Request for Proposal (RFP) 21-113GC

THIRD PARTY PROPERTY AND CLAIMS ADMINISTRATOR
OFFICE OF THE GENERAL COUNSEL

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 434-4337

Proposals Due:
February 18, 2022, at 2:00 PM

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.
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Submission Deadline & Process:

Bids must be received prior to **February 18, 2022 at 2:00pm**

**Provider to submit:**

(1) Hardcopy Proposal
(1) USB - Electronic RFP version

Proposal shall be clearly marked: “**Response to RFP No. 21-113GC**”
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**
**OFFICE OF THE GENERAL COUNSEL**
**RE: THIRD PARTY PROPERTY AND LIABILITY CLAIMS ADMINISTRATOR**

**Attention:** PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from Oakland Unified School District, Procurement Department’s website [https://www.ousd.org/procurement](https://www.ousd.org/procurement), if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.
RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posting/First Advertisement</td>
<td>January 7, 2022</td>
</tr>
<tr>
<td>Pre-Bid Conference:</td>
<td>January 21, 2022 @ 1:00 p.m. (Zoom link on Procurement Website)</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>January 26, 2022 @ 2:00 p.m.</td>
</tr>
<tr>
<td>Responses Due</td>
<td>February 4, 2022</td>
</tr>
<tr>
<td><strong>Proposal/Bid Submitted to District:</strong></td>
<td><strong>February 18, 2022 @ 2:00 p.m.</strong></td>
</tr>
<tr>
<td>Proposal/Bid Opening:</td>
<td>February 25, 2022 @ 10:00 a.m. (Zoom link on Procurement Website)</td>
</tr>
<tr>
<td>Potential Interviews (If Necessary):</td>
<td>March 25-28, 2022</td>
</tr>
<tr>
<td>Final Award of RFP (BOE):</td>
<td>May __, 2022</td>
</tr>
<tr>
<td>Contract Start Date:</td>
<td>July 1, 2022</td>
</tr>
</tbody>
</table>

**OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.**

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

**Rosaura M. Altamirano**
Senior Manager, Supply Chain & Logistics  
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.
GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District’s boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative education and other programs as well. The District serves approximately 36,886 students.

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 RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

PROJECT BACKGROUND AND OBJECTIVES

The District seeks to contract with an experienced company (Third Party Administrator (“TPA”)) to provide property and liability claims adjusting services. The District’s goal is to contract with a TPA that is responsive to the District’s needs and is goal oriented, dedicated to high standards of administration, and capable of developing a cost effective and proactive liability administration program. The information contained in this Request for Proposal (“RFP”) outlines the requested services; submittal instructions; the materials to be included; and mandatory requirements which must be met to be eligible for consideration.

The District intends to award a two (2) year contract with an option to extend for up to 2 additional years. At the end of the term, the District may issue a new RFP. The contract will begin on July 1, 2022, with the selected TPA required to commit to the District no later than April 1, 2022 to work with the District and its current TPA to allow for transfer of files, development of claims management information system, building electronic interface with the District’s Legal and Risk Management departments, and testing and set-up.

The District’s current TPA is Cannon Cochran Management Services, Inc. (“CCMSI”),
which has served in that capacity since approximately May 2015. CCMSI has historically assigned the District two (2) to three (3) adjusters who primarily handle the adjusting services. CCMSI works closely with and reports to the General Counsel’s office regarding liability claims, and works closely with and reports to the Risk Management office regarding property damage claims. The District handled adjusting property and liability claims in-house for many years prior to contracting with CCMSI.

The TPA would work closely with the District’s General Counsel and Risk Management Departments. The TPA would serve as a central component of an integrated, multi-disciplinary, property and liability claims program in a manner intended to minimize duplication and staff/resource impacts, and to maximize program flexibility.

As explained in more detail below, the TPA would be responsible for tracking and investigating incidents, complaints, responding to claims, as well as providing guidance and recommendations as to strategies for reducing costs. In addition, the TPA would, as requested or necessary, provide litigation support, as feasible, including investigative services, coordination with any assigned outside defense counsel, and handling small claims actions. The TPA would be expected (as necessary and/or requested) to attend District-related settlement and mediation conferences and hearings on cases and to provide direction and/or recommendations based upon past claims and litigation ADR experience.

The following table shows a five-year history of the following incident and claims-related activity for the District:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Liability Incidents Referred to TPA by OUSD</th>
<th>Liability Claims Filed Against OUSD</th>
<th>OUSD Liability Claims Reported to JPA</th>
<th>Property Claims Filed Against OUSD</th>
<th>Property Claims Reported to JPA</th>
<th>Employee Reimbursement Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>193</td>
<td>133</td>
<td>79</td>
<td>41</td>
<td>27</td>
<td>19</td>
</tr>
<tr>
<td>2017-2018</td>
<td>179</td>
<td>126</td>
<td>8</td>
<td>29</td>
<td>1</td>
<td>24</td>
</tr>
<tr>
<td>2018-2019</td>
<td>274</td>
<td>178</td>
<td>3</td>
<td>23</td>
<td>0</td>
<td>27</td>
</tr>
<tr>
<td>2019-2020</td>
<td>173</td>
<td>131</td>
<td>2</td>
<td>7</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>2020-2021</td>
<td>118</td>
<td>69</td>
<td>0</td>
<td>9</td>
<td>1</td>
<td>10</td>
</tr>
</tbody>
</table>

The District will provide additional data to any TPA who requests it, as such data is available. An interested TPA's request for the data should be directed to Rebecca Littlejohn at rebecca.littlejohn@ousd.org. An interested TPA must allow for up to three (3) business days for the data to be provided.
SCOPE OF WORK

Note: The scope of work set forth below will be attached as an Exhibit to any final contract.

A. The TPA shall investigate, evaluate, process, manage and resolve all property and liability claims and potential claims for money damages or losses against OUSD, its officers, agents, or employees.

1. In all dealings with OUSD, TPA staff shall demonstrate responsiveness, reliability, flexibility, strong teamwork and cooperation, respect, initiative, organization, and receptiveness to feedback, a high degree of accuracy and knowledge of applicable industry and legal standards.

B. Uniform Complaints and Incident Reports

1. The TPA shall record and track all uniform complaints and incident reports reported via ousdincidents@ccmsi.com.

   a. The TPA shall code uniform complaints and incident reports involving (i) bullying, (ii) restraints and seclusion, and (iii) sexual assault and molestation, in a manner that allows it to generate reports of such complaints and incident reports upon request by OUSD.

2. Within two (2) business days of receipt of uniform complaint or incident report that requires immediate reporting to OUSD’s Northern California ReLiEF excess carrier, pursuant to the Memorandum of Coverage between OUSD and that provider (“NCR MOC”), the TPA shall notify OUSD’s General Counsel Designee(s) and Risk Management Officer of the uniform complaint or incident report using an agreed upon method designed to ensure their attention thereto.

   a. The TPA shall also notify the excess carrier or its administrator on behalf of OUSD in accordance with the specific requirements of the excess carrier and its administrator.

3. Within two (2) business days of receipt of incident report regarding workers’ compensation, the TPA shall notify the agreed-upon designee of the workers’ compensation TPA and copy the Risk Management Office designee.

4. The TPA shall investigate uniform complaints and incident reports upon request by OUSD.

C. Government Tort Claims Management

1. The TPA shall provide comprehensive claims management and administration, including existing open claims. This will include investigation, case management, written responses, defense counsel payments and management and settlement/negotiations. The TPA shall manage all claims
to their final conclusion. CCSMI agrees that OUSD’s General Counsel Designee(s) has exclusive decision-making authority regarding the selection of all counsel/attorneys who may be retained to assist or work with the TPA on an OUSD claim or matter.

2. General Timeline for Claims Handling

   a. The TPA shall within two (2) business days of receipt of a new claim, enter the claim information into its claims management information system.

   b. Within two (2) business days of receipt of a Government Code claim that requires immediate reporting to OUSD’s Northern California ReLiEF excess carrier, pursuant to the NCR MOC, the TPA shall notify OUSD’s General Counsel Designee(s) and Risk Management Officer of the claim using an agreed upon method designed to ensure their attention thereto.

      i. The TPA further agrees to notify the excess carrier or its administrator on behalf of OUSD in accordance with the specific requirements of the excess carrier and its administrator.

   c. The TPA shall also begin the file review and initial investigation within four (4) business days of receipt of the claim.

   d. For claims that could be considered either insufficient or untimely, the TPA shall send OUSD’s General Counsel Designee(s) and Risk Management Officer within ten (10) business days of claim filing a written claim analysis report including, but not limited to, recommendations for action (i.e., notice of insufficiency or return as untimely). OUSD’s General Counsel Designee(s) and/or Risk Management Officer will respond to recommendation for action within three (3) business days.

   e. For all other claims, the TPA shall send OUSD’s General Counsel Designee(s) and Risk Management Officer within twenty (20) business days of claim filing a written claim analysis report including, but not limited to, 1) fact analysis, 2) liability assessment, 3) possible defenses, 4) damage assessment, 5) loss reserve analysis, and 6) recommendations for action (including settlement, rejection, tender, and/or defense). OUSD’s General Counsel Designee(s) and/or Risk Management Officer will respond to recommendation for action within three (3) business days.

   f. The TPA shall send OUSD’s General Counsel Designee(s) copies of all documents related to claim response at least five (5) business days prior to issuance, to allow OUSD’s General Counsel Designee(s) an opportunity to review and provide feedback.

3. Settlement of Claims

   a. The TPA shall contact OUSD’s Designee(s) in the Office of the General Counsel) and Risk Management Officer, respectively, with its settlement recommendation and obtain from OUSD approval to negotiate and resolve
any claim, except where OUSD’s liability cannot reasonably be disputed, and the settlement amount is less than $500, in which case the TPA has approval to settle without prior approval from OUSD. The TPA shall notify OUSD’s General Counsel Designee(s) and Risk Management Officer of such settlements within two (2) business days of settlement.

b. The TPA shall settle all aspects of a claim as one “global” settlement, unless authorized differently by OUSD’s General Counsel Designee(s).

c. The TPA agrees that settlements of more than fifty thousand dollars ($50,000) must be approved by OUSD’s Board of Education. Upon request by OUSD, the TPA shall prepare settlement agreements and draft Board memoranda for OUSD Board approval on claims the TPA is handling.

d. The TPA shall coordinate Medicare and Medicaid set aside agreements in compliance with all applicable laws and reporting requirements, including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act (“MMSEA”).

e. The TPA shall, upon appropriate approval by OUSD, initiate settlement payments through a District-owned checking account established specifically for that purpose. A monthly reconciliation statement and check register for all payments made from the account must be provided by the TPA to OUSD’s Risk Management Officer. The TPA shall demonstrate appropriate controls are in place to monitor all financial transactions and protect the integrity of the account.

f. OUSD agrees to provide advance funding for any settlement over fifty thousand dollars ($50,000).

4. The TPA shall keep OUSD’s General Counsel Designee(s) and Risk Management Officer, respectively, fully informed of all significant developments in assigned matters.

5. The TPA shall establish and maintain liability and expense reserves on each claim which fairly and adequately reflect OUSD’s exposure according to standard industry practices.

6. The TPA shall report to OUSD any assigned claims determined to present a potential conflict of interest. The TPA shall not represent OUSD where a conflict may exist, without an express written and executed waiver from OUSD.

7. The TPA shall acknowledge existing claimants by letter and notify them of newly assigned adjuster and contact information within thirty (30) days of start of contract.
8. The TPA shall obtain the claims files from the District’s current TPA, as necessary and prioritize assessing existing claims for upcoming deadlines to enable timely response without waiver of defenses. At the end of the contract term, the TPA will immediately transfer all files to any new TPA or the District, as directed.

9. The TPA shall coordinate, consult, and fully cooperate with District personnel in the administration of all claims assigned to the TPA. The TPA shall cooperate with OUSD in-house and outside attorneys to resolve claims and subsequent litigation.

D. Lawsuits

1. The TPA shall provide comprehensive litigation management and administration. This will include case management, written responses, defense counsel payments and management and settlement/negotiations. The TPA shall manage all lawsuits to their final conclusion, in accordance with the requirements of the NCR MOC and litigation best practices. CCSMI agrees that OUSD’s General Counsel Designee(s) has exclusive decision-making authority regarding the selection of all counsel/attorneys who may be retained to assist or work with the TPA on an OUSD claim or matter.

2. Where OUSD is served with a lawsuit or otherwise discovers the filing of a lawsuit against it, within three (3) business days of this discovery, OUSD will notify the TPA, which will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file. Where the TPA discovers the filing of a lawsuit against OUSD, within three (3) business days of this discovery, the TPA will notify OUSD and will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file.

3. Where OUSD determines that a lawsuit should be assigned to outside counsel, OUSD and the TPA agree to the following process:
   a. OUSD team identifies the outside counsel to which it wishes to assign the lawsuit, and informs the TPA of this identification;
   b. If outside counsel accepts assignment, the TPA sends an assignment letter and all documents maintained and/or collected related to the matter, including file notes;
   c. The TPA notifies insurer of the defense assignment as required under the MOC.

E. Tender

1. Within five (5) business days of receipt of a uniform complaint or incident report indicating potential liability of a third party, the TPA will make reasonable efforts to obtain the agreement between OUSD and that third
party (to the extent such an agreement exists), will review the indemnification or similar provisions of that agreement, and will notify the third party of the incident and of OUSD's intent to formally tender if a Government Code claim or lawsuit is filed.

2. Within five (5) business days of receipt of a Government Code claim or lawsuit indicating potential liability of a third party, the TPA will make reasonable efforts to obtain the agreement between OUSD and that third party (to the extent such an agreement exists), will review the indemnification or similar provisions of that agreement, and will provide a recommendation regarding tender to OUSD’s General Counsel Designee(s) and Risk Management Officer. OUSD's General Counsel Designee(s) and Risk Management Officer will respond to said recommendation within two (2) business days. If it is determined that claim or lawsuit should be tendered, the TPA will notify the third party of tender.

F. First-Party Property Losses

1. The TPA shall provide comprehensive claims management and administration of OUSD’s first-party property losses within the applicable SIR/MRL, to include investigation, documentation, and valuation of such losses for purposes of establishing appropriate internal reimbursement amounts between OUSD’s self-insurance fund and the individual departments sustaining such loss. For any property losses which exceed the applicable MRL, the TPA shall work with OUSD staff on obtaining appropriate loss reimbursement from the excess carrier, which may include reconciliation of loss payment and / or reimbursement request.

2. The TPA shall manage these purely internal property claims to their final conclusion, including potential subrogation recoveries from responsible third parties or eligible reimbursement from excess carrier.

G. Employee Reimbursement Program

1. As OUSD has established a limited program of non-tort reimbursement for certain, qualifying losses of property belonging to District employees, the TPA shall provide comprehensive claims management and administration of employee property reimbursement claims, including investigation and valuation of such losses and communications and response to claimants.

2. Where the TPA discovers that an employee has erroneously submitted an employee property reimbursement claim through a procedure other than that specified in the preceding paragraph, the TPA will, within two (2) days of receipt of the erroneous claim, notify the employee of the need to properly submit an employee property reimbursement claim, and the TPA will thereafter timely reject the improperly submitted claim.

H. Subrogation
1. The TPA shall identify potential sources of subrogation recovery in all of the claims it handles for OUSD.

2. The TPA shall provide OUSD with an analysis and recommendation regarding the amount and likelihood of recovery in every potential subrogation it identifies.

I. Data Management

1. The TPA shall enter into and maintain all open claims and new claims, as well as closed claim data in an OUSD-approved electronic claims management information system.

2. In collaboration with OUSD, the TPA shall create and maintain a “site” and “department” coding system which will allow for analysis of loss data in relation to those elements.

3. The TPA shall create and maintain a review system to ensure accurate data will be entered into the claims management system. All claims must be reviewed on a periodic basis, as determined by OUSD. The review system must include a check on all the financial documentation entered into the claims management system to ensure the financial integrity of the system. In addition, the review system must include, but is not limited to, appropriate claims handling and reserving procedures, and timely file closures.

4. The TPA shall use electronic notes in the claims management information system to record activity which shall be updated with new developments. All significant documents (e.g., e-mail updates, status updates from counsel, investigative documents) will be saved/scanned into the database by the TPA.

5. The TPA shall provide training, support and access to OUSD’s Legal and Risk Management Department staff of the claims management information system so that they may search for claim information and data, as required.

6. The TPA agrees that it is responsible for the protection of the confidentiality, availability, privacy and integrity of OUSD’s information in the TPA’s custody. The TPA has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The TPA agrees that the Information Security Policy applies to all TPA personnel, including temporary employees, independent contractors and vendors with access to TPA systems.

7. The TPA shall use technological platforms currently in use by OUSD, such as Google Documents, Google Sheets, and Zoom.

J. Reporting and Audits

1. The TPA agrees that it will review on a quarterly basis selected OUSD matters with OUSD’s General Counsel Designee(s) and Risk Management
Officer, respectively, and/or other designated OUSD officials to discuss the status of ongoing matters and to make case strategy recommendations.

2. The TPA shall provide the following reports on a monthly basis – (a) a detailed listing of all open matters (segregated by uniform complaints/incident reports, Government Code claims, and lawsuits) broken down by type of matter, location, date of incident, line of coverage, and such other fields as may be reasonably requested by OUSD; (b) a summary of all claims broken down by location, policy year and line of coverage; (c) a check register listing all checks issued during a reporting period; (d) all payments to outside counsel from the beginning of each fiscal year; and (e) any reports mutually agreed between The TPA and OUSD.

3. The TPA shall provide monthly statistical reports on claims (i.e., open claims, closed claims, and financial reports) on all fees and costs paid on liability claims in a form acceptable to OUSD’s General Counsel Designee(s) and Risk Management Officer, respectively. Standard, custom and ad-hoc reports shall be furnished to OUSD at no additional cost. Reports identified by OUSD shall automatically be generated at the intervals and distributed to the identified parties, as specified by OUSD.

4. The TPA shall comply with all reporting requirements of OUSD’s excess carrier administrator. Requirements include notifying, on a timely basis, OUSD and OUSD’s excess carrier administrator of any claims that may exceed OUSD’s self-insured retention and/or that meet the reporting requirements of the excess insurer. The TPA agrees that such notification shall be by email to OUSD and the insurer and a first report notice shall be submitted to the excess carrier administrator with a copy to OUSD’s General Counsel Designee(s) and Risk Management Officer, respectively. All subsequent TPA communications to excess carrier shall be copied to OUSD’s General Counsel Designee(s) and Risk Management Officer.

5. The TPA shall proactively manage OUSD’s claims, identify loss trends, and suggest steps that might be taken to mitigate future claims.

6. The TPA agrees, upon request, to cooperate, assist, and meet with auditors and actuaries reviewing OUSD’s and the TPA’s system and records. The TPA will provide documents to auditors and actuaries upon request. To ensure a high quality work product, the TPA also agrees, upon request, to cooperate, assist and meet with OUSD’s General Counsel Designee(s) on TPA audits conducted by OUSD’s Office of the General Counsel, Risk Management Department or Excess Carrier administrator.

7. The TPA agrees that OUSD will periodically audit OUSD’s claims, to include but not be limited to, the settlement fund and claim file data. The audit will include, but not necessarily be limited to, the TPA’s compliance with established procedures and controls; prompt, thorough, well documented
claims investigations; adjusting expertise consistent with industry standards; settlement; file documentation; and reserves management.

K. The TPA’s Retention of Support Services

1. OUSD’s Risk Management Officer must pre-approve expenditures for support services which exceed $500 (Five Hundred Dollars) for a specific service per claim. In selecting support services such as copy services, investigators, experts/consultants and similar providers for handling claims, the TPA shall with OUSD’s local business policy. Specifically, in order to provide economic opportunity for Oakland residents and businesses, and stimulate economic development in Oakland, OUSD has implemented a Local, Small Local and Small Local Resident Business Enterprise Program. This is defined in OUSD Administrative Regulation 7115, which includes all details on that program.

L. Closed Files

1. Matters shall be deemed “closed” as follows:
   a. A uniform complaint or incident report is deemed “closed” when the deadline for filing a Government Code claim has expired, and no such claim has been filed, or when the matter is resolved by settlement.
   b. A Government Code claim shall be deemed “closed” when the deadline for filing a lawsuit has expired, and no such lawsuit has been filed, or when the matter is resolved by settlement.
   c. A lawsuit shall be deemed “closed” when the lawsuit is dismissed, the deadline for filing an appeal has expired, and no such appeal has been filed.

2. The TPA shall maintain all closed claim files on behalf of OUSD for a period of fifteen (15) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. The TPA agrees that any closed file can be retrieved within 24 hours of The TPA receiving a request from OUSD. The TPA agrees that closed claims related to sexual abuse/molestation of a minor shall be maintained indefinitely by The TPA and shall be subject to the 24 hour provision requirement set forth above.

M. Additional Terms

1. The TPA shall use the standard/form templates approved by OUSD in managing uniform complaints, incident reports, Government Code claims, and lawsuits, to the extent such approved standard/form templates exist.

2. The TPA agrees that it is the adjustor of record and shall track data using OUSD, as well as excess carrier/excess carrier administrator, and/or industry standard loss and payment codes. The TPA shall maintain confidentiality of OUSD claims information.
3. On occasion, OUSD requires special services be provided. Should there be a need for such services, the TPA and OUSD agree to negotiate the cost for said services. Said costs will be independent of the annual agreement fee and shall be paid as an allocated claim expense.

4. The TPA agrees that OUSD reserves the right to discuss modifications and additions to the agreed-upon services throughout the term of this Agreement. Should additional services become desirable, OUSD and the TPA shall negotiate the terms of such desired services, as appropriate. If the TPA is unable to provide the desired services in a manner acceptable to OUSD, OUSD may identify an alternate service provider and obtain the services in a manner agreeable to all involved parties.

**TPA REQUIREMENTS**

**TPA Minimum Qualifications**

1. A minimum of five (5) years of experience administering claims as a TPA for a California school district, California public agency, and/or a public entity that has claims of a similar number and nature.

2. The assigned claims supervisors and adjusters must have extensive experience in investigating and administering public agency claims, including knowledge of applicable California Government Code sections on claims and immunities.

3. The TPA represents that it has the qualifications and skills necessary to perform the services under the contract in a competent and professional manner without the advice or direction of the District. The TPA's services will be performed in accordance with the generally accepted principles and practices applicable to the TPA's trade or profession. The TPA warrants that the TPA, and the TPA's employees, sub-TPAs, and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the TPA's performance of the Services. All Services provided pursuant to the contract shall comply with all applicable laws and regulations and District policies. The TPA will promptly advise the District of any change in the applicable laws, regulations, or other conditions that may affect the District's program. Failure to perform all of the services required under the contract will constitute a material breach of the contract and may be cause for termination of the contract.

4. TPA staff have the ability, in all dealings with the District, to demonstrate responsiveness, reliability, flexibility, strong teamwork and cooperation, respect, initiative, organization, and receptiveness to feedback, a high degree of accuracy and knowledge of applicable industry and legal standards.
Insurance Requirements

1. The TPA will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the TPA’s insurance policies, if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award. The District requires the TPA to maintain the following insurance, at minimum:

   a. The TPA shall procure and maintain at all times during the performance of such work, Workers’ Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers’ Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

   b. The TPA shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars ($1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured, and TPA shall be required to provide OUSD proof of OUSD as an additional insured. Endorsement of OUSD as an additional insured shall not affect OUSD’s rights to any claim, demand, suit or judgment made, brought or recovered against the TPA. The policy shall protect the TPA and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer’s liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

   c. The TPA shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of at least One Million Dollars ($1,000,000) per claim.

Non-Discrimination

It is the policy of the District that in connection with all work performed under contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or any other protected class. Therefore, the TPA agrees to comply with all applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act (beginning with Government Code Section 12900); Labor Code Section 1735; and District policy. In addition, the TPA agrees to require like compliance by all its subcontractor(s). The TPA 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, or any other protected class.
RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the Procurement Department no later than February 18, 2022 by 2:00 p.m.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94607 between the hours of 9:00am - 2:00pm. All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send one (1) original, (1) electronic copy on a USB flash drive, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP 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 Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a certified Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: https://www.ousd.org/procurement. Contractors are responsible for checking this website for information and changes to this RFP.
PROPOSAL EVALUATIONS AND SCORING

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

REQUIRED PROPOSAL ELEMENTS AND SCORING CRITERIA

A. Format of Proposal

TPAs submitting a proposal to perform the services must follow the format prescribed below, including:

1. Ability to Execute Scope of Work
2. TPA Information and History
3. TPA Claims Unit Assigned to the Contract
4. TPA’s Management Information System
5. Proposed Cost of Services
6. References
7. Exhibit A-J

1. Ability to Execute Scope of Work

This information must include specific activities/deliverables to be performed by the TPA and expectations of the District's role for the specific activity/deliverable. The proposal should, at a minimum, explain how the TPA will address each of the activities outlined under SCOPE OF WORK section above. If the TPA believes additional activities should
be included as part of the negotiation process, these additional activities shall be included in the proposal as well and clearly indicated as such by the TPA.

The proposal must include a description of the TPA's experience and knowledge of applicable services, applications, hardware, laws and regulations, customer service standards, needs assessment, etc. The proposal must also indicate the prior experience of the TPA in accomplishing work similar to that set forth in the SCOPE OF WORK section above.

The proposal should address the following:

- Provide a detailed strategy to reduce the amount paid out.
- Provide a detailed transition plan which will ensure the continuance of uninterrupted services to the District and its claimants/litigants. Include in this plan the name/title of the primary and alternate contact person(s), transition timeline, necessary resources for efficient transition and transition costs, if any.
- Describe in detail the TPA's management system and staff experience with converting claim and financial records data from former TPAs to your proposed system. Provide the client's company name, type of system converted from, contact name and phone number, and detail whether or not you have ever converted claim and financial records data from the District’s current TPA provider.
- Describe in detail the TPA's plan for ensuring the District is in full compliance with its obligations under the MMSEA Set Aside requirements.
- Describe in detail the TPA's experience with reporting and interacting with excess liability insurers to ensure the District remains in full compliance with reporting requirements, and detail whether or not you have worked with the District’s JPA, Northern California ReLiEF.
- List and describe the features that distinguish the TPA from other third party administrators.

2. TPA Information and History

Provide a brief background of your TPA information including, at a minimum:

- Name of incorporation, year founded
- Headquarters and satellite locations
- Number of employees currently employed
- Current strategic alliances

Give a brief history of the TPA since inception, including:
• A list of principals
• An organizational chart
• Size and location(s) of the TPA, including numbers of employees at each location.
• A description of the types of services provided by the TPA and the number of years provided, and
• The contact person(s) for this RFP process.

Discuss any major changes in the TPA's structure or ownership over the past three (3) years. Discuss anticipated changes in the TPA's structure or ownership in the next three (3) years.

Discuss the TPA's affiliation, if any, with a parent firm.

Describe the TPA's mission and goals as relates to corporate growth, customer service, quality assurance/quality control management and affirmative action standards.

Describe the number and types of clients the TPA currently provides TPA services to and has provided services to for each year over the last 7 years. Please list at least two (2) public agency clients with 1,000 or more employees, the number of years served, and a general description of the services provided. Provide contact name, phone number, address, and email address for each.

Provide information regarding any contracts which have been terminated within the past 7 years with an explanation of the termination.

Provide information regarding whether TPA or any principals have been involved in litigation or arbitration involving your TPA services for any public entity within the past 5 years, with an explanation of the circumstances.

Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment within the past 7 years, with an explanation of the circumstances.

Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in any disciplinary action and/or investigation conducted by any local, state, or federal agency within the past 7 years, with an explanation of the circumstances.

Please provide information that will enable us to evaluate your company's financial stability, growth history, and support capabilities. We require that you include the following: (1) Most recent audited financial statements; (2) Ownership of your company; (3) Number of years in business.
3. TPA Claims Unit Assigned to the Contract

State the number of claims adjusters that will be assigned to the District under an anticipated contract and include resumes of proposed team members, detailing member’s knowledge and experience in performing requested services.

Discuss the allocation of personnel the TPA will use to staff a dedicated claims unit to manage and adjust District claims. Describe the title, function and minimum ongoing training/experience requirements for each position.

Explain the TPA’s current policies regarding the assignment of claims to each claims supervisor, claims examiner and claims assistant. Include a description of the number and types of claims assigned to each position.

Provide three (3) examples of what you consider effective claim resolution within the last 24 months, and why you believe these resolutions were effective.

Discuss the TPA’s standard ratio for case closures as relates to new claims.

Explain how the TPA utilizes closure performance comparisons and the frequency that these comparisons are calculated. Explain other criteria used to determine the appropriateness of closing claims.

Provide the TPA’s Claims and Litigation Management Guidelines.

Discuss the TPA’s interaction with clients in reporting on account management or claims related issues. Explain how frequently you expect supervisors and/or adjusters to initiate contact with District personnel. Also explain your protocol regarding returning telephone and/or E-Mail messages.

4. TPA’s Management Information System(s)

Describe the type of management information system proposed for this contract. Discuss the TPA’s experience in using the system; whether the system is owned and operated in-house or through an agreement with another provider; the general capabilities of this system; compatibility with other existing systems for continuity of data and transferring of historical data; and any projected upgrades or changes during the term of the contract with the District.

a. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard MS Excel Spreadsheet into it.

b. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard Google Sheets Spreadsheet into it.
List and describe the management information reports generated by the TPA’s system. Identify those reports which are standard and included in the service fee. Identify those reports which are optional and the cost for generating these reports. Include in each description the interval at which the reports are generated. Provide a one-page example of each of five (5) reports listed and explain how each will assist the District in managing its program.

Provide TPA’s list of loss codes and descriptions used in the management information system to indicate the type of loss.

Describe the unique features of the management information reports provided by the TPA which are not typically provided by other TPAs.

Describe the TPA’s ability to provide the District with a minimum of seven (7) MIS user connections on existing personal computers allowing for full database access and standard/ad hoc report writing/generating, and the cost, if any, for such service.

Discuss the MIS technical support services provided by the TPA. Include the location of MIS staff and how many clients are serviced from that location.

Identify who owns the TPA MI System.

Discuss the TPA’s ability to provide telephonic or web-based claim reporting services.

5. Proposed Cost of Services

Administrative Expenses: The selected TPA will be expected to bear, and must confirm in its proposal that it will cover, the full cost of:

- Installing any necessary automated claims administration systems and all hardware upgrades necessary to access the system.
- Installing/converting historical data, including claim, payment and reserve information and transferring paper files from previous TPA.
- Transferring records and systems to the succeeding TPA at the transition of the contract, (if a different TPA is selected), with no additional cost or fee required.
- Administrative fees shall cover the cost of administrator’s staff, all office space, storage space for closed files, supplies, standard management reports, telephone expenses, postage, checks, computer hardware/software, transcription services (for claims examiner’s correspondence), and other equipment/supplies necessary for claims handling. This will include the storage of closed files.

The District requests all TPAs provide a detailed response to three distinct elements of
proposed cost:

a. Setup Costs

- The comprehensive cost of initiating the program. This would include, for example:
  - Initial “per user” access or license fees for the claims management system
  - Scanning, data entry, location code hierarchy setup, report template creation fees, etc.

b. Ongoing Program Costs (Option 1 – Time & Expense Billing)

- Proposed “as billed” fees for claims adjusting services with a specified annual not to exceed amount, for example:
  - Claims examiner hourly fees, including any applicable minimum billing amount;
  - Costs of correspondence, copying, etc.; and/or
  - Any additional proposed individual categories of expense

c. Ongoing Program Costs (Option 2 – Flat Fee)

- Proposed “all-inclusive” fees for claims adjusting services, for example:
  - Flat fee per period (e.g. per month, per quarter, per program year, etc.); and/or
  - Any additional expenses outside of the flat fee
B. Scoring

Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

<table>
<thead>
<tr>
<th>Value Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ability to Execute Scope of Work</td>
<td>300</td>
</tr>
<tr>
<td>2. TPA Information and History</td>
<td>100</td>
</tr>
<tr>
<td>3. TPA Claims Unit Assigned to the Contract</td>
<td>200</td>
</tr>
<tr>
<td>4. TPA’s Management Information System</td>
<td>150</td>
</tr>
<tr>
<td>5. Cost and Value of Services</td>
<td>150</td>
</tr>
<tr>
<td>6. References (to be completed by TPA clients on</td>
<td>100</td>
</tr>
<tr>
<td>Exhibit B)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>
Each best value category shall be scored separately using the scoring guide below.

<table>
<thead>
<tr>
<th>Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QUALITY OF RESPONSE</strong></td>
</tr>
<tr>
<td><strong>EXCEPTIONAL RESPONSE</strong></td>
</tr>
<tr>
<td><strong>GOOD RESPONSE</strong></td>
</tr>
<tr>
<td><strong>ADEQUATE RESPONSE</strong></td>
</tr>
<tr>
<td><strong>MARGINAL RESPONSE</strong></td>
</tr>
<tr>
<td><strong>INADEQUATE RESPONSE</strong></td>
</tr>
</tbody>
</table>

**BID PROTEST**

Any bid protest may be submitted in accordance with OUSD’s Administrative Regulation (“AR”) 3311, available at https://boepublic.ousd.org/Policies.aspx.
This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

1. **Term.**
   a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.
   b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.**

   VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

3. **Alignment and Evaluation.**
   a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
   b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

4. **Inspection and Approval.**

   VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not
limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. **Data and Information Requests.**

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD’s Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD’s determination that the Services are not related to community school outcomes. If and when VENDOR’s programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**

   a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

   b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

      (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).

      (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

      (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

   c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.**

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.**

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD’s written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or
after the End Date shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR’s invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of
11. **Termination.**

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. **Legal Notices.**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business delivery.
hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name:  
Title:  
Address:  
City, ST Zip:  
Phone:  
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

13. **Status.**

   a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. VENDOR 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 VENDOR’s employees.
   
   b. If VENDOR is a natural person, VENDOR verifies all of the following:
      
      (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR’s work;
      
      (ii) VENDOR’s work is outside the usual course of OUSD’s business; and
(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:
   (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
   (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
   (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
   (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
   (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
   (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
   (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
   (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
   (x) VENDOR can negotiate its own rates;
   (xi) VENDOR can set its own hours and location of work; and
   (xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

   a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

   b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations.
and warrants.

15. **Certificates/Permits/Licenses/Registration.**

VENDOR’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

   a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD’s rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer’s liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

   b. **Workers’ Compensation Insurance.** Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers’ Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers’ Liability Insurance shall not be less than one million dollars ($1,000,000) per accident or disease.

17. **Testing and Screening.**

   a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR’s control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.


a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and
consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regarding health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment.
The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.

22. Drug-Free/Smoke Free Policy.
No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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 or prevent a subsequent act from constituting a violation of this Agreement.

24. **No Rights in Third Parties.**
This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Conflict of Interest.**
   a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
   
   b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR’s family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.
   
   c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**
Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov).

27. **Limitation of OUSD Liability.**
Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph
8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. **Indemnification.**

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.**
This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. **Incorporation of Recitals and Exhibits.**
Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

32. **Integration/Entire Agreement of Parties.**
This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

33. **Severability.**
If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Provisions Required By Law Deemed Inserted.**
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. **Captions and Interpretations.**
Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.**
For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.**

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.**

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. **Agreement Publicly Posted.**

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. **Signature Authority.**

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.**
OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.
IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR
Name: ________________________________
Signature: ________________________________
Position: ________________________________
Date: ________________________________

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD
Name: ________________________________
Signature: ________________________________
Position: ________________________________ Date: ________________________________

☐ Board President  ☐ Superintendent  ☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: ________________________________

Position: Secretary, Board of Education Date: ________________________________

Template approved as to form by OUSD Office of the General Counsel.
Sample Contract - Exhibit A

1A. **General Description of Services to be Provided:** Provide a description of the service(s) VENDOR will provide.

1B. **Description of Services to be Provided During School Closure or Similar Event:** If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?

☐ No, services would not be able to continue.
☐ Yes, services would be able to continue as described in 1A.
☐ Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. **Rate of Compensation:** Please describe the basis by which compensation will be paid to VENDOR:

☐ Hourly Rate:
☐ Daily Rate:
☐ Weekly Rate:
☐ Monthly Rate:
☐ Per Student Served Rate:
☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

2. **Specific Outcomes:** (A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: “Participants will be able to…” C. If applicable, please provide details of program participation. Please complete the sentence prompt: “Students will…”

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** Please select the appropriate option below:

☐ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
☐ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

· Meeting announcement for meeting in which the SPSA modification was approved.
· Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
· Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

☐ Commercial General Liability Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students, and the compensation not-to-exceed amount is $25,000 or less.)

☐ Workers’ Compensation Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR has no employees.)

☐ Tuberculosis Screening (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

☐ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
Proposer/ Vendor Forms Checklist to Complete

Exhibit A  Standard Form Response
Exhibit B  Reference Worksheet (3 minimum)
Exhibit C  Terms and Conditions
Exhibit D  Certification regarding Debarment, suspension, ineligibility
Exhibit E  Insurance
Exhibit F  Worker's Compensation Certificate
Exhibit G  Fingerprinting Certificate
Exhibit H  Non- Collusion Declaration
Exhibit I  Piggyback Clause
Exhibit J  Authorized vendor Signature
Exhibit K  Data Request- OUSD Data Privacy
Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

### Exhibit A

**Standard Form Response:**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

2. Tel:___________ Website: ________________ Email: _____________

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
   - [ ] Individual
   - [ ] Partnership
   - [ ] Corporation

5. Names and titles of all principals/officers/partners of the company:

6. Point of Contact if Contract is Awarded:
Exhibit B

References:

To be completed by references:

Reference 1:

Customer Name: ____________________________________________

Contact Name: _____________________________________________

Title: ______________________________________________________

Address: __________________________________________________

Phone Number: _____________________________________________

Email: _____________________________________________________

Services Provided: __________________________________________

How satisfied were you with the services provided?

☐ Excellent    ☐ Good    ☐ Average    ☐ Unsatisfactory

Was the work completed on time and within contract not to exceed amount? Did work product demonstrate responsiveness, knowledge and high degree of accuracy?

________________________________________________________________________________________

Reference 2:

Customer Name: ____________________________________________

Contact Name: _____________________________________________

Title: ______________________________________________________

Address: __________________________________________________

Phone Number: _____________________________________________

Email: _____________________________________________________

Services Provided: __________________________________________

________________________________________________________________________________________
How satisfied were you with the services provided?

☐ Excellent  ☐ Good  ☐ Average  ☐ Unsatisfactory

Was the project completed on time and within budget?

________________________________________________________

Reference 3:

Customer Name: ____________________________________________

Contact Name: ______________________________________________

Title: ______________________________________________________

Address: __________________________________________________

Phone Number: _____________________________________________

Email: _____________________________________________________

Services Provided: __________________________________________

How satisfied were you with the services provided?

☐ Excellent  ☐ Good  ☐ Average  ☐ Unsatisfactory

Was the project completed on time and within budget?

________________________________________________________
Exhibit C
Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – 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 Attachment 1 – 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 RFP, 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 RFP 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 RFP 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 RFP and addenda thereto, and all related materials and data referenced in the RFP 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 RFP, 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 RFP 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 RFP.

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 RFP 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.

Signature: ________________________________

Date: ________________________________
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 [day of] [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By __________________________________________
(Signature)

Typed or Printed Name

____________________________________________
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the [day of] [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By __________________________________________
(Signature)

Typed or Printed Name

____________________________________________
Title
EXHIBIT E
INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD’s rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer’s liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
EXHIBIT F  
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.

Contractor Name: ________________________________________________

By ____________________________________________________________

Signature of Authorized Signer _____________________________________

Title of Signor ___________________________________________________

By ____________________________________________________________

______________________________________________________________

Signature of Authorized Signor

______________________________________________________________

Title of Signor
(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 G
FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I,______________________________, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.

3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).

4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJI.

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

Executed at____________________, California, on ____/___________/____/

__________________________________________  ____________________________
Typed or Printed Name                      Address

__________________________________________  ____________________________
Title                                      Telephone Number

__________________________________________
Signature
NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent
to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.
EXHIBIT H

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.

________________________________________
Date

________________________________________
Name of Vendor

________________________________________
Printed Name of Authorized Company Representative

________________________________________
Signature of Authorized Company Representative
EXHIBIT I

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

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

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (___) YES

Option Granted (___) NO
EXHIBIT J

Authorized Vendor Signature

Prime 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.

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Federal Tax ID Number
EXHIBIT K

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. ______________________, ______________________ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates ________________________(name of bidder’s officer), ________________________(title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

**LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys’ fees) that may arise from or relate to the Bidder’s intentional or negligent release of personally identifiable student, parent or staff data (“Claims”). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized
overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

_________________________________  ______________________
Name of Proposer’s Signee               Date: ____________________________

_________________________________
Title of Proposer’s Signee