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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Superintendent
Jacqueline Minor, General Counsel

Board Meeting Date May 14, 2014

Subject **Authorization To The Superintendent And General Counsel To Award Request For Proposal, Solicitation # 2014-21-4-Security, For Security Assessments Of Certain District School Facilities, To The Most Qualified Vendor**

Action Requested **Authorization To The Superintendent And General Counsel To Award Request For Proposal, Solicitation # 2014-21-4-Security, For Security Assessments Of Certain District School Facilities, To The Most Qualified Vendor**

Background The District issued Request For Proposal, Solicitation # 2014-21-4-Security to undertake a security assessment of 20 district schools. In view of the on-campus incidents this year, we believe it is important to get expert advice on better security at school sites. Because it is late in the year and the security assessment should be done while students are present, we are trying to accelerate the process by asking the Board to authorize the Superintendent and General Counsel to award Request For Proposal, Solicitation # 2014-21-4-Security, to the most qualified vendor. After the contract is agreed upon, the General Counsel will resubmit the agreement for confirmation at the first meeting in June.

Discussion Staff seeks authorization to award Request for Proposal, Solicitation # 2014-21-4-Security and to enter into a contract with the successful bidder to undertake a security assessment of twenty District school facilities, for a contract amount not to exceed \$84,000 with the selected vendor, for the term from May 15, 2014 to December 30, 2014; provided however, prior to the end of the 2013-14 fiscal year, the Superintendent and General Counsel shall place the contract on the Board consent agenda for confirmation.

Recommendation **Authorization To The Superintendent And General Counsel To Award Request For Proposal, Solicitation # 2014-21-4-Security, For Security Assessments Of Certain District School Facilities, To The Most Qualified Vendor**

Fiscal Impact

General Purpose not to exceed \$84,000

Attachments

- **Request For Proposal, Solicitation # 2014-21-4-Security**

OAKLAND UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

SCHOOL SECURITY CONSULTANT

Proposal Due Date: May 16, 2014 by 2:00 p.m. PDT

Preproposal Conference: April 30, 2014 at 10:30a.m. PDT

to be held at:

**Oakland Unified School District
Police Services Conference Room
Former Cole Elementary School
1011 Union Street
Second Floor
Oakland, CA 94607**

Contact: Michael Smith, Senior Trial Counsel
Oakland Unified School District
Mike.Smith @ousd.k12.ca.us

Solicitation Number: 2014-21-4-Security

BASIC INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

During the 2013-14 school year, the Oakland Unified School District (the "District") operates 50 elementary schools, 14 middle schools, serving grades 6-8, 4 elementary/middle schools serving grades K- 8, 6 comprehensive senior high schools, serving grades 9 - 12, 2 middle/high schools serving grades 6 – 12, one alternative middle school, six alternative high schools, one continuation school serving grades 9-12, one alternative high school independent study program, one community day school, and one special education school. As of July 1, 2013, the beginning of the 2013-14 school year, 33 charter schools operated within the District. Excluding the students in the charter schools, approximately 36,000 students are served in grades Kindergarten through 12. The District employs 4,359 employees, including certificated (credentialed teaching), classified (non-teaching) and management. The District's fiscal year 2013-14 general fund budget is approximately \$393.8 million.

EXECUTIVE SUMMARY OF THIS RFP

The District has recently experienced an increase in crime throughout the District. As a result, there is increasing apprehension on the part of students, parents and staff regarding safety and safety related issues and concern about the theft of personal property and equipment. The District, working closely with the City of Oakland is actively pursuing options for reducing and eliminating crime in our school communities.

The District is therefore issuing this Request for Proposals to engage a security consultant to assist the District in evaluating the current capabilities of the schools within the District to identify and address potential internal and external security threats. Through this RFP, the District desires to engage a consultant to assist the District in its efforts to assess and improve the security at District facilities by assessing potential vulnerabilities of District school facilities and developing countermeasures to mitigate these vulnerabilities. The District will seek the support and collaboration of the City of Oakland in implementing the recommendations.

In general, the consultant's scope of work will include the following: (i) conduct an assessment of certain typical school facilities; (ii) analyze the implications of the schools' physical set up and security measures, including a best practices analysis; (iii) develop a set of recommendations regarding security changes for consideration by the District; (iv) assist the District in prioritizing such recommendations; (v) assist the District in implementing any of the recommendations with which the District elects to proceed; and (vi) train District personnel regarding any adopted recommendations (collectively, the "Project"). In undertaking the services generally outlined above, the consultant will be required to assess two (2) typical examples of each of the following types of school facilities:

- 1) Elementary Schools
- 2) Middle Schools
- 3) High Schools
- 4) Two school facilities on one campus
- 5) One school on two different campuses
- 6) Open Space School configurations
- 7) Combination schools: elementary and middle combination schools and middle and high combination schools) (K-8; 6-12; K-12)
- 8) Schools with amenities shared with the community (libraries, parks, athletic fields)
- 9) Early Childhood Education Centers
- 10) Schools serving students with disabilities

A.1 Compensation

As will be more fully described in Attachment A, the selected Consultant will be paid a lump sum fee for the first three tasks referred to above (*i.e.*, conducting an assessment of the 20 schools, analyzing the implications and preparing recommendations). With regard to the remaining three tasks, the Consultant will be paid on an hourly basis. Accordingly, Bidders should bid a firm, fixed fee for conducting such an assessment/analysis/recommendations (see **Sections B.1.1 and B.1.2**), and fully loaded hourly rates for implementation (see **Section B.1.3**). In addition, Bidders will be required to submit with their proposals an “add price” to assess additional school(s). All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment A** on the Bidder’s letterhead.

A.2 Selection Criteria

Proposals will be evaluated in accordance with **Part C** of this RFP. The following evaluation criteria will be used:

- Experience & References (20 points)
- Key Personnel (20 points)
- Management Plan and Schedule (20 points)
- Cost (30 points)
- Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization (10 points)

A.5 Procurement Schedule

The schedule for this procurement is as follows:

Issue RFP	April 21, 2014
Pre-proposal Conference	April 30, 2014
Last Day for Questions/Clarifications	May 7, 2014
Proposals Due	May 13, 2014
Interviews, if applicable	May 16, 2014
Notice of Intent to Award	May 20-21, 2014
Award of Contract by Board	May 28, 2014

A.6 Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the District website to verify whether addenda/errata have been issued. The District website is:

ousd.k12.ca.us/schoolsecurityconsultant

A.7 Attachments

Attachment A	Form of Offer Letter
Attachment B	Excluded Parties Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Attachment C	Local, Small Local and Small Local Resident Enterprise Program

SECTION B SCOPE OF WORK

B.1 Scope of Work

The consultant will be required to assist the DISTRICT in its efforts to assess and improve the security at DISTRICT facilities by assessing potential vulnerabilities of the DISTRICT facilities and developing countermeasures to mitigate these vulnerabilities. In general, the consultant's scope of work will include the following: (i) conduct an assessment of certain typical school facilities; (ii) analyze the implications of the schools' physical set up and security measures, including a best practices analysis; (iii) develop a set of recommendations regarding security changes for consideration by DISTRICT; (iv) assist the DISTRICT in prioritizing such recommendations; (v) assist the DISTRICT in implementing any of the recommendations with which the DISTRICT elects to proceed; and (vi) train DISTRICT personnel regarding any adopted recommendations.

B.1.1 Assessment Phase

The consultant will be required to conduct a comprehensive assessment of threats from the perspectives of architecture, operational guidelines, technical security (electronic access, alarms, and surveillance), culture and environment, student handling procedures, and organizational structure at representative schools across the school district. The assessment shall include (i) site visits at the beginning of the school day, dismissal and during the school day; (ii) interviews with key staff; (iii) review of existing procedures, including, but not limited to, school safety plans, emergency plans and procedures, evacuation maps; and (iv) review of training records, incident reports, and installed systems. This assessment will be the basis for solutions and recommendations (the "Project"). In addition, the consultant's assessment shall include, but is not limited to, the following:

1. An examination of the security mechanisms within the schools.
2. A review of the existing crisis management plans for the school district, as well as for the assessed schools.
3. A comprehensive threat assessment / all hazard assessment for the school district for situations including, but not limited to, explosive attack, targeted shooter, intrusions, CBR (Chemical/Biological/Radiation) release, natural disasters (including earthquake, flooding, hurricane, tornado), and fire.
4. Security for physical assets (*e.g.*, Chromebooks, technology equipment, etc.).
5. The use and deployment of School Security Officers and District Police Services

Assessment will include two (2) schools from each of the following types of schools at a minimum:

- a) Elementary Schools
- b) Middle Schools
- c) High Schools
- d) Two school facilities on one campus
- e) One school on two different campuses
- f) Open Space School configurations
- g) Combination schools: elementary and middle combination schools and middle and high combination schools) (K-8; 6-12; K-12)
- h) Schools with amenities shared with the community (libraries, parks, athletic fields)
- i) Early Childhood Education Centers
- j) Schools serving students with disabilities

B.1.2 Analysis and Recommendation Phase

Based on the results of the assessment, the consultant shall make a recommendation as to those security standards that are most appropriate for DISTRICT facilities as well as a set of recommended actions in furtherance of achieving such standard. In addition, the consultant shall make specific recommendations regarding any and all District-wide security policies and procedures. The consultant shall also identify and evaluate staff training needs, and communications with law enforcement agencies. In developing the DISTRICT security

standard and recommendations, the consultant shall undertake a best practices analysis. At a minimum, the consultant shall be required to provide the following deliverables:

1. A detailed report for each school assessed, analyzing the information gathered during the assessment phase, along with recommendations. Preliminary reports shall be submitted for review and fact checking by the DISTRICT prior to submitting final reports. The assessment and reports should be based on the approved security standards.
2. Provide summary report/recommendations for the entire school district based on observations at the representative schools assessed under this contract. A preliminary report for the District is to be submitted for review and fact checking by the DISTRICT prior to submitting final report. The summary report should be based on the approved security standards.
3. Submit a written recommendation as to those security standards that are most appropriate for DISTRICT facilities for review and approval by the DISTRICT. Such an assessment shall include, at a minimum, a written assessment of the various standards that are available and the strengths and weaknesses of each such approach.

The consultant shall meet with DISTRICT representatives as necessary to review the results of the assessments and the consultant's recommendations, and to develop an implementation plan for any approved/adopted recommendations.

B.1.3 Implementation

The consultant shall assist the DISTRICT in implementing any recommendations approved/adopted by DISTRICT, as requested. In addition, the consultant shall provide a comprehensive training session for school district personnel in identifying and addressing potential security threats.

B.2 Key Personnel

The District desires that the consultant assign to this engagement personnel with the skills and experience necessary to achieve the District's objectives and must identify the individuals it intends to assign to the Project. The consultant will not be permitted to reassign any of the key personnel unless the District approves in writing the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project and the phases of the Project during which the individual will work on the Project.

B.3 Licensing, Accreditation and Registration

The consultant and all of its subcontractors and subconsultants shall comply with all applicable Oakland, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.4 Time is of the Essence

Time is of the essence. The Assessment Phase must be completed prior to June 13, 2014, the last day of the 2013-14 school year; and the Analysis and Recommendation Phase must be completed no later than ten (10) weeks following the completion of the Assessment Phase. Notwithstanding the foregoing, the Consultant shall prepare and provide a preliminary report that can be used as the basis for District decision making for the beginning of the 2015-2016 school year no later than October 1, 2014. As such, the consultant shall dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C EVALUATION AND AWARD CRITERIA

C.1 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. The contract will be awarded to the best qualified contactor, weighing heavily the highest evaluated score.

C.1.1 Experience & References (20 points)

The District desires to engage a consultant with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on the consultant's demonstrated experience in: (i) assessing security needs and deficiencies of school facilities; (ii) developing security standards and plans for educational systems; and (iii) providing training regarding detecting and addressing potential security threats. If the Bidder is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

C.1.2 Key Personnel (20 points)

The District desires that the consultant assign to the Project the appropriate number of personnel having the necessary experience and seniority to effectively assist the DISTRICT in its efforts to assess and improve the security of DISTRICT facilities. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify the personnel who would be assigned to the project. The availability and experience of the individuals proposed to be assigned to this project will be evaluated as part of this element.

To facilitate the District's review, Bidders shall provide a table that identifies the specific staff that the Bidder would assign to this Project and the phases of the Project during which the individual will work on the Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) the corresponding proposed hourly rate; and (iv) his or her level of availability for work on the Project.

This element of the evaluation will be worth up to twenty (20) points.

C.1.3 Cost (30 points)

Bidders should bid a firm, fixed fee for conducting the assessment/analysis/recommendations (see **Sections B.1.1 and B.1.2**), and fully loaded hourly rates for implementation (see **Section B.1.3**). In addition, Bidders will be required to submit with their proposals an "add price" to assess additional school(s). All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment A** on the Bidder's letterhead. This element of the evaluation will be worth up to twenty-five (30) points.

C.1.4 Project Management Plan and Schedule (20 points)

Bidders are required to submit a Project Management Plan. The Management Plan should clearly explain how the Bidder intends to implement the project. The Management Plan should address the Bidder's theoretical approach to the Project, demonstrating an understanding of the needs and requirements of the DISTRICT, as well as its practical approach to implementation and successful completion of the Project. The Management Plan should outline the key activities that the Bidder would undertake in furtherance of each phase of the Project and the actions that would be necessary on the part of the DISTRICT in order to successfully implement the Plan. The Management Plan should also identify key issues that the Project will likely encounter and strategies for mitigating their effects.

The Project Management Plan should also include a schedule that provides time frames for the actions required under this contract. Bidder should provide an outline schedule for the implementation of the various phases of the Project and the key activities to be undertaken in each phase. The Project Management Plan should also demonstrate how the Bidder will ensure that sufficient staffing will be provided to timely meet the District's needs and objectives with respect to this project. This element of the evaluation is worth up to twenty-five (20) points.

C.1.5 Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization (10 points)

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. For this procurement, the District has set the level of L/SL/SLRB participation at 25%. The Program requires participation of **Certified Oakland Businesses**, as defined in the District's Administrative Regulations. See District Administrative Regulation 7115 which will be posted with the RFP for more details. Respondents must include with their proposal evidence that they will comply with this requirement. This factor of the evaluation will be worth up to ten (10) points.

SECTION D PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Bidders' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

D.1 Submission Identification

Submit an original and eight (8) copies of the bid proposal, as well as an electronic copy on a USB flash drive. The Bidder's submission shall be placed in a sealed envelope marked: "Proposal for School Security Consultant."

D.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

Oakland Unified School District
Office of General Counsel
1000 Broadway, Suite 398
Oakland, Ca 94607

D.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm PDT, on May 16, 2014. The Bidder assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

D.4 Submission Size, Organization and Bidder Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The District is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

D.4.1 Bid Form

Each Bidder shall submit a bid form substantially in the form of **Attachment A**. Material deviations from the bid form shall be sufficient to render the proposal non-responsive.

D.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

D.4.4 General Team Information and Firm(s) Data

Each Bidder should provide the following information for the Bidder and each of its subconsultants.

Name(s), address(es), and role(s) of each firm (including all sub-consultants) Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration
- v. Current firm workload(s) projected over the next year
- vi. Provide a list of any contract held by the Bidder where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Bidder. If the Bidder has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

- i. Identification of the single point of contact for the Bidder.
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- iv. Experience that the key team members have working together.

D.4.5 Relevant Experience and Capabilities

A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

- i. Project name and location
- ii. Name, address, contact person and telephone number for owner reference
- iii. Brief project description including the Bidder's scope of work, the timeline on which the project was implemented, and the results achieved
- iv. Identification of personnel involved in the selected project who are proposed to work on this project

D.4.6 Project Management Plan

Each Bidder should submit a Project Management Plan that addresses the issues set forth in Section C.1.4 of this RFP.

D.4.7 Cost Information

The Bidder should submit the Bid Form in substantially the form of **Attachment A**.

D.4.8 Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization

Each Bidder must submit a proposed Local, Small Local and Small Local Resident Business Enterprise Program utilization plan as discussed in **Section C.1.5** above. Respondents must include with their proposal evidence that they will comply with this requirement

SECTION E BIDDING PROCEDURES

E.1 Contact Person

For information regarding this RFP please contact:

Mike Smith
Office of General Counsel
1000 Broadway, Suite 398
Oakland, Ca 94607
Mike.smith@ousd.k12.ca.us

Any written questions or inquiries should be emailed to mike.smith@ousd.k12.ca.us no later than May 7, 2014.

E.2 Preproposal Conference

A preproposal conference will be held on **April 30, 2014 at 10:30a.m. PDT**. The

conference will be held at

**Oakland Unified School District
Police Services Conference Room
(the former Cole Elementary School)
1011 Union Street
Second Floor
Oakland, CA 94607**

Interested Bidders are strongly encouraged to attend.

E.3 Explanations to Prospective Bidders

Each Bidder should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Bidder find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Bidder concerning the solicitation shall be furnished promptly to all other Bidders as an amendment or addendum to this RFP if in the sole discretion of the District that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract shall not be binding.

Questions or requests for clarification Requests should be sent by email to mike.smith@ousd.k12.ca.us no later than the close of business on May 7, 2014.

E.4 Contract Award

The District Staff shall recommend award of the contract to the Board of Education of the District. The notice of intent to award shall be issued on May 16, 2014. The Board of Education shall formally award the contract at its meeting on May 28, 2014.

E.5 Retention of Submissions

All submissions shall be retained by the District and therefore shall not be returned to the Bidders. With the exception of proprietary financial information, the submissions shall become the property of the District, which shall have the right to distribute or use such information as it determines.

E.6 Examination of Submissions

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the

sole risk of the Bidder and may result in disqualification.

E.7 No Compensation for Preparation of Submissions

The District shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

E.8 Rejection of Submissions

The District reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Bidder's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the District's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Bidder.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

SECTION F INSURANCE REQUIREMENTS

F.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

F.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year.

F.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or

in connection with the Work.

F.1.3 Automobile Liability. including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

F.1.4 Errors and Omissions coverage. including contingent bodily injury and property damage coverage, written on a claims made basis and having an aggregate policy limit of at least One Million Dollars (\$1,000,000).

F.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the District, and shall not be cancelable or reduced without thirty (30) days prior written notice to the District.

F.3 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the District and with an A.M. Best's rating of not less than A- (Excellent). All such insurers shall be licensed/approved to do business in California.

SECTION G GENERAL TERMS AND CONDITIONS

- 1) **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.
- 2) **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.
- 3) **Laws Governing Contract:** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Alameda, in the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- 4) **Non-Discrimination:** It is the policy of OUSD 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, or age; therefore, CONTRACTOR 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, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR 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.

- 5) **Excluded Parties Certification: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

Attachment A Form of Offer Letter

Attachment A

[Bidder's Letterhead]

[Insert Date]

Mike Smith, Senior Trial Counsel
Office of General Counsel
1000 Broadway, Suite 398
Oakland, Ca 94607
Mike.smith@ousd.k12.ca.us

Re: Request for Proposals School Security Consultant

On behalf of [INSERT NAME OF BIDDER] (the "Bidder"), I am pleased to submit this proposal in response to the District's Request for Proposals (the "RFP") to provide consultant services related to security of the Oakland Unified School District School facilities. The Bidder has reviewed the RFP and the attachments thereto, any addenda thereto, (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its response to the RFP. The Bidder's proposal, the Lump Sum Prices (as defined in paragraph A), and the hourly rates (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents.

The Bid is as follows:

- A. Assessment Phase Lump Sum Price is: \$ _____
- Analysis and Recommendation Phase Lump Sum Price is: \$ _____
- Lump Sum "Add Price" to Assess an Additional School is: \$ _____

The Bidder acknowledges and understands that the Lump Sum Prices are firm, fixed prices and cover all of the Bidder's costs associated with the associated tasks, as outlined in the RFP.

- B. Hourly Rates: \$ see attached list of rates

The rates on the attached pages are fully loaded hourly rates for services designated in the RFP to be provided on an hourly rate basis. The Bidder acknowledges and agrees that the hourly rates shall be the Bidder's sole compensation for services designated in the RFP to be provided on an hourly rate basis.

The Bid is based on and subject to the following conditions:

1. The Bidder agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Bidder is selected by the District and subject only to the changes requested in paragraph 5, the Bidder agrees to enter into a contract with the District on the terms and conditions described in the Bid Documents within five (5) days of the notice of the award.
3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Bidder to the terms of the Bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bid.
4. The Bidder and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; or (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP.
5. The Bidder's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. BIDDERS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DISTRICT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE.]
6. This bid form and the Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION].
Sincerely,

By: _____
Name/Title: _____
Date _____

Attachment B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ nor
[Type/Print Name of Bidder]
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 Vendor/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 Vendor/Contractor on the _____ day of
_____ 2014 for the purposes of submission of this proposal.

By _____
Signature

Typed or Printed Name

Title _____

Attachment C

Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization

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.

For this procurement, the District has set the level of L/SL/SLRB participation at 25%. The Program requires participation of **Certified Oakland Businesses**, as defined in the District's Administrative Regulations. See District Administrative Regulation 7115 which will be posted with the RFP for more details.

Respondents must include with their proposal evidence that they will comply with this requirement.

OAKLAND UNIFIED SCHOOL DISTRICT

Administrative Regulations

AR 7115

Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program (2014 L/SL/SLRBE)

Background

In order to provide economic opportunity for its residents and businesses and stimulate economic development, the Oakland Unified School District (“District”) implemented in December of 2008 a program that has directly impacted how public funds are spent. The 2008 program, commonly referred to as the Local, Small Local and Small Local Resident Business Enterprise Program (2008 S/SL/SLRBE) has proven to be a great success, stimulating economic development through the support and empowerment of the local community, especially groups that have historically been placed at a disadvantage. The District’s primary goal under the 2008 L/SL/SLRBE was to partner with the local community and demonstrate its leadership by harnessing local resources in order to achieve maximum local benefits.

The 2008 L/SL/SLRBE established a twenty percent (20%) mandatory local participation requirement on all District contracts and professional service agreements. However, following implementation of the 2008 L/SL/SLRBE, the ensuing years have demonstrated that the Program was an overwhelming success, most particularly on District construction projects and construction related professional services agreement, demonstrating that there is more than sufficient capacity among Oakland construction industry businesses to increase the mandatory participation thresholds for construction related solicitations.

District Policy Effective February 1, 2014

Therefore, the District has resolved to amend the 2008 L/SL/SLRBE (2014 L/SL/SLRBE) to require fifty percent (50%) mandatory local participation on all District capital program / construction related contracts and professional service agreements. The Amended 2014 L/SL/SLRBE program still provides for preference points on construction related professional services contracts and bid discounts on construction contracts, (up to 5 points or 5%) as the proposer’s level of local, small local and small local resident business participation increases.

There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000¹ and formally solicited construction related contracts professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100². All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation. Specifics of the new policy are detailed under the “Program Guidelines” section below.

¹ Please note: The District uses the alternative bidding procedures of the California Uniform Public Construction Cost Accounting Act., Pub. Contract Code, § 22000, et seq., the “CUPCCAA”.

² Subject to annual increases pursuant to Public Contract Code 20111(a).

Verified Results of the 2008 L/SL/SLRBE Program

Since 2008, the quantifiable impacts of the Program include:

- Increases in the number of Oakland certified businesses participating in District construction contracting projects and construction related professional services agreements;
- Increases in the circulation of local dollars within the Oakland community and revitalization of Oakland's economic base through reinvestment of General Obligation bond dollars; and
- Increases in the development and capacity enhancement of Oakland certified businesses.

The Amended 2014 L/SL/SLRBE continues to provide economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for construction related goods and services.

Part 1.

Definitions

- 1) **Availability** - The number of certified L/SL/SLRBE firms, by trade, ready and willing to compete for work within the District's geographical boundaries (interchangeable with that of the City of Oakland).
- 2) **Commercially useful function** - The business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the solicitation or request for quotes, bids or proposals.
- 3) **Contractor/Consultant/Vendor** - The individual, partnership, corporation, joint venture or other legal entity entering into a contractual agreement with the District.
- 4) **Dealer** - A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers.
- 5) **District** – Refers to the District's geographical boundaries which are interchangeable with that of the City of Oakland. Depending upon context, reference to District may also include the Oakland Unified School District, its Board of Education, Superintendent and other authorized representatives.
- 6) **Emergency Work** - A public works contract awarded because of imminent danger (e.g. fires, floods, earthquakes) or immediate threat to the health, safety and welfare of Oakland residents and meeting the District's legal requirements for waiving normal bidding procedures.

- 7) **Fixed office** – A fixed office is dedicated office space, owned or leased by the local business, in an established, non-portable building where regular work pertinent to the contract is conducted. For small local business certifications, the fixed office shall be the primary business location of the business. For small local business and small local resident business certifications, a residence may qualify as a fixed office provided that all the following conditions are met: (a) the business conducted in the residence complies with all applicable City of Oakland zoning regulations relating to Home Occupations; and (b) the residence is the primary business location of the business and contributes not less than 51% of the gross receipts of business. A fixed distribution point is a non-portable warehouse or an outside shipping yard owned or leased by the local business, where shipping, receiving and the owner and employees regularly and exclusively conduct distribution of goods and commodities on behalf of the business.
- 8) **Informal professional services contracts** – For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year’s threshold pursuant to Public Contract Code Section 20111(a). (For 2014 the threshold is \$84,100.00, subject to annual adjustments). For informal professional services contracts, 75% of the work shall be awarded to small local firms or small local resident firms.
- 9) **Local Business Enterprise (LBE)** – An Oakland business (a) with a substantial presence in the District’s geographic boundaries (b) fully operational for 12 consecutive months and (c) a valid business tax certificate.
- 10) **Local Certified Trucker** – A business, locally owned and operated within the District’s geographic boundaries, engaged in transporting goods on trucks to or from a specified location and holds a valid certification as a trucking contractor.
- 11) **Local Manufacturer** - A firm that operates or maintains a factory or establishment located within the District’s geographic boundaries that produce on the premises the materials or supplies purchased.
- 12) **Public works contract** - Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part with public funds.
- 13) **Size Standard** - One factor used to determine a small business. The District follows the Size Standard utilized by the City of Oakland’s certification process.
- 14) **Small construction contracts** - For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, small construction contracts are valued at \$45,000 and under. For informally bid small construction contracts, 75% of the work shall be awarded to small local or small local resident firms.
- 15) **Small Local Business Enterprise (SLBE)** –A business that (a) meets the Size Standard set by the City of Oakland for small businesses; (b) is an independent business headquartered in the District’s geographical area; (c) has a substantial presence within the District’s geographic boundaries; (d) is a full operation conducting business for at least 12 consecutive months, and; (e) holds a valid business tax certificate.

- 16) **Small Local Resident Business Enterprise (SLRBE)** –A business that (a) meets the Size Standard set by the City of Oakland for small businesses; (b) is an independent business headquartered in the District’s geographical area; (c) is wholly owned and operated by persons whose principal place of residence is located within the boundaries of District’s geographical area; (d) is a full operation conducting business for at least 12 consecutive months, and; (e) holds a valid business tax certificate.
- 17) **Subcontractor/Sub-consultant** - The individual, partnership, corporation or other legal entity that contracts to perform part of or all of the obligations of another’s contract.
- 18) **Subsidiary/Affiliate** - Part of a larger company with national offices located in other cities outside Oakland, and controlled by a home office or headquarters outside Oakland.
- 19) **Substantial Presence** – A fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify. Businesses with offices both within and outside of the District that seek certification as a local business must demonstrate the existence of a bona fide local office in accordance with the following criteria:
- a) **Independent Office Site**: The local office can and does function as an independent office site. The local office is not merely a sham operation set up by a non-local business for the purpose of gaining L/SL/SLRBE certification;
 - b) **Fixtures and Equipment**: The local office contains all fixtures and/or equipment, including but not limited to, as appropriate, computer(s) software, copy machine(s), furniture, vehicle(s), tools, appliances and/or machinery necessary to operate the business for which the certification is sought;
 - c) **Space**: The local office contains all space necessary to operate the business for which certification is sought, including but not limited to, as appropriate, office space, warehouse space, parking, yard area and/or shop area;
 - d) **Dedicated Personnel**: The local office must be the main office for assigned personnel who conduct a full range of the business’ activities out of the local office including but not limited to, as appropriate, professional, clerical and/or administrative staff assigned and dedicated to the local office as necessary to operate the business for which certification is sought;
 - e) **Daily Function**: The local office functions on a daily basis, or a regular basis as otherwise appropriate, providing all services to operate the business for which certification is sought.
- 20) **Tier** - The level of the relationship between the prime contractor and subcontractors, or between subcontractors.
- 21) **Waiver** - An intentional action by the Board of Education, excusing a contractor or a department from adhering to and/or complying with a District policy.

Program Requirements

There is a 50% minimum participation requirement for all construction contracts over \$45,000 and all construction related professional services contracts over \$84,100. (Subject to annual increases pursuant to Public Contract Code section 20111(a).) All construction contracts below \$45,000 and all

professional services contracts below \$84,100.00 must include outreach to certified local firms such that the respondent can demonstrate that a **minimum of three local certified firms** were included in the solicitation.

The 50% local business participation requirement must be met with a **maximum** participation of 25% for Local Business Enterprises (LBE) and a **minimum** participation of 25% for Small Local and Small Local Resident Business Enterprises (SLBE / SLRBE). Any percentage combination of SLBE's and SLRBE may be used to calculate the full 50% requirement. In the case of construction projects where trucking is warranted, 50% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers.

Prior to the issuance of a formal invitation for bid, the District shall insure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be re-set from 50 % all the way to 0%, depending on the particular circumstances at time of bid.

The District's awarding authority shall request an availability analysis if there is reason to believe that the availability of certified firms will not satisfy the 50% requirement. The request must be made in time for completion prior to issuing an invitation for bids, request for proposals or any other solicitation.

Contractors are required to submit a completed Subcontractor Listing on the form provided by the District with the bid solicitation. The Subcontractor Listing provides the District with a formal list of subcontractors, the trade or service area to be provided, bid amounts and certification status on businesses that will be used on the project.

The Subcontractor Listing will be used by the District to calculate the level of certified local business participation. Unless a requirement is waived due to limited availability, the determination of responsive and responsible will include meeting the 50% minimum participation requirement.

For purposes of determining that the 50% L/SL/SLRBE business participation minimum is met and is valid, the District is currently utilizing the certification process, as amended in 2012, developed by the City of Oakland pursuant to its Local and Small Local Profit and Not for Profit business Enterprise Program.

Each prime or lead contractor is urged to obtain, from each certified subcontractor, a copy of either the certification letter or certificate issued by the City of Oakland. The certification letter and certificate include the certification number and date of expiration.

Certifications must be current and valid prior to the submittal due date in order for the local participation to count toward meeting the 50% businesses participation requirement. Certification status is confirmed during the compliance evaluation process.

Bid discounts are awarded for every 10% of additional contract dollars attributable to certified firms over the 50% minimum threshold requirement for responsive bids. No more than five percent (5%) in additional bid discounts or three (3) additional preference points may be earned.

Tier 1: Mandatory

50% Mandatory Requirement can be met with: 25% (or less) Local Business participation and 25% (or more) Small Local or Small Local Resident Business participation.

	LBE <u>Maximum</u> Participation	SLBE <u>Minimum</u> Participation
	25%	25%*
Total	0% to 25%	25% to 50%

Tier 2: Optional

Participation over and above the 50% requirement earns additional bid discounts and points up to a maximum of a 5% bid discount and 5 preference points as long as the participation increases between SLBE's *and/or* SLRBE's or additional participation is achieved entirely with SLRBE's.

LBE <u>Maximum</u> Participation	SLBE/SLRBE <u>Minimum</u> Participation	Total LBE/SL-SLRBE Participation	Bid Discount / Preference
25%	35%	60%	3%

LBE <u>Maximum</u> Participation	SLBE/SLRBE <u>Minimum</u> Participation	Total LBE/SL-SLRBE Participation	Bid Discount / Preference
25%	45%	70%	4%

LBE <u>Maximum</u> Participation	SLBE <u>Minimum</u> Participation	SLRBE <u>Minimum</u> Participation	Total LBE/SL-SLRBE Participation	Bid Discount / Preference
25%	35%	20%	80%	5%

Maintaining Participation

Incentives are earned based on the level of participation proposed prior to the award of a contract. Once a project begins, it is important to achieve and maintain the participation for which incentives were earned. Prime Contractors and consultants must maintain the L/SL/SLRBE percentages indicated at the time of a contract award and throughout the term of the contract.

Should the prime contractor or consultant fail to maintain the L/SL/SLRBE participation listed at the time the contract is awarded; the District may impose a penalty equal to the amount that should have been awarded to the listed L/SL/SLRBE businesses, and/or may stop the work upon approval by the full Board of Education. The Prime contractor shall be afforded the opportunity to request a due process hearing before the assessment of penalties and/or any decision to stop the work.

If the District modifies the original scope of work, the contractor must make reasonable efforts to maintain the time of bid L/SL/SLRBE participation for which incentives were earned. If change orders affect only one discipline, staff may use their discretion to allow adjustments to L/SL/SLRBE percentages for the change order portion of the work. Upon request, District staff will help firms to determine methods of maintaining percentages.

Substitution of Listed Subcontractors (Construction Contracts)

Unless otherwise specified in the contract documents, and in accord with California law, Prime contractors who have entered into a contract agreement with the District cannot substitute a listed subcontractor, including any listed L/SL/SLRBE used to meet participation requirements, without prior approval of the District.

The District will grant substitution of a listed subcontractor on the following conditions:

1. A written statement from the listed sub contractor agreeing to the substitution,
2. When the listed sub contractor has been given a reasonable opportunity to execute a contract, yet fails to, or refuses to execute a written contract when such written contract is based upon the District's conditions and scope of work,
3. When a listed sub contractor becomes insolvent,
4. When the listed sub contractor fails or refuses to satisfy contractual agreements,
5. When the listed sub contractor fails to meet contract insurance requirements, or
6. When the District or the duly authorized officer determines that the work performed by the listed sub contractor is substantially unsatisfactory, or not in accordance with the contract agreement or that the sub contractor is substantially delaying or disrupting the progress of the work.

Prior to the approval of the prime consultant request for substitution, the District shall give notice, in writing, to the listed sub contractor, of the Prime contractor's request for substitution and/or the reason for such request. The sub contractor who has been so notified shall have five (5) working days in which to submit to the District written objections to the substitution. Failure to file such written objection shall constitute the sub contractor's consent to the substitution.

If written objections are filed, the District shall give written notice of a hearing date to the prime and sub contractor within five (5) working days. At the hearing, the prime and sub contractor will present their cases and the Hearing Officer will make a determination.

Emergency Contracts

L/SL/SLRBE businesses will be given first priority in the performance of emergency work as defined in Public Contract Code section(s) 22000-22045 which formulates and establishes procedures for bidding, contracting, and purchasing goods and services under the California Uniform Construction Cost Accounting Act.

Compliance Monitoring and Penalties

To ensure compliance with the program, the contractor or consultant shall provide records upon request (within ten calendar days) and permit the District to review all pertinent records and documents of the contractor and subcontractors. The contractor or consultant shall provide a copy of all subcontractor agreements, purchase orders and/or other verification of the total amount to be paid to each subcontractor, supplier, etc., prior to commencement of work. A penalty of one percent (1%) of the contract amount or one thousand dollars (\$1,000) per day (whichever is less) may be applied if records or documents are not provided within the specified time. The District shall deem such refusal a material breach of contract, in which case the District may terminate the contract and/or stop the work until compliance is met. In addition, the contractor or subcontractors may be debarred from participating in future District contracts for a period of six months to five years, and may lose certification.

The subcontractor's progress payment report must be submitted with each progress payment in order for the progress payment to be processed. Also, prime contractors and/or prime consultants will provide the District with executed copies of its subcontractor/sub consultant agreements to verify dollar amounts stated for all L/ SL/SLRBEs. Contractors must also provide information with each progress payment indicating payments made to L/SL/SLRBEs in order to receive subsequent progress payments.

Prevailing Wages

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Workers employed on construction, alteration or demolition projects in California that use public funds are paid the prevailing wage, which is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations, (Divisions of Labor Statistics and Research) annually determines prevailing wages and may be reached at www.dir.ca.gov/DLSR/PWD.

The Prime contractor shall include in its contracts with its sub contractors, requirements that its sub contractors' employees and their subcontractors' employees shall be compensated in an amount no less than the general prevailing wage rate of per diem wages pursuant to the California Labor Code Sections 1770, et seq.

The prevailing wage requirement will be monitored and enforced by the District in accordance with state law. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and

the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this agreement.

Local Subcontracting Outreach

To ensure full disclosure of contracting and subcontracting opportunities available through the Oakland Unified School District, each of the District's awarding departments must post contracting opportunities on the District's website, www.ousd.org

The District is in collaboration with the City of Oakland, Office of Contract Compliance & Employment Services, which maintains a list of certified for profit and not-for profit businesses and organizations. The list is divided by trade or profession and includes contact information as and if the certification type is either Local Business Enterprise (LBE) or a Small Local Business Enterprise (SLBE). In addition, the District, through its Local Compliance Officer, maintains a list of Small Local Business Enterprises (SLBE's) which are also owned by residents of City of Oakland (SLRBE). Each agency conducting a construction related solicitation is required to obtain responses from certified firms appropriate to the nature and scope of the particular solicitation. Upon request, mailing lists of certified firms.

Joint Venture Agreements

A business that is bidding or competing for District construction related contracts may associate with a certified Small Local or Small Local Resident business to compete for contracts as a joint venture, and thereby meet the mandatory participation requirements of the L/SL/SLRBE policy. (The association of a Local Business Enterprise with a non-local business will not qualify as a joint venture under this Program, however, an LBE that associates with a SLBE or SLRBE will receive an additional 2% - 2 point preference over a non-local / SLBE/SLRBE joint venture association.) A joint venture should be between two entities with the same discipline or licensing as required by the awarding department. Approved Joint ventures will receive up to the maximum bid discount credit on construction and professional services contracts, as detailed in the Program Incentives Section of this Policy, above.

The parties must agree to enter into the relationship for at least the life of the project.

Basic Elements of the Joint Venture Agreement:

A Joint Venture must submit a Joint Venture Agreement two weeks prior to the bid due date.

Each agreement must include, but not limited to the following:

1. Detailed explanation of the financial contribution of each partner;
2. List of the personnel and equipment used by each partner;
3. Detailed breakdown of the responsibilities of each partner;
4. Explanation of how the profits and losses will be distributed;
5. Description of the bonding capacity of each partner; and
6. Management or incentive fees available for any one of the partners (if any).

Commercially Useful Functions Performed by Joint Venture Partners:

Each JV partner must perform a "commercially use function" as that term is defined herein. **SLBE/SLRBE that relies on the resources and personnel of a non-SLBE/SLRBE firm will not be deemed to perform a "commercially useful function".**

Joint Venture License Requirements: Each joint venture partner must possess licenses appropriate for the discipline for which a proposal is being submitted. If a joint venture is bidding on a single trade project, at the time of bid submittal, each of the joint venture partners must hold a Joint Venture License (or demonstrate that a Joint Venture License application is pending with the Contractors State License Board) and possess the requisite specialty license for that trade bid.

Delineation of Joint Venture Work:

The SLBE/SLRBE partner must clearly define the portion of the work it will perform during the project. This work must be of the similar type of work the SL/SLRBE partner performs in the normal course of its own business. The Joint Venture Agreement must specify the project bid items to be performed by each individual joint venture partner. Lump sum joint venture participation is not acceptable.

Responsibilities of the SLBE/SLRBE Joint Venture Partners:

1. **The SLBE/SLRBE partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture in proportion with level of participation in the project;**
2. The SLBE/SLRBE partner must perform work that is commensurate with its experience.
3. The SLBE/SLRBE partner must use its own employees and equipment to perform its portion of the project.

Application of Bid Discounts for Joint Venture Agreements

To be eligible for a bid discount, at the time of bid submittal, each joint venture partner must hold a Joint Venture License (in the case of construction contracts only, successfully demonstrate that a Joint Venture License application is pending with the Contractors State License Board) and each must have the license that is appropriate for the project as required in the contract document of the contract award authority.

Other Joint Venture Conditions

The District's Facilities Director or designee must first approve the SLBE/SLRBE Joint Venture Agreement before the joint venture is eligible for bid discounts. Any changes must also receive the prior approval of the District's Facilities Director or designee. In addition to any other information required by conditions specified herein, each SLBE/SLRBE joint venture must provide upon request, cancelled checks and any other financial records to the District.

Additional Considerations

Prime contractors shall not impose any unreasonable additional criteria on subcontractors that are not required by the District. Any demand on an L/SL/SLRBE subcontractor that would change the way the subcontractor does business will be deemed unreasonable. The prime contractor shall not selectively impose criteria upon local certified businesses that are not applied to other business in similar contractual relationships with the prime.

All bids submitted shall be made available to the public upon bid opening as required by the Public Contract Code.

END Part I

Part II.

Certification

The following is the certification process utilized by the City of Oakland. It is printed in its entirety, adopted without modification and incorporated by reference into the Oakland Unified School District's Local Business Policy. The Board of Education reserves the right, as deemed appropriate, to develop the District's own, independent certification process, which shall supersede the City of Oakland's criteria. In addition, the District shall adopt a proof of residency process (similar to that used for enrolling students in Oakland Unified School District schools) to verify that the criteria for Small Local *Resident* Business Enterprise certifications are met. (A list of documents that will be required by the District as proof of residency can be found at the end of this Part II.)

City of Oakland Certification Criteria

The City of Oakland now certifies both for-profit and not-for-profits operations. Certification criteria apply to both for profit and not-for-profit organizations.

1. An established operation located and doing business or operating within the geographical boundaries of the City of Oakland.
2. Fully operational for at least twelve (12) consecutive months prior to applying for certification.

3. A valid City of Oakland Business Tax certificate issued no less than twelve (12) months prior to applying for certification. All payments must be current and the certificate must reflect the address of the local business.
4. A fixed office that reflects a substantial presence in the geographical boundaries of the City of Oakland. Post Office boxes, temporary locations, and moveable work sites will not establish status as a local business. In the case of trucking firms, the truck inventory must be located within the city limits. A fixed office is a dedicated office space, owned or leased by the local business, in an established, non-portable building where regular work pertinent to the contract is conducted. For SLBE certification, the fixed office shall be the primary business location of the business. A residence may qualify as a fixed office provided the following conditions are met: (a) the business conducted in the residence complies with Oakland Zoning Regulations relating to Home Occupations; and (b) the residence is the primary business location of the business and contributes not less than 51% of the gross receipts of business. A fixed distribution point is a non-portable warehouse or an outside shipping yard owned or leased by the local business, where shipping, receiving and the owner and employees regularly and exclusively conduct distribution of goods and commodities on behalf of the business.
5. The owner or employees (person hired and paid directly by the local business to conduct work solely on behalf of the business at its fixed office or distribution point) shall be available during normal operating hours.
6. A LBE/SLBE must comply with all applicable Federal, State and local regulations, including, but not limited to the City of Oakland Zoning Regulations.
7. All taxes, fees, permit fees, and fines shall be current.
8. Upon request by the City's certifying officer, a LBE/SLBE must possess and make available for inspection the following documentation citing the Oakland business street address:
 - a. Executed (i.e. signed by all parties) copies of past/current contracts;
 - b. Oakland Business Tax Certificate and federal tax identification number;
 - c. Executed lease or other written agreement for occupancy of the Oakland office;
 - d. Business cards and Utility bills (including but not limited to telephone, gas, electric, or water bills)
9. A business requesting certification shall supply the City with all such additional information, as the City may deem relevant to make a determination on its eligibility for certification. The City may wish to review additional documents that may include, but may not be limited to:
 - a. Commercial advertising
 - b. On-site signage
 - c. Letterhead
 - d. Previous Lease Agreements
 - e. Marketing materials

f. Listing in the telephone book.

10. Small local businesses must present or make available copies of federal tax returns showing gross revenues for the three most recent fiscal years in order for the City to determine compliance with established business size standards.

Certification Eligibility Standards

Ownership and Control for Small Local Business Enterprise

The following standards shall be used by the City to determine if a firm is owned and controlled by one or more owners or businesses and eligible for certification as a Small Local Business Enterprise:

1. An eligible small local business shall be an independent business. The ownership and control of the SLBE shall be real, substantial and continuing and shall go beyond the pro forma ownership of the firm as reflected in its ownership documents. The small local business owner shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements. Recognition of the business as a separate entity for tax, corporate or local status purposes is not necessarily sufficient for recognition as an SLBE. In determining whether a potential SLBE is an independent business, the City shall consider all relevant factors, including the date the business started, the adequacy of its resources for the work of the contract, and the degree to which financial, equipment leasing and other relationships with non local firms.
 2. The owner(s) of the small local business must also possess the power to direct or cause the direction of the management and policies of the firm. Also, the owner shall make the day-to-day, as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owners. There shall be no restrictions that would prevent the local business owners, without the cooperation or vote of any non-local owners, from making a business decision of the firm. (i.e. bylaws provisions, partnership agreements or charter requirements for cumulative voting rights)
- Where the actual management of the firm is contracted out to individuals other than the owners, those persons who have the ultimate power to hire and fire the managers are, for the purposes of this part, considered controlling the business.
 - The contribution of capital or expertise by the local owner(s) to acquire their interests in the firm shall be real and substantial.
 - Newly formed firms and firms whose ownership and/or control have changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
 - A previous and/or continuing employer-employee relationship between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities.

- Any relationship between a SLBE and non- SLBE, which has an interest in the SLBE, is carefully reviewed to determine if the interest of the non-SLBE conflicts with the ownership and control requirements.
- SLBEs will be considered bona fide if the ownership interests are real and continuing, and not created solely to meet the City goals for SLBEs participation. The SLBEs included in the contract must perform commercially useful services and/or supplies and not merely act as a passive conduit. In the event the City has reason to question the ownership of SLBEs, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the SLBE business enterprise status.

Size Standards for Small Businesses

The City has established a size limit in order to set forth criteria and define small local businesses. In making the determination relative to size, the City will use thirty percent (30%) of the United States Small Business Administration's Small Business Size standards. Size is based on gross revenues realized by the firm for the three most recent fiscal years that the firm is doing business.

LBE/SLBE Certification Process

Step 1 – The Application: Down load Applications from the web site maintained by Contract Compliance & Employment Services (CC & ES). From Oaklandnet.com, select Contract Compliance on the “go to” link. Requests for certification applications can be made by phone, facsimile, electronic mail, in writing or in person. When submitting the application, remember to attach a copy of the most recent Business Tax Certificate and have the application notarized. If you are applying as a small business, attach the last three most recent business tax returns.

Step 2 – The Review Process: The City of Oakland employs a three-tier certification process as standard operating procedure. This process is used to determine the degree of difficulty and time necessary to complete the review.

- ✓ **Tier I** – The application, upon review by staff, is complete and accurate, and requires no further action. Analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days. Tier I applications are typically LBE re-certifications.
- ✓ **Tier II** – The application, upon review by staff, requires additional information (e.g. application information is incomplete or requires clarification, supporting documents missing, etc.) If the application is incomplete, additional documentation will be requested and must be submitted within 10 working days. Analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days.
- ✓ **Tier III** - The application, upon review by staff, necessitates a desk audit and site visit. The desk audit and site visit will be conducted within 15 working days. All parties are asked to cooperate fully with the investigation. Failure or refusal to furnish requested information or failure to cooperate voids the application. If the audit and review results in a satisfactory determination,

analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days after the site visit.

During the process of certification, the City may review any documentation or information it deems necessary to determine whether the applicant meets the definition of a local business set forth in the section 2.01 of this document.

To ensure complete and accurate determination in a timely fashion, it is requested that all potential LBE/SLBE participants submit an application for certification a minimum of three (3) weeks prior to a bid opening or submittal of a proposal. In order to receive LBE or SLBE credit for listed subcontractors and suppliers certifications must be complete and existing at the date and time of bid opening or submittal due dates.

Certification with another agency does not constitute certification with the City of Oakland. The City reserves the right to approve LBE/SLBE status from other government or City agencies. Firms or individuals who knowingly submit false information concerning their LBE/SLBE business status are subject to action or actions for fraud under the State and Federal False Claims Act and will be debarred from bidding on future City work for a period of three (3) years.

Other Considerations

In addition to the above the City shall give special consideration to the following circumstances in determining eligibility:

- Newly formed firms and firms whose ownership and/or control have changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
- Previous and/or continuing employer-employee relationships between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities.
- Any relationship between an LBE/SLBE and a business that is not an LBE/SLBE, which has an interest in the LBE, is carefully reviewed to determine if the interest of the non-LBE conflicts with the ownership and control requirements.
- A joint venture is eligible for certification if the LBE/SLBE partner of the joint venture meets the standards for an eligible LBE. The LBE partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks and profits of the joint venture. The City Attorney's office must approve joint venture agreements.
- The mentor and protégé must be certified prior to the submittal of a mentor-protégé agreement for approval.

Re-Certification

A City of Oakland certification is valid for a period of two years, unless otherwise specified. At the end of the certification period (October and April) the business may apply for re-certification. Notwithstanding the above, the City may require re-submittal of current documentation and information in the event a LBE/SLBE certification is challenged.

Appeal

Any firm that believes that it has been wrongfully denied certification as an LBE/SLBE or joint venture may file an appeal in writing. The written appeal must be signed and dated.

The appeal shall be filed no later than 30 days after the date of denial. The City may extend the time for filing, or waive the time limit in the interest of justice. The City may specify in writing the reason for so doing.

Third parties, who have reason to believe that another firm has been wrongfully denied or granted certification as an LBE/SLBE or joint venture, may advise the City in writing. This information is not considered an appeal.

The City ensures a prompt investigation, and may at its discretion; decertify the LBE/SLBE or joint venture pending the outcome of the investigation.

END Part II

Part III

OAKLAND UNIFIED SCHOOL DISTRICT
Small Local Resident Business Enterprise
("SLRBE")

Supplemental Certification Documentation

The following will be required to qualify as a SLRBE under OUSD's Local Business Program:

Any three (3) of the following dated **within 90** days. Must reflect the business owners' **CURRENT** residential address:

- a.) *One to three utility bills from different agencies,
i.e., PG&E, home telephone, water, garbage or cable; and/or*

- b.) *Both automobile registration and automobile insurance; and/or*

- c.) *Homeowner's/renter's insurance policy; and/or*

- d.) *Property tax statement; and/or*

- e.) *Official letter from a social service/government agency; and/or*

- f.) *Rental/Lease Agreement or Grant Deed or Title (minimum one (1) year lease required)*

END Part III

1/29/14