned by OUSD	30-1869-34-4 30-1869-58-3 30-1869-61-4	4401 39th Ave
5	Stonehurst	School garden, parking lot, and portion of schoolyard	45-5214-2-3 45-5214-3-1	10345 E St
6	Sankofa (Washington)	Portion of baseball field is owned by OUSD	15-1375-1 15-1374-1-2	581 61st St
7	East Oakland Pride (Webster)	Portion of school building and school parking lot owned by the City of Oakland. Portion of baseball field owned by the district.	40-3372-1-1 40-3371-1-2 40-3370-1-3 40-3370-1-4	8000 Birch St

### 3. Property Usage:

- a. Conduct thorough property evaluations considering Education Code requirements and Board Policies (e.g., BP 7350).
- b. Assess the quality and sustainability of proposed development plans, ensuring alignment with the District's Strategic Plan.
- c. Evaluate the current and potential real estate value of district properties, considering market trends, neighborhood context, and future development potential.
- d. Provide detailed recommendations for potential usage including options for revenue generation, cost analysis, development potential, and community usage.
- e. Prepare and update a matrix of assigned District sites, including:
  - i. Valuations under identified reuse scenarios.
  - ii. Summary of potential costs for the District to execute property disposition options.

### 4. Housing Potential on Identified Properties

- a. Evaluate property usage for housing including
  - i. Housing for unhoused populations
  - ii. Affordable housing
  - iii. Workforce housing
  - iv. Market-rate housing.
- b. Include the potential number of units based for each property based on zoning, parcel size, and accepted housing standards for similar urban areas
- c. Identify potential funding models used to develop each type of housing identified in 4a. based on actual models employed by school districts to develop properties

- on vacant properties.
- d. Identify current and planned legislative funding models that may be used based on local, city, county, and state initiatives to develop affordable housing.
- e. Identify if properties also have the potential to incorporate commercial retail or other revenue-generating areas to maximize the district's revenue.
- f. Identify potential community usage spaces that have been incorporated into workforce housing developments.
- g. Identify any revenue generation based on each of the housing models above that could support district operations based on current market conditions.

**5. Special Property Needs**

- a. Assess potential property usage scenarios based on OUSD's identified facilities needs through Asset Management Board Study Sessions:
  - i. The optimum location for the enrollment center is based on proximity to student population centers in OUSD to provide easy access to families. (District will provide data)
  - ii. Ideal property characteristics and specifications for a school that can be used for Special Education-Non-Public Schools in study sessions.
  - iii. Identify property characteristics and specifications for Early Childhood Centers to expand TK enrollment based on models from other Districts in California.

For more information and presentation on the Real Property Assets of the District, including status, guiding principles:

<https://ousd.legistar.com/MeetingDetail.aspx?ID=1194484&GUID=6A320AA1-20BF-4CD1-9549-5102D6BDA363&Search=>

**6. Board Consideration for Properties with High Community Impact:**

- a. Generate a comprehensive framework for staff to review district properties with high community potential identifying key variables that should be evaluated in Board decision-making.
- b. Offer strategies considering community usage, benefits, and location-context analysis, with examples such as Kaiser Elementary and Parker Community School or other models from other Districts.

**7. Strategic Recommendations, Quality, and Sustainability:**

- a. Provide recommendations for revenue-generating opportunities, including a matrix that outlines property benefits to district staff and the broader district, proposed development plans, and revitalization potential.

**8. Board Engagement**

- a. Get direct feedback from Board members through 2 x 2's to engage directly with the Board on asset management ideas.

**9. Optional Services (if applicable):**

- a. Provide additional financial analysis or feasibility studies for recommended options.

**4. DELIVERABLES**

**1. Asset Management and Real Property to include:**

- a. Market Analysis Report: Comprehensive evaluation of current market conditions, property values, and financial implications for selling, leasing, or repurposing properties.
  - b. Property Usage Assessment: Detailed evaluation of property usage options, including educational, housing, and community benefits, with associated cost analysis.
  - c. Valuation Matrix: A matrix detailing property valuations under various scenarios, including revenue potential and related costs.
  - d. Strategic Development Plan: Recommendations for property use, revenue opportunities, and revitalization potential.
  - e. Sustainability Assessment: Evaluation of the quality and sustainability of proposed development plans.
- 2. Board and Facilities Committee Presentation and Feedback Summary:**
- a. Presentation of findings and recommendations.
  - b. Documentation of feedback received from Board members and a summary of adjustments made based on their input.

**3. CONTRACTUAL REQUIREMENTS**

Selected firm(s) must be able to execute the District's standard agreement. (A Copy of the District's Agreement for Professional Services is attached to this RFQP as Attachment "A.") Firms responding to this RFQP must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

Selected firm(s) must agree to the following language: "CONTRACTOR is able to meet its obligations and perform the work required pursuant to the Agreement in accordance with any shelter-in-place (or similar) order issued by local or state health authorities and with any social distancing (or similar) requirements."

**4. CONFLICT OF INTEREST**

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, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

**5. ASSIGNMENT**

Any contract resulting from this RFQP and any amendments or supplements thereto shall not



be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

## **6. SUMMARY OF REQUIRED QUALIFICATION**

Provide a summary of the firm/team's qualifications to provide the Scope of Services. Indicate areas of specific expertise in California K12 Public School asset management and real property services.

## **7. FORMAT REQUIREMENT**

Firms submitting SOQs in response to this RFQP must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed 25 (twenty-five) pages, not including the cover letter, table of contents, section dividers, resumes, samples of work, and fee proposal. Each SOQ shall include a Front Cover stating the following:

**"Statement of Qualifications and Proposal for [FIRM NAME] for Asset Management and Real Property Services in Response to Oakland Unified School District's RFQP #24156"**

Submittals are to be submitted in pdf format as an email attachment.

At a future date selected firms will be requested to provide two (2) bound copies of the Statement of Qualifications for the District's files.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

## **SOQ CONTENT REQUIREMENTS**

- a. **COVER LETTER** (maximum of 1 page)
  - i. Provide a letter of introduction signed by an authorized officer of the company. If the company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
  - ii. Include a brief description of why your firm or team is well suited for, and can meet, the District's needs.
  - iii. Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
  - iv. Respondents must include the following statement: "[INSERT COMPANY'S NAME] received a copy of the District's form of Independent Consultant Services Agreement ("Agreement") attached as Appendix "A" to the RFQP. [INSERT COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT COMPANY'S NAME] has no

objections to the use of the Agreement."

- v. 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.
- vi. Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- vii. Respondent shall sign and add the following language: "By virtue of submission of this Statement of Qualifications, [INSERT COMPANY'S NAME] declares that all information provided is true and correct.

**b. BUSINESS INFORMATION**

- i. Provide Company name and Address.
- ii. Telephone, Fax, Name and email of main contact.
- iii. Federal Tax I.D. Number.
- iv. License or Registration Numbers of key personnel.
- v. Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- vi. A brief description and history of the firm, including the number of years the firm has been in business and date the firm was established under its given name.
- vii. Number of employees (licensed professionals, technical support.)
- viii. Location of office where the bulk of services solicited will be performed.
- ix. State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.
- x. City of Oakland, Alameda County Small Local Business certifications

**c. PROJECT APPROACH AND RELEVANT QUALIFICATIONS**

- i. Describe your firm's approach to and experience with property valuation, understanding of opportunities and limitations on school district property re-use.
- ii. Describe your firm's experience with California K-12 public school site and facility disposition. Specifically provide examples of surplus and non-surplus developments.
- iii. Describe how your firm has worked with local communities and public agencies to seek compatible and community supported uses for school properties while maximizing revenue to school districts.
- iv. Describe your firm's experience with long-term property planning for school districts.
- v. Describe your experience with building public-private partnerships to leverage funding opportunities for development.
- vi. How does your firm approach community engagement? Provide examples of work with previous districts.
- vii. Describe your experience with developing California K12 Public School District Workforce Housing.
- viii. Describe your experience with using Opportunity Zones as a part of the

overall project funding and development models.

**d. RELEVANT PROJECT EXPERIENCE AND REFERENCES**

- i. Provide information about prior asset management and real property disposition services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 School Districts in California.
- ii. Provide district name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- iii. Property or projects name and location.
- iv. Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- v. Key individuals of the firm involved and their roles in the project and any sub-consultants that worked with the firm.

**e. RELEVANT PROJECT EXPERIENCE AND REFERENCES**

- i. Provide information about prior asset management and real property disposition services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 School Districts in California.
- ii. Provide district name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- iii. Property or projects name and location.
- iv. Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- v. Key individuals of the firm involved and their roles in the project and any sub-consultants that worked with the firm.

**f. PROJECT TEAM SUMMARY**

- a) Identify key team members, including sub-consultants, and state their qualifications relevant to the requested scope of services and the scope of this project.
- b) Each SOQ must include evidence that the company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in Oakland and the State of California.
- c) The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement on the District's projects.

**g. LITIGATION HISTORY**

- a) Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

**h. FEE PROPOSAL**

- a) Include a fee proposal for the types of services requested. Fee proposal shall include hourly billing rates by position (proposed); a typical assigned property disposition staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates by position, by

company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The Schedule of Rates should identify proposed.

## **8. PROPOSED TIMELINE**

The District intends to “short-list” firms responding to this RFQ and to interview one or more firms to better assess their qualifications. The District will negotiate a scope of services and a fee proposal with the selected firm. The District will evaluate and select the firm based on qualifications, experience and performance with similar projects, references, ability to provide timely services, awareness of project issues, opportunities and constraints, and estimated fees and expenses. The selected firm must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines.

The District does not expressly state or imply any obligation to reimburse responding firms for any expenses incurred in preparing submissions in response to this request. The District reserves the right to reject any or all submissions, to select a firm in a manner that is advantageous to the district and to waive all formalities in the bidding.

## **9. CRITERIA FOR SELECTION**

This request is designed to select the proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### **The District reserves the right without limitation to:**

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

A review panel composed of the Chief Systems & Services Officer, Executive Director of Facilities, Risk Management Officer, Director of Facilities Planning & Management, and staff will evaluate qualifications/proposals. The criteria by which each response will be evaluated are as follows:

- **Applicable experience:** The extent to which applicants demonstrate experience and expertise related to the scope of work as outlined in the RFQ.
- **Demonstration of understanding:** The extent to which the applicant communicates an

understanding of the needs described here with documented samples of success.

- **Demonstration of capacity:** The proposal will be evaluated for feasibility, completeness and capacity to address the scope of work as outlined in this RFQ.
- **Cost/Budget:** The proposal will be evaluated for feasibility, completeness and capacity to address the scope of work as outlined in this RFQ.

<b>Selection Guide</b>				
	<b>QUALITY OF RESPONSE</b>	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>CONFIDENCE IN RESPONSE</b>
<b>EXCEPTIONAL RESPONSE</b>	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	<b>VERY HIGH</b>
<b>GOOD RESPONSE</b>	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	<b>HIGH</b>
<b>ADEQUATE RESPONSE</b>	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	<b>ADEQUATE</b>
<b>MARGINAL RESPONSE</b>	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	<b>LOW</b>
<b>INADEQUATE RESPONSE</b>	Meets a few to none of the RFQ requirements.	Few or no clear strengths.	Significant and numerous	<b>NONE</b>

## Submission Instructions

**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).**

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract, attached for review as Exhibit A. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local and Small Local Business 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>

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" attachment.

## **Proposal Format**

**Application Template:** Complete the OUSD Application Template, located on page 10.

**Executive Summary:** Include an opening summary that details your organizational structure, your qualifications and your proposed approach and how you demonstrate a commitment to developing a diverse candidate pool.

**Statement of Firm Qualifications:** All responses must include a statement of qualifications, experience and description of the firm and its history. The response should specifically indicate the firm's current and historical expertise in providing the Executive Search Services identified in the RFQ.

**Staff Qualifications:** All responses must include names and titles of each individual who will be providing the Executive Search Services, as well as written descriptions of the individual's experience. All responses must identify the individual(s) who will have primary responsibility for contact and communications with the District.

**Approach and Timeline:** All responses should include a work plan and timeline for performing the services required.

**Budget:** All responses must include a budget/fee schedule including expected expenses. Explain your proposed budget in a brief narrative including estimated amounts of time to carry out contract activities. Costs should be reasonable and well justified. Proposers can submit their own budget expense or complete 'Exhibit C Proposal Price Form'.

**References:** All responses must include references from at least three clients. Preferably K-12 School Districts. Proposers can submit their reference template or complete 'Exhibit B References'.

**Sample Work:** All responses must include a sample timeline and a sample recruitment announcement.

**List of Exhibits:** Complete the Oakland Unified School District Questionnaire and all the 'List of Exhibits' documents.

**Oakland Unified School District Questionnaire**

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable)			

Tax Classification:	•	Individual
	•	Corporation
	•	Partnership
	•	Non-Profit
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	•	No
	•	Yes



<p>If yes, provide the name of the school/district and briefly detail the dispute.</p>		
<p>Has your company ever had a contract terminated for convenience or default in the prior five years?</p>	<p>•</p>	<p>No</p>
	<p>•</p>	<p>Yes</p>
<p>If yes, provide details including the name of the other party:</p>		
<p>Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?</p>	<p>•</p>	<p>No</p>
	<p>•</p>	<p>Yes</p>
<p>If yes, provide details:</p>		
<p>Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?</p>	<p>•</p>	<p>No</p>
	<p>•</p>	<p>Yes</p>
<p>If yes, provide details:</p>		

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## **List Of Exhibits**

- Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement
- Exhibit B: References
- Exhibit C: Proposal Price Form
- Exhibit D: Terms and Conditions
- Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion
- Exhibit F: Acknowledgement of Understanding Required Insurance
- Exhibit G: Worker's Compensation Certificate
- Exhibit H: Fingerprinting Certificate
- Exhibit I: Non- Collusion Declaration
- Exhibit J: Authorized Vendor Signature - Point of Contact
- Exhibit K: Local Business Utilization Worksheet

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

**Exhibit A : Acknowledgement of Reading and Understanding OUSD’s Contract**

***Important, the award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.***

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District’s General Services Agreement. Proposer understands that if awarded, it will be required to sign the agreement which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

**\*Contract Insurance Requirements may be subject to change**

*If having a hard time opening template(s), please email [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org) for a copy.*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**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 B: References**

**Reference 1:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_

**Reference 2:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_

**Reference 3:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Duration of Services: \_\_\_\_\_



**Exhibit C: Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit D: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFQ for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFQ known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFQ and addenda thereto, and all related materials and data referenced in the RFQ or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFQ, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in

accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFQ will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFQ.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors,

Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFQ and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither \_\_\_\_\_ [Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ [DATE] for the purposes of submission of this bid.

**By**  
**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

## **Exhibit F: Acknowledgement of Understanding Required Insurance**

\*Insurance Requirements may be subject to change

The following documents listed below are **not** required upon submission of proposal but will be required upon being selected for the Executive Search Firm for this project.

Unless specifically waived by OUSD, the following insurance is required:

1. Statement of Qualifications  
A.M. Best financial strength rating (FSR) of A- or better. A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.
2. Commercial General Liability Insurance Coverage via an ACORD sheet.
  - A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1011 Union Street, Oakland CA 94607
  - B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate
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.
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.
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).
6. Policy Endorsement that names Oakland Unified School District as an Additional Insured
7. Agency Letter: This letter states the following : (and should be on your letterhead)
  - (a) All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.

- (b) ATI Numbers (from fingerprinting) will need to appear on all invoices submitted to OUSD
- (c) Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.

**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit G: Workers Compensation Certificate**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

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

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

**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division

2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## **Exhibit H: Fingerprinting Notice and Acknowledgement**

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET  
(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.

**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit H – 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.

**Exhibit H – 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) pursuant to Education Code section 45125.1(f), 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.

**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit I: Non-Collusion Declaration**

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

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

**Print Name:** \_\_\_\_\_

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

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

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

---

Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Email	Telephone #	Fax #
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Federal Tax ID Number

### **Evaluation Process**

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to this solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

### **Selection Process**

Upon conclusion of the evaluation process, the District Selection Committee will decide collectively which proposal is most qualified and best fits the District's need.

Interviews may be held by the Selection Committee, however it does not mean it will be necessary.

Notice of "Intent of Award" will be emailed to the selected proposer and notice(s) of "Not To Award" will be emailed to the non award provider(s).

After "Intent of Award" notice, the District may negotiate with the most qualified proposer the contract amount including timetable. The contract amount shall be a not-to exceed amount.

### **Contract Award**

Upon successful completion of the negotiations, proposer will sign the agreement located in Exhibit A in this RFQ to begin the project.

**EXHIBIT K: 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>	\$	%	%	%								

APPROVAL - LBU Compliance Officer

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