

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

**Environmental Services for Brownfield Assessment and Cleanup Work Plan
Department of Toxic Substances Control (DTSC) Equitable Community
Revitalization Grant (ECRG) Project**

**The Center – 2850 West Street
Oakland, CA 94608
OUSD Project No. 24159**

March 5 2025 (Issued)

Responses must be received March 26, 2025, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations ("Consultants") to provide environmental services for site investigation and development of a Cleanup Workplan at The Center ("Project").

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

**Oakland Unified School District
Kenya Chatman, Executive Director of Facilities
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601**

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

The District will only accept a hard copy proposal along with a PDF version on a flash drive. Proposals received by the District no later than 2:00 PM (Pacific Time) on March 26, 2025 will be submitted (packet attention to Juanita Hunter)

If you have any questions regarding this RFQ/P and/or submitting proposal electronically, please email Kenya Chatman at kenya.chatman@ousd.org, Pranita Ranbhise at pranita.ranbhise@ousd.org and Colland Jang at colland.jang@ousd.org

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

As environmental services for the Project will be state funded, this RFQ/P is exempt from District's LBU requirements.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) AND PROJECT LABOR AGREEMENT

Consultants whose scope of work subject to SB 854 (Public Work Reform) shall register and renew annually with the California Department of Industrial Relations (DIR). DIR shall administer and enforce minimum requirements for contractors bidding and working on public works projects for compliance with prevailing wages, maintaining workers' compensation coverages, holding applicable licenses, verifying no delinquent unpaid or penalty assessments to any employee or enforcement agency, and confirming no federal or state debarments.

Consultants may also be subject to the District's Project Agreement. The full version of OUSD's latest Project Labor Agreement can be found at the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/local-hiring/2021-project-labor-agreement-pla>

FULL OPPORTUNITY

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

SCHEDULE OF ACTIVITIES

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

| DATE | ACTIVITY |
|-----------------------|---|
| March 5, 2025 | RFQ/P Issued. |
| March 12, 2025 | Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time) |
| March 19, 2025 | District will provide written responses to requests for clarification. |
| March 26, 2025 | Proposals Due by 2:00 p.m. (Pacific Time) |
| May 14, 2025 | Board Meeting – Approval of Contract |
| May 15, 2025 | Tentative Notice to Proceed issued to Consultant |

ESTIMATED PROJECT BUDGET: \$930,000

TENTATIVE PROJECT SCHEDULE: 5/15/2025 to 8/1/2026

REQUEST FOR QUALIFICATIONS AND PROPOSALS

The purpose of this RFQ/P is to solicit fee proposals from environmental consulting firms to provide environmental services for site investigation and development of a Cleanup Work Plan at The Center ("Project").

A. PROJECT DESCRIPTION

The Center is an OUSD facility located in West Oakland that provides environmental, food and garden programming on site for students, teachers and the community. The Center also houses the District's Nutrition Services Department and the District's Central Kitchen, where the daily production of food takes place to serve 34,000 students in preschool through high school.

The OUSD has received a Department of Toxic Substances Control (DTSC) Equitable Community Revitalization Grant (ECRG) to support investigation and cleanup planning for redevelopment of 1.4 acres of fallow land at The Center, where soil and groundwater contamination has been detected. This Project supports the development of a Cleanup Work Plan to facilitate establishment of an organic demonstration farm to serve OUSD's nutrition services, provide educational and internship opportunities for students and partners, and provide a community garden for local residents to be able to grow healthy

food and achieve food security. OUSD has entered into a Voluntary Remedial Action Agreement with Alameda County Environmental Health Department (ACEHD) to provide regulatory oversight of the investigation and development of a Cleanup Work Plan in accordance with the scope of work, schedule, and terms and conditions of the DTSC ECRG Agreement.

The Cleanup Work Plan will include feasibility level plans and cost estimates for the selected remedial alternatives which will form the basis for submittal of a DTSC ECRG application by OUSD to fund cleanup implementation as part of Round 3 of the ECRG.

The Project's reference documents can be found at the following link:

https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000021000

B. BACKGROUND

The Site is located in a mixed use neighborhood of West Oakland and is bounded by residential properties adjacent to the north, east, west, and south of the Site. There are four environmental cleanup cases located upgradient/cross gradient and within 200 feet of the site.

- EnviroStor Case No. 01720109 - Harris Dry Cleaner located at 2801 Martin Luther King Jr. Way. The former Harris Dry Cleaner, an active cleanup case under regulatory oversight by DTSC for the release of chlorinated volatile organic compounds (VOCs) associated with former dry-cleaning operations that have impacted groundwater, has a documented groundwater contaminant plume that has migrated towards the Center's property.
- Leaking Underground Storage Tank (LUST) Cleanup Case No. RO0000245 - Shell/Auto Tech West located at 2703 Martin Luther King Jr. Way. This case is an active case under the oversight of ACEHD for releases of petroleum from leaking underground fuel storage tanks. Three groundwater monitoring wells installed on the Center property were destroyed in 2024.
- Closed LUST Case No. RO0000659 - Calous Building located at 730 29th Street. This case was opened to investigate releases to soil and groundwater from two fuel USTs and three solvent USTs associated with a former laundry facility. The case was closed by ACEHD in 1997 and the site has been converted into a live-work apartment building.
- EnviroStor Case No. 01720100 - 1X New San Francisco Laundry located at 730 29th Street. This case is an active case under the oversight of DTSC under the Cleanup in Vulnerable Communities Initiative Discovery & Enforcement program.

OUSD has only operated educational facilities at the site, and therefore soil and groundwater contamination is likely attributed to various environmental factors, including aerial deposition and subsurface releases from industrial sites and freeways close-by. Between 2013 and 2021, several environmental investigations and remedial soil excavations have been performed at the Center without environmental agency oversight to characterize shallow soil for metals, pesticides and other potential chemicals of concern to facilitate site development activities at the Center and nutrients and soil classification to evaluate soil characteristics to support healthy plant growth. In May 2019 soil was excavated in portions of the site at depths from the surface to 1-2.5 feet below ground surface to remove California- and RCRA-hazardous soil containing lead and pesticides. OUSD has only operated educational facilities at the site, and therefore soil and groundwater contamination is likely attributed to various environmental factors,

including aerial deposition and subsurface releases from industrial sites and freeways close-by. ACEHD considers the analytical results as qualitative due to lack of regulatory oversight during sample collection, remedial soil excavation, and subsequent site development activities that involved grading in areas where PCOCs have been detected.

West Oakland is an air pollution-burdened community, and a remedial approach that avoids unnecessary truck trips is favored for this project. Remediation of contaminated soil through excavation, transportation and off-site disposal is expedient and often viewed as cost-effective, however, the goal of the cleanup at the Center will be to achieve cleanup goals via implementation of in-situ and/or destructive methods such as soil flushing, if feasible and without requiring excavation and land use restrictions. Phytoremediation techniques can be located in strategic areas on-Site where there is flooding or ponding during heavy rain with stormwater that may be impacted with PCOCs in soil, and at the property boundary where offsite impacts from the nearby environmental cleanup cases may need to be mitigated. However, if bench-scale testing results of in-situ remediation technologies are not favorable or are cost prohibitive, technology combinations including but not limited to remedial soil excavation, consolidation, and capping and/or other groundwater control measures such as barriers and cutoff walls, will be evaluated in the Cleanup Work Plan to protect future users/residents and consumers of the food produced from the farm/garden from exposure to potential contaminants remaining on site.

The ECRG includes tasks for community engagement. OUSD will continue to provide information about the site throughout the investigation process through public meetings and outreach, internships, field trips, and education. A focus group that has already been developed to gather input for The Center farm design will provide feedback on the overall design, remediation and clean-up implementation. OUSD will partner with a local organization experienced in disseminating this kind of information to neighborhood residents and the Consultant will be required to participate in this outreach effort. Local community-led newspapers and media outlets will help disperse information about remediation and planned reuse to nearby residents. Schools will continue to engage with the site through field trips, culinary classes, internships, workshops, and a greenhouse program. The site investigation and pilot mitigation in particular is being considered as an educational tool for high school student capstone projects.

C. BASIC SERVICES

The Consultant agrees to provide the Services described below:

1. The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.
2. The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance during future cleanup activities. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of the site investigation and preparation of the cleanup work plan. The Consultant shall track for District's benefit all such suggested and disclosed information.

- 3. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
- 5. Insurance (Mandatory Requirements).** Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:
- 5.1** A.M. Best financial strength rating (FSR) of A- or better.
 - 5.2** Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
 - 5.3** 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.
 - 5.4** 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.
 - 5.5** 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).
 - 5.6** All insurance will be in a form and with insurance companies acceptable to the District.
 - 5.7** Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

D. STATEMENT OF WORK:

The following list of activities represents the scope of work for investigation and development of a Cleanup Work Plan at the Center. The scope of work and budget summary budget for the work is incorporated into the OUSD's DTSC ECRG Application and Agreement which is located at the following link:

<https://drive.google.com/drive/folders/1cUZqrTSCMRc-HsY9wxGc5dSXJjrXqjmy>

Access will be granted upon request.

Task 1 - Conceptual Site Model

Prepare a CSM for the site incorporating existing information supplemented with additional information including but not limited to:

- Site history and site reconnaissance observations
- Existing site development plans, survey data, utility plans
- 100% Concept Plans for the Center's farm and community garden spaces, prepared by BASE Landscape Architecture
- Existing soil and groundwater chemical data, boring log and well construction information, and regional and local site hydrogeologic, hydrologic, and geologic information collected at the Site and nearby environmental cleanup cases
- Data from Phase I Environmental Site Assessment (ESA)-type records search

The CSM must include at a minimum the following:

- Figures presenting the above listed data utilizing base maps depicting the site configuration (existing and proposed) and surrounding land use presented in plan view and cross-sections.
- Comprehensive tables with soil and groundwater data screened against applicable risk based screening levels.
- Data quality evaluation of the existing analytical dataset for soil and groundwater.
- Identification and listing of specific data gaps that require further investigation during subsequent phases of work.

The Consultant will be responsible for meeting with ACEHD and OUSD prior to and after the development of the CSM to discuss the CSM and address comments in a revised document.

Task 2 - Data Gap Investigation Work Plan, Implementation & Reporting

Prepare a Data Gap Investigation Work Plan based on data gaps identified in the CSM. Meet with ACDEH and OUSD ahead of submittal of the Work Plan to discuss the CSM and the proposed approach to investigate the site.

The Data Gap Work Plan must include at a minimum:

- A soil sampling strategy based on an appropriate grid across the 1.4 acre site to evaluate potential chemicals of concern (PCOCs) within the construction/planting zone based on the 100% Concept Plans and risk associated with proposed sensitive land use. The sampling strategy must include collection of an adequate number of samples from each boring to characterize multiple depth horizons (e.g., 0-1, 2-3, and 4-5 feet below ground surface) and analysis of metals including hexavalent chromium, organochlorine pesticides (OCPs), volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH), semi-volatile organic compounds (SVOCs), and polycyclic aromatic hydrocarbons (PAHs).
- A groundwater sampling plan to evaluate groundwater concentrations of (PCOCs) and other parameters that may impact plant health including but not limited to pH and the depth/thickness of the capillary/plant root uptake zone. Groundwater at the site, specifically near the eastern property boundary, may be impacted by VOCs and TPH from the nearby Harris Dry Cleaner site, therefore the scope of work must include collection of groundwater samples and analysis for VOCs, TPH (gas, diesel, and Stoddard solvent fractions), and metals, at locations along the site perimeter.
- A preliminary screening of treatment technologies for soil and groundwater based on the CSM, a summary of research and interaction with vendors, and a scope of work to collect data to evaluate potentially viable technologies and assist in the

design of bench-scale or pilot testing work plans. The scope of work must include collection of additional samples of soil and groundwater for bench-scale testing of potentially viable treatment technologies, as well as agricultural parameter testing to evaluate potential ecological receptor/bioaccumulation concerns. The scope of work must consider at a minimum use of phytoremediation technology, if feasible, for groundwater hydraulic control of the upgradient chlorinated solvent plume, and in-situ destructive remedial technologies for soil such as soil flushing, if feasible, in order to reduce the reliance on excavation and off-site disposal of impacted material and enable in-ground plantings as opposed to raised beds.

- Pre-field activities include obtaining required permits, preparation of a site-specific health and safety plan, performing a private utility locate, calling in an Underground Service Alert ticket, and coordination with subcontractors such as the driller, laboratory, and surveyor.
- A survey to obtain coordinates for key site features and sampling locations, if previous survey data is not available for this purpose.

The Consultant will be responsible for meeting with ACEHD and OUSD prior to the development of the Data Gap Work Plan to discuss the scope of work, address comments on the Data Gap Work Plan in a revised Work Plan, implement the work, and prepare a Data Gap Investigation Report.

Task 3 - Bench-Scale Testing Work Plan, Implementation & Reporting

Prepare a Bench-Scale Testing Work Plan with a scope of work for vendors to evaluate remedial technologies for soil and groundwater remediation, that have been identified in the preliminary screening as potentially viable.

The Consultant will be responsible for meeting with ACEHD and OUSD to discuss the Data Gap Investigation Report and Bench Scale Work Plan, and address comments on the documents prior to implementing the bench-scale testing.

Task 4 - Cleanup Work Plan

Prepare a draft Cleanup Work Plan presenting a proposed plan to remediate and/or mitigate human health risks at the site from PCOCs identified in the soil and groundwater investigation. The draft Cleanup Work Plan must include at a minimum the following:

- Results of the bench scale testing
- An updated CSM based on the results of the investigation and bench-scale testing
- Cleanup goals (site-specific or other, as appropriate)
- Development of alternatives based on the updated CSM
- Feasibility level engineering designs, cost estimates and schedules for each alternative retained including but not limited to scopes of work and conceptual design for pilot tests and full scale implementation, monitoring infrastructure, operations, monitoring and reporting requirements, environmental controls and community protection measures, cost estimates (including costs for all subcontractors and permitting) based on communications with appropriate vendors and contractors, and schedule (including all permitting)
- Evaluation of the retained alternatives against the following criteria:
 - Overall protection of human health and the environment
 - Identification and compliance with applicable screening levels for human health protection and plant growth
 - Consistency with the Center's design plans

- Reduction of toxicity, mobility, or volume
- Short-term effectiveness
- Long-term effectiveness
- Implementability
- Minimizing environmental impacts to the community
- Capital and Long-term Operations, Maintenance and Monitoring Costs
- Institutional Controls Requirements
- Schedule
- Recommended alternative(s)

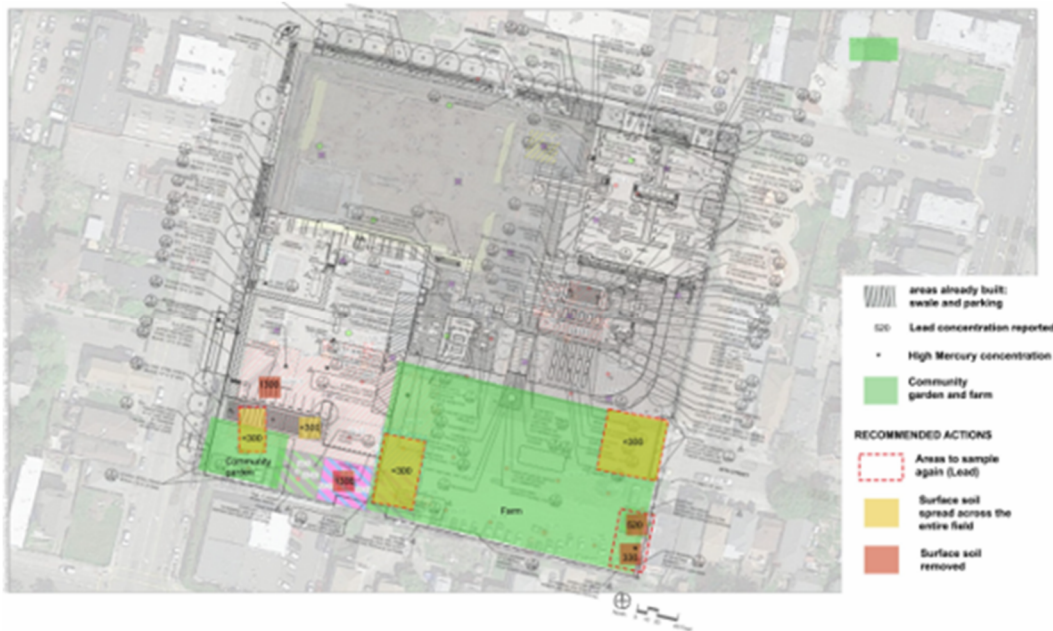
The Consultant will be responsible for meeting with ACEHD and OUSD prior to and after the development of the draft Cleanup Work Plan to discuss the alternatives, address comments in a revised document, participate in community meetings and respond to comments from stakeholders during the 30-day public comment period on the draft Cleanup Work Plan, and finalizing the Cleanup Work Plan.

The scope includes up to two bench-scale tests to evaluate the effectiveness of in-situ treatment technologies, such as soil flushing for lead contamination and phytoremediation for groundwater mitigation. Use the test results to finalize the Remedial Action Workplan.

Tasks include (but may not be limited to):

- Develop a conceptual site model to guide the investigation and remediation approach.
- Conduct an investigation and perform bench-scale testing for potential remediation methods.
- Conduct feasibility evaluation of remedial technologies for lead and other contaminants, and draft a remedial action workplan detailing the approach.
- Work with OUSD staff, Sustainability Service Corps Fellows and engagement consultants on an ongoing and continual basis to involve and educate OUSD high school students, teachers and the community about the investigation process and results.
- Sample lead concentrations again, especially on the community garden and farm areas. If lead concentrations are between 90 and 300 mg/kg, determine and recommend the best remediation strategy.
- For areas identified with high concentrations of Mercury and one of the areas with concentrations of lead higher than 300 mg/kg, determine and recommend the best remedial strategy.
- Understand the thresholds for Arsenic on-site and propose mitigation strategies.
- Test and assess the acidic pH of the soil and recommend the best remediation option to maintain an optimal pH range for plant growth.
- Test current drainage at the site (soil drainage percolation test) to evaluate current site conditions. Recommend solutions should poor drainage be an issue.
- There are 2 areas shown in the image (Figure 1) below with very high concentrations of Lead (1300 mg/kg) that should be retested (if possible). However one of these areas is already built and covered by asphalt (parking

zone).

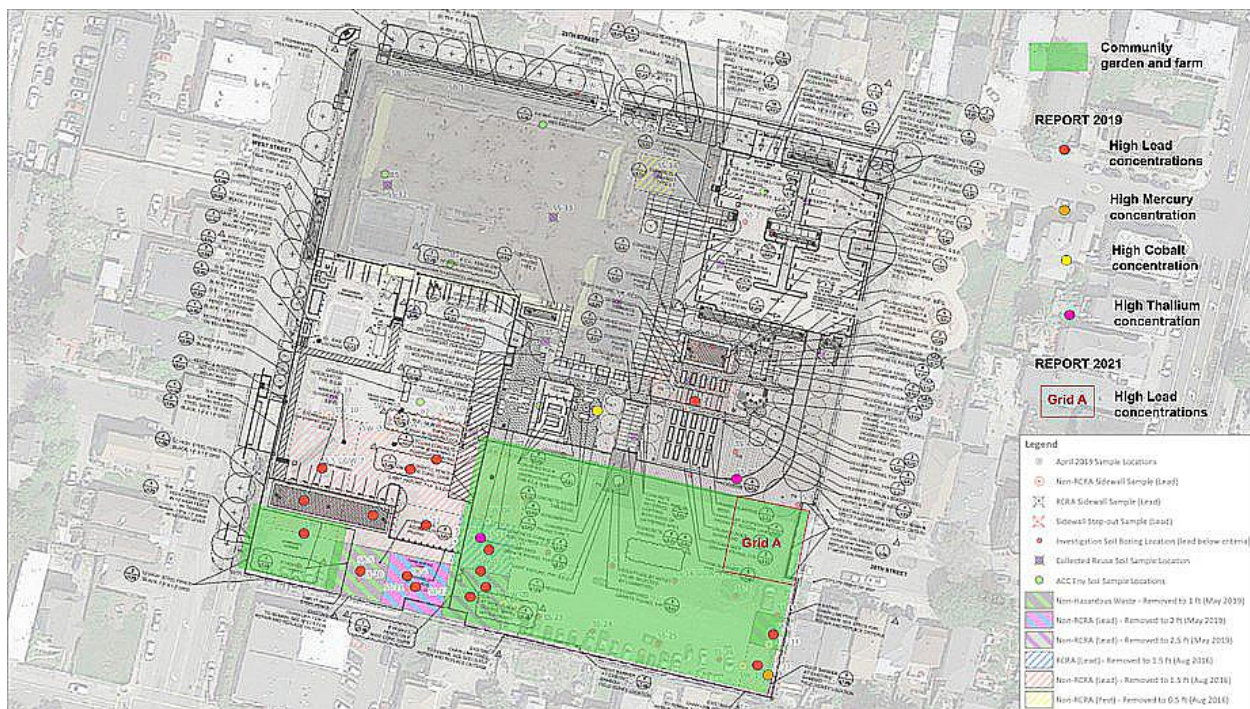


- Field investigation activities will include taking soil and groundwater sample collection to evaluate risks to site users and food production. The groundwater sampling and analysis will evaluate groundwater quality with respect to deep-rooted trees and phytoremediation possibilities.

All documents will be submitted to Alameda County Department of Environmental Health (ACDEH) for review and approval. Community engagement will include public meetings and outreach, internships, field trips, and education.

Environmental Site Issues

An unregulated soil investigation was completed in 2019 and in 2021. The details of the results from those investigations can be reviewed here, [Soil Reports Review](#). The image (Figure 2) below indicates where samples were taken and where high levels of lead, mercury, cobalt and thallium were present.



Additionally, the location of The Center is such that the soil has likely been impacted by adjacent and external entities. For greater clarity, please refer to the image (Figure 3) below and the [Phytoremediation Pollutants Research](#) document.

Local Sources of Toxic Emissions near The Center



E. PROTECTION OF THE WORK, THE OWNER'S PROPERTY AND THE PROPERTY OF OTHERS

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Contractor shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Contractor shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

F. CLEAN UP

The Consultant shall keep the site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The site shall be maintained in a neat and orderly condition. The Consultant shall continuously remove materials no longer required for the Work. Upon completion of the Work, the Consultant shall leave the site free from temporary fencing, waste material and rubbish.

G. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

H. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion

regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

I. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** Respondents to this RFP will represent a firm, company or team possessing experience and expertise in quality assurance plans, groundwater and soil sampling, remediation strategies and clean-up programs, community outreach, and the professional standards thereof, to undertake and successfully complete the scope of work as outlined in the RFQ/P. The Consultants team is required to have at least one California Licensed Professional Engineer (PE) and one California Licensed Professional Geologist (PG) assigned to the Project. A PE must stamp submitted engineering documents and reports.
- 1.3.** The District seeks to identify firms with a record of excellence in efficient planning and project delivery. The firms must have extensive experience related to educational facilities, and DSA policies and procedures.
- 1.4** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8-1/2" x 11" paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall cover Sections 2.1 thru 2.5 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

2. Content – Statement of Qualifications

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

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

If the respondent has any questions including questions about the form of

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

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

2.2 Firm Information

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

- 2.2.1** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 2.2.2** Qualified Staff Resumes and Availability: Describe staffing capacity and resources to perform the scope of work. Provide an overarching organizational chart showing Proposer and any subcontractor(s) working on the Project. Provide an organizational chart and resumes for the Consultants staff with clear levels of authority and oversight including the principal in charge, project manager, PE and PG with responsible charge for Project along with the roles of other significant Project participants. Provide the background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work.

Provide a description of the Consultants quality assurance methods.

Provide a description of Consultants experience with engineering plans and specification and cost estimates

- 2.2.3** Describe firm's approach and how it will work with District administration officials, community partners and district facilities staff.

- 2.2.4** Project Schedule: Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays. The tentative schedule for this Project is provided below:

May 1, 2025 - Notice to Proceed

Task 1 - Conceptual Site Model (May 1, 2025 to July 31, 2025)

Task 2 - Data Gap Investigation Work Plan, Implementation, and Reporting (August 1, 2025 to December 31, 2025)

Task 3 - Bench Scale Testing Work Plan, Implementation, and Reporting (December 1, 2025 to February 28, 2026)

Task 4 - Cleanup Work Plan (March 1, 2026 to July 31, 2026)

August 1, 2026 - Project Completion

- 2.2.5** Past Performance and Record of Successful Completion of Work: List up to five (5) brownfield projects that included site investigation, bench

scale and/or pilot testing of in-situ or destructive remedial technologies, feasibility studies and cleanup plans, implementation of remedial technologies including phytoremediation or other technologies for hydraulic control of groundwater contaminant plumes, soil flushing or other in-situ remedial technologies for treating metal impacted soil, and/or related technical support services completed within the past five (5) years in California. Please include the following information for each project:

- 2.2.5.1** Name of project and district,
- 2.2.5.2** Name of lead environmental regulatory oversight agency
- 2.2.5.3** Scope of project, description of services provided, and any special consultations or permits that were needed.
- 2.2.5.4** Project period and cost
- 2.2.5.5** Contact person, email address and telephone number at district,
- 2.2.5.6** Firm person in charge of each project.

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

2.6 Cost Proposal and Professional Fees

Firms shall provide a detailed fee proposal. Information requested is required to support the reasonableness of your quotation. Cost must have a detailed breakdown showing how the costs were determined and must include a proposed cost/budget for each Task in the Section D, Statement of Work.

2.6.1 Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- Proposed Fee
- Contingency of 10% of Proposed Fee
- Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

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

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

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

J. DISTRICT'S EVALUATION / SELECTION PROCESS

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

K. FINAL DETERMINATION AND AWARD

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.
2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.
3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual. All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

END OF RFQ/P

EXHIBIT A

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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 _____ (“Consultant” and together with District, the “Parties”).

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the “Basic Services”): For the _____ project (“Project”), _____ (as further described in **Exhibit A - Attachment A** to this Agreement). Consultant 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. Consultant 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 Consultant 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. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents or volunteers (the “Consultant 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. Consultant and any Consultant 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 Consultant 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 Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, 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 Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant 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 Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Consultant based on the hourly rates listed in **Exhibit A - Attachment B** for Services satisfactorily performed. Consultant shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Consultant 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. Consultant 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. Consultant 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 Consultant based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Consultant shall not submit its invoices to District more frequently than monthly. Consultant 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.** In addition to the above fees, the District shall reimburse Consultant for Reimbursable Expenses (defined below). Consultant's total reimbursement for Reimbursable Expenses shall not exceed _____ dollars (\$_____), which is Consultant's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Consultant in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Consultant's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Consultant's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Consultant's wrongful acts or omissions.

6. **Indemnity.** Consultant 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 Consultant, the Consultant Parties or their respective agents, subcontractors, sub-consultants, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' use of the site, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant 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 Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Consultant 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 Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant 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 Consultant's liability, or indemnification obligations set forth in Section 6 above, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 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 with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Neither Consultant nor any of the Consultant 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 Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant 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 Consultant 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 Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Consultant 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 Consultant and the Consultant Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant 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, Consultant shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see **Exhibit B**).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant 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. **Not Used.**

13. **Confidential Information.** All District information disclosed to Consultant 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. Consultant 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. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant 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.** Consultant 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 Consultant 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. Consultant 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. Consultant 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.** Consultant 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, subcontractors and sub-consultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant 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 Consultant 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. Consultant 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 Consultant's files for a period of no less than fifteen (15) years. Consultant 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 Consultant shall require any and all subcontractors and sub-consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or sub-consultants that they provided to Consultant 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. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its subcontractors, or its sub-consultants 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, Consultant 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, Consultant 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 Consultant 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 A - Attachment C** 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 Consultant on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Consultant warrants that neither Consultant nor any of its employees, agents, subcontractors or sub-consultants 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 Consultant written notice to proceed with the Services. Such notice may authorize Consultant 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, Consultant shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** If Consultant qualifies for a tax withholding, Consultant shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

* * * * *

DISTRICT:

CONSULTANT:

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for District Notices:

Address for Consultant Notices:

Approved As To Form:

OUSD Facilities Legal Counsel

Date

EXHIBIT A – ATTACHMENT A

Scope of Services

SPECIMEN

EXHIBIT A – ATTACHMENT B

Hourly Rates

SPECIMEN

EXHIBIT A – ATTACHMENT C

Designation of Key Personnel

SPECIMEN

EXHIBIT B

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT **FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS** (Education Code Section 45125.1)

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

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

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: _____

Name: _____

Signature: _____

Title: _____

EXHIBIT B - 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 B - ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

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

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

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

Date: _____, 20__ Signature: _____
Typed Name: _____
Title: _____
Entity: _____