

| Board Office Use: Legislative File Info. | |
|--|--------------|
| File ID Number | 21-3095 |
| Introduction Date | 1/12/22 |
| Enactment Number | 22-0106 |
| Enactment Date | 1/12/2022 os |



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer

Meeting Date January 12, 2022

Subject Agreement for Purchase of Supplies/Materials from NDS

Ask of the Board

Approve Supplies/Materials Agreement
 Ratify Supplies/Materials Agreement

Supplies/Materials Personal protective equipment is protective equipment including but not limited to disposable masks, face shields, gloves, sanitizer, hand sanitizer pumps, disinfectant wipes, disinfectant cleaner, no touch thermometers, antimicrobial hand soap, goggles, isolation gowns where the user is protected from COVID-19 exposure or infection. Personal protective equipment includes air purifiers, fans, and isolation tents.

Term Start Date: January 12, 2022 End Date: January 11, 2023

Not-To-Exceed Amount \$400,000.00

Competitively Bid Yes.

Funding Source(s) 3212

Background Operations Division advertised RFP #21-107CSSO for personal protective equipment providers totaling \$2,000,000. Fifteen vendors responded to the RFP. The RFP responses were evaluated, and values assigned based on the following criteria: annual and total cost of to the district; scope of services – timely response for quotes, quality and availability, method of delivery and delivery time; geographic location (local business); and ability to deliver and references. NDS, Alameda, CA, was identified as one of four vendors to provide personal protective equipment totaling a not to exceed

amount of \$2,000,000.

Attachment(s)

- Resolution #2122-0146 for approval
- Supplies/Materials Agreement with NDS for approval
- OUSD Request for Proposal
- Bid material submitted by NDS

RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 2122-0146

Award of Bid to NDS in Response to RFP# 21-107CSSO

WHEREAS, on January 12, 2022, OUSD issued RFP# 21-107CSSO(“RFP”); and

WHEREAS, on January 12, 2022, OUSD received at least one responsive bid to RFP# 21-107CSSO, including by NDS (“VENDOR”).

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“hereby”) hereby acknowledges that VENDOR submitted a responsive bid to RFP;

BE IT FURTHER RESOLVED, the Board, based on the recommendation of the Superintendent or her designee, selects VENDOR’s bid and seeks to award VENDOR a contract accordingly; and

BE IT FURTHER RESOLVED, the Board approves the attached Agreement for Purchase of Supplies/Materials with Vendor.

PASSED AND ADOPTED on January 12, 2022, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Shanthi Gonzales, Mike Hutchinson, VanCedric Williams, Clifford Thompson, Aimee Eng, Vice President Benjamin “Sam” Davis, President Gary Yee

NOES: None

ABSTAINED: None


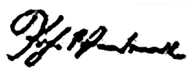
RECUSED: None

ABSENT: Student Director Pal, Student Director Gallegos-Chavez

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on January 12, 2022.

| Legislative File | |
|-------------------------|--------------|
| File ID Number: | 21-3095 |
| Introduction Date: | 1/12/22 |
| Enactment Number: | 22-0106 |
| Enactment Date: | 1/12/2022 os |

| |
|--|
| <p>OAKLAND UNIFIED SCHOOL DISTRICT</p> <p></p> <hr/> <p>Gary Yee President, Board of Education</p> <p></p> <hr/> <p>Kyla Johnston-Trammell Superintendent and Secretary, Board of Education</p> |
|--|

AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS

This Agreement for Purchase of Supplies/Materials ("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"):

Full Name of Vendor (NDS)

The PARTIES hereby agree as follows:

1. Term.
 - a. This Agreement shall start on the below date ("Start Date"):
Start Date (January 12, 2022)
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"):
End Date (January 11, 2023)
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.
 - c. The District, at its exclusive option, may renew this Agreement twice, with the term each renew being up to one (1) year.
2. Supplies/Materials Being Delivered and Transfer of Ownership. VENDOR shall deliver the supplies or materials ("Supplies/Materials") as described in #1A of Exhibit A, attached hereto and incorporated herein by reference. Ownership in the Supplies/Materials shall transfer at the time of delivery.
3. RFP.
 - a. VENDOR acknowledges having completed the Personal Protective Equipment Bid No. 21-107CSSO according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein.
 - b. VENDOR shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish, and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All Supplies/Materials shall be prepared and delivered in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance

with applicable laws, codes, regulations, ordinances, and any other legal requirements.

- c. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

4. Hazardous Chemical/MSDS Sheets/EPH Registration Numbers. VENDOR shall supply Material Safety Data sheets (MSDS) for each hazardous substance and all chemical products provided under this Agreement. The provision of the MSDS must be in accordance with the requirements of Labor Code sections 6380 through 6399. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to the District. In addition, VENDOR shall provide the EPA Registration Numbers for disinfectants. EPA registration of disinfectants demonstrates efficacy against the coronavirus SARS-CoV-2 (COVID-19).

5. Warranty/Quality. VENDOR warrants that all Supplies/Materials shall be free from defects and be suitable for the use stated in the bid documents. District shall give VENDOR written notice after discovery of any defect. VENDOR shall correct any such defect, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of VENDOR to commence and pursue with diligence said replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have any defective Supplies/Materials replaced at expense of VENDOR who hereby agrees to pay costs and charges therefore immediately on demand. If, in the opinion of the District, any defective Supplies/Materials create a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If VENDOR cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Paragraph, proceed to make such correction and the costs of such correction shall be charged against VENDOR. Such action by the District will not relieve VENDOR of the warranties provided in this Paragraph or elsewhere in the bid documents. Nothing herein shall limit any other rights or remedies available to the District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this Paragraph.

6. Compensation. OUSD agrees to pay VENDOR for satisfactorily delivering Supplies/Materials in accordance with this Paragraph, Paragraph 7 (Invoicing), and #1B in Exhibit A.
 - a. The compensation under this Agreement shall not exceed:
\$ Not-to-Exceed Amount (\$400,000.00).

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 Supplies/Materials 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 7 (Invoicing), for Supplies/Materials actually delivered and after OUSD's written approval that Supplies/Materials were actually delivered. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct any defects with the Supplies/Materials, even if the defects were not apparent or detected at the time a payment was made.
 - d. Compensation for any Supplies/Materials delivered 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 delivery of such Supplies/Materials.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered 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.
7. 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 Supplies/Materials were delivered, date(s) Supplies/Materials were delivered, brief description of Supplies/Materials, the total invoice amount, and the basis for the total invoice amount.
 - 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. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
8. 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 Supplies/Materials 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 17 (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 provide the Supplies/Materials, 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.
9. Quantity and Delivery. Shipments shall be delivered to the following address:
*OUSD District Warehouse
900 High Street
Oakland, CA 94601*
- VENDOR will ensure that delivery shipments will occur between the hours of 8:00am and 3:00pm, Monday through Friday only (not including District holidays). VENDOR is responsible for confirming if the warehouse will be closed for District and national holidays. VENDOR may email warehouse@ousd.org to request a yearly calendar.
10. 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 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: Bob Knifsend
Title: VP Sales Alameda Office
Company: NDS
Address: 1320 Harbor Bay Parkway, Ste. 116
City, ST Zip: Alameda, CA 94502
Phone: 510-764-2003
Email: bknifsend@nds-solutions.com

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.

11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies/Materials, in accordance with this Agreement.
12. Alignment and Evaluation.
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Supplies/Materials 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).
13. 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 Supplies/Materials, In accordance with Paragraph 6 (Compensation), the Supplies/Materials must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the Supplies/Materials, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies/Materials do not comport with this Agreement.

14. 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 Supplies/Materials pursuant to this Agreement.
15. 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.
16. Incident/Accident/Mandated Reporting.
 - a. VENDOR shall notify OUSD, via email pursuant to Paragraph 10 (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.

17. Coronavirus/COVID-19.
 - a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and deliver the Supplies/Materials 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. Consistent with the requirements of Paragraph 16 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 10 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR who has been present on OUSD campuses tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards 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.
 - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
18. 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.
19. Non-Discrimination. 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.
20. 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.
21. 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.
 22. 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.
 23. 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 provide any supply or material 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 supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials 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.
 24. 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/>).
 25. 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 6 (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 Supplies/Materials delivered in connection with this Agreement.
 26. 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.
27. **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 Supplies/Materials 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.
28. **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.
29. **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.
30. **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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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 required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 8 (Termination), 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 Supplies/Materials 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.
38. 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.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Bob Knifsend _____

Signature: Bob Knifsend

Position: VP Sales Alameda Office _____

Date: 12/15/2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 6 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered 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: Gary Yee _____

Signature: G. Yee

Position: President, Board of Education

Date: 1/13/2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: K. Johnson-Trammell

Position: Secretary, Board of Education

Date: 1/13/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

- 1A. General Description of Supplies/Materials to be Provided: *Provide a description of the supplies or materials that VENDOR will provide, and attach a copy of any relevant documentation such as purchase order.*

Please see RFP material.

- 1B. Compensation: *Provide a description of the amount of compensation and how it will be determined. Attach a copy of any relevant documentation such as invoices.*

Please see RFP material.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-107CSSO

**PERSONAL PROTECTIVE EQUIPMENT
FOR CHIEF SYSTEMS SERVICE OFFICER**

* 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:
11/01/2021 at 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

TABLE OF CONTENTS

| | |
|---|---------|
| Submission and Deadline Process | Page 3 |
| Request for Proposal Schedule of Events | Page 4 |
| General Information and Submittal Instructions/OUSD..... | Page 5 |
| Objectives | Page 5 |
| Scope of Work | Page 5 |
| Receipt of Proposal Packages | Page 7 |
| Proposal Evaluations and Scoring Category | Page 8 |
| Scoring Guide | Page 9 |
| Criteria for Best Value Scoring and Submission Instructions | Page 10 |
| Sample Contract | Page 12 |
| Proposer/ Vendor Forms Checklist to Complete | Page 30 |
| Exhibit A Standard Form Response | Page 31 |
| Exhibit B Reference Worksheet (3 minimum) | Page 33 |
| Exhibit C Proposal Price Form | Page 36 |
| Exhibit D Terms and Conditions | Page 37 |
| Exhibit E Certification regarding Debarment, suspension, ineligibility | Page 41 |
| Exhibit F Insurance | Page 42 |
| Exhibit G Worker's Compensation Certificate | Page 43 |
| Exhibit H Fingerprinting Certificate | Page 45 |
| Exhibit I Non- Collusion Declaration | Page 48 |
| Exhibit J Piggyback Clause | Page 49 |
| Exhibit K Authorized Vendor Signature | Page 50 |

Submission Deadline & Process:

Bids must be received prior to **November 1, 2021 at 2:00pm**

Provider to submit:

- (1) Hardcopy Proposal
- (3) Additional Hard Copy Proposals marked with the RFP number and title
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 21-107CSSO”**
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
PERSONAL PROTECTIVE EQUIPMENT
FOR CHIEF SYSTEMS SERVICE OFFICER
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>, 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.

| DATE | ACTION |
|--|--|
| RFP Posting/First Advertisement: | October 4, 2021 |
| Pre-Bid Conference: | October 19, 2021 @ 10:00 a.m. (Zoom link on Procurement Website) |
| Deadline for Questions: | October 19, 2021 @ 2:00 p.m. |
| Proposal/Bid Submitted to District: | November 1, 2021 @ 2:00 p.m. |
| Proposal/Bid Opening: | November 2, 2021 @ 11:00 a.m. |
| Potential Interviews (If Necessary): | November 4, 2021 - November 5, 2021 |
| Final Award of RFP (BOE): | December 2021 |
| Contract Start Date: | January 2022 |

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.

Published: Oct 1, 2021

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

1. 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 District's student enrollment is approximately 35,565. During the 20/21 school year, the District operated 81 schools: 47 elementary schools, 5 elementary schools (K-8), 11 middle schools (6-8), 3 middle/high schools (6-12), 7 high schools (9-12), 6 alternative/continuation schools. In addition, the District operates 30 Early Childhood Education sites, 11 transitional kindergarten programs and there are 35 independently operated District-authorized charters. The District employs approximately 4,800 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 20/21 Fiscal Year Budget was \$570.5 million. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other vendors/contractors for the same contracted materials/supplies 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. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract.

2. OBJECTIVES

The District intends to contract with multiple vendors for personal protective equipment ("PPE"). Also the list provided is only a sample of what OUSD intends to purchase with many more items that will be purchased if needed. Please provide information on what your company provides with cost.

The District intends to enter into a one year contract with two (2) one year options to renew. The form of agreement which the successful bidder(s) will be required to execute, is included as a sample agreement in the bid documents and should be

carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bidder Pricing Sheet, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, all insurance requirements, specifications, Special Conditions, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Agreement.

3. SCOPE OF WORK

Personal protective equipment (PPE) is protective equipment including but not limited to disposable masks, face shields, gloves, sanitizer, hand sanitizer pumps, disinfectant wipes, disinfectant cleaner, no touch thermometers, antimicrobial hand soap, goggles, isolation gowns where the user is protected from exposure or infection. PPE may also include plexiglass, air purifiers and isolation tents. The provider(s) selected will provide requested PPE in a timely manner. Provider shall provide the school district notification if item(s) are no longer available, as well as an estimate of availability.

4. SPECIAL INSTRUCTIONS

Once a school district requests a quote for PPE items from selected provider(s), provider(s) must provide a quote with pricing and availability of requested items within 24 hours of request. PPE budget is not to exceed \$2,000,000.00.

OUSD is currently purchasing the following items:

Children size (Primary, and TK size) and adult disposable masks, as well as cloth masks and clear masks with adjustable earloops.

Surgical Grade masks:

- Primary (TK-2)-500,000
- Elementary (2-6)-700,000
- Adult Masks (6-12)-1,000,000

Surgical Masks (Clear Masks):

- Childrens Size: 50,000
- Adult Size: 50,000

KN95 Masks: 100,000

- Kid: 10,000
- Adult: 90,000

N95 Masks: 40,000 Byrd Brand Masks

- Adult Size

Hand Sanitizer:

- 16 oz alcohol based hand sanitizer 70% alcohol: 60,000 units
- 1 gallon pump hand sanitizer 70% alcohol: 60,000 units

We do not have a specific type of hand sanitizer, except that we would prefer eco-friendly and safe around children (we have been purchasing wipes and have canister style as well). We do not anticipate having to order standing hand sanitizers, but will depend on if school sites break them, however they can use the hand sanitizer bottles in lieu of dispensers.

Alcohol Surface Wipes: 120,000 units

- Alcohol based sterilizing wipes

Nitrile Gloves:

- Small: 10,000 boxes
- Medium: 10,000 boxes
- Large: 10,000 boxes
- Extra Large: 4000 boxes

Air Purifiers:

- Coway Airmega Purifiers
- Filters for the Coway Airmegas Purifiers
- Whispure Air Purifiers
- Filters for Whispure Purifiers
- Small Personal Air Purifiers (Fellowes)

Drum Fans:

- Large Drum Fans 200 units

Smocks:

- Small- 3X

Generators

- Solar based generator
- Battery operated generator

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **November 1, 2020 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, (3) copies and one (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 Contractor(s) 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. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Bidder must agree that any contract awarded by the District will be contingent on adequate funding and that any awarded contract may be terminated at any time by the District. Bidders must agree to furnish personal protective equipment at the unit prices quoted in accordance with actual requirements throughout the contract period. Bid prices are to include shipping, F.O.B. Oakland Unified School District. Bidder must agree that the Personal Protective Equipment Bid is nonexclusive and that the District will determine, in its sole discretion, the types of product that are best for its use and the most cost effective for the District.

In submitting a bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

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: www.ousd.org/domain/39. **Contractors are responsible for checking this website for information and changes to this RFP.**

5. 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

Best Value Scoring

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

| Best Value Points | |
|---|-----------------------|
| Value Category | Maximum Points |
| 1. Annual cost to the district | 300 |
| 2. Scope of Services | 300 |
| 3. Environmental Sustainability/ Local Business | 200 |
| 4. Ability to deliver proposed solution/ References | 200 |
| Total | 1000 |

B. Each best value category shall be scored separately using the scoring guide below.

| Scoring Guide | | | | | |
|-----------------------------|---|---|---|-------------------------------|---------------|
| | QUALITY OF RESPONSE | STRENGTHS | WEAKNESSES | CONFIDENCE IN RESPONSE | POINTS |
| EXCEPTIONAL RESPONSE | Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors | Meets all Requirements - numerous strengths in key areas. | None | VERY HIGH | 100% |
| GOOD RESPONSE | Addresses the requirements completely and some elements in an outstanding manner. | Meets all requirements - some strengths in key areas | Minor; not in key areas | HIGH | 75% |
| ADEQUATE RESPONSE | Addresses most elements of the requirements. | Meets most requirements - some strengths provided | Moderate: does not outweigh strengths | ADEQUATE | 50% |
| MARGINAL RESPONSE | Meets some of the requirements | Meets some requirements with some strengths. | Exist in key areas; outweighs strengths | LOW | 25% |
| INADEQUATE RESPONSE | Meets a few to none of the RFP requirements. | Few or no clear strengths. | Significant and numerous | NONE | 0% |

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the District's objectives and environmentally forward-thinking goals.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

Value Category 1: Annual cost to the District (300 Points)

- Total cost to the District under this bid. Please use Section IV forms/format and instructions to submit these details.

Value Category 2: Scope of Services (300 Points)

- Timely response to quote request
- Cost
- Quality
- Availability
- Method of Delivery
- Delivery Time

Value Category 3: Environmental Sustainability/ Local Business (200 Points)

- Environmental Sustainability/ Local Business

Value Category 4: Ability to deliver proposed solution/ Reference (200 Points)

Company Profile

- Provide the following information about your company:
 - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
 - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
 - Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

- Please attach evidence that supports viability of company for the duration of the contract.

Professional Qualifications

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the Materials/supplies requested in this RFP.
- Using the format in Section C ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with your approximate annual sales to each entity.
- Ability to deliver proposed solution/ References

SAMPLE OUSD CONTRACT

AGREEMENT 2021-2022

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. Materials/Supplies.

VENDOR agrees to complete the Personal Protective Equipment Bid No. 21-107CSSO according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein.

VENDOR shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements.

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 the District 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 Materials/Supplies. In accordance with Paragraph 8 (Compensation), the Materials/Supplies delivered by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct reject the Materials/Supplies, in whole or in part, if OUSD, in its sole discretion, determines that the Materials/Supplies do not conform to the quality or condition required in accordance with this Agreement.

5. Hazardous Chemical/MSDS Sheets/EPH Registration Numbers.

VENDOR shall supply Material Safety Data sheets (MSDS) for each hazardous substance and all chemical products provided under this Agreement. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to the District. In addition, VENDOR shall provide the EPA Registration Numbers for disinfectants. EPA registration of disinfectants demonstrates efficacy against the coronavirus SARS-CoV-2 (COVID-19).

6. Warranty/Quality.

VENDOR warrants that all products shall be free from defects and be suitable for the use stated in the bid documents. District shall give VENDOR written notice after discovery of any defective product. VENDOR shall correct any such defective product, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of VENDOR to commence and pursue with diligence said replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have the defective product replaced at expense of bidder who hereby agrees to pay costs and charges therefore immediately on demand. If, in the opinion of the District, defective product creates a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If the bidder cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this section, proceed to make such correction and the costs of such correction shall be charged against the bidder. Such action by the District will not relieve the bidder of the warranties provided in this section or elsewhere in the bid documents. Nothing herein

shall limit any other rights or remedies available to the District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this section.

7. Quantity and Delivery.

The District reserves the right to purchase more or less of the units specified at the unit cost bid.

Shipments shall be delivered to the following address:

OUSD District Warehouse

900 High Street

Oakland, CA 94601

Delivery shipments will occur between the hours of 8AM – 3PM, Monday through Friday only. VENDOR should confirm if the warehouse will be closed for District and national holidays. Please email warehouse@ousd.org for a yearly calendar.

8. Compensation.

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

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 1.

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 delivery.

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 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, State 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.

14. Qualifications and Training.

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 performed 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.

19. Coronavirus/COVID-19.

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 regards 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.

21. Non-Discrimination.

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, mental 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 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.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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.

Exhibit 1

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 | Proposal Price Form |
| Exhibit D | Terms and Conditions |
| Exhibit E | Certification regarding Debarment, Suspension, Ineligibility |
| Exhibit F | Insurance |
| Exhibit G | Worker's Compensation Certificate |
| Exhibit H | Fingerprinting Certificate |
| Exhibit I | Non- Collusion Declaration |
| Exhibit J | Piggyback Clause |
| Exhibit K | Authorized Vendor Signature |

Exhibit A

STANDARD RESPONSE FORM

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.

A. GENERAL INFORMATION

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:

| Name, Title | Location | Phone Number |
|-------------|----------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Point of Contact if Contract is Awarded:

| Name, Title | Location | Phone Number |
|-------------|----------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B

REFERENCES:

To be submitted for each of the three to five (5) references required.

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 project completed on time and within budget?

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?

Reference 4:

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 5:

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
PROPOSAL PRICE FORM

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D

TERMS AND CONDITIONS

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of 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 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: _____

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor [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 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 F 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 G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

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

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

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

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

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

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 H

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 DOJ.

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 I

NON-COLLUSION DECLARATION

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

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

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

EXHIBIT J

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 K

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.

| | | |
|------|-----------------|--------------------|
| Date | Signature/Title | Type or Print Name |
|------|-----------------|--------------------|

| | | |
|-----------------|---------|----------------|
| Name of Company | Address | City and State |
|-----------------|---------|----------------|

| | | |
|-----------|-------------|-------|
| Area Code | Telephone # | Fax # |
|-----------|-------------|-------|

Federal Tax ID Number

Response to RFP No.21-107CSSO

Oakland Unified School District
Personal Protective Equipment
For Chief Systems Service Officer
Attention: Procurement Department
900 High Street
Oakland, CA 94601

Annual Cost to District

See Exhibit C in the Proposal response section for products and costs.

Scope of Services

NDS Solutions is in a unique position as a small business, and as a member of AIA to have the buying power and resources of a \$230 million dollar organization behind us. Our relationships with the companies we represent and distribute for are long standing and give us access to a wide product offering both produced in the U S and Internationally. We have been able to provide PPE product through the pandemic supply shortage at competitive pricing. We have the resources, depending on the customers needs, to provide landed product from our regional warehouses or bring product in from international sources to provide the best cost and delivery time option for Oakland Unified Schools. All of the product we provide is vetted and certified to meet or exceed government standards. Many have had our agents at the manufacturing facility auditing the production and shipping to assure compliance.

NDS has a long history working with the State of California and during the pandemic has been a key supplier of gloves, masks and sanitizers, all difficult to procure PPE products. NDS has been vetted by and is a certified source by the California Emergency Services Authority (EMSA) and the Governor's Office of Emergency Services (OES) as a supplier.

More than product, what we provide are solutions to Oakland Unified' s challenges and obstacles. NDS is a resource to consult with to solve the challenges Oakland Unified will have navigating the pandemic. One of these was multi-level counters in schools at Oakland Unified was that shields were not providing protection and moving around on when set up not providing the needed protection. Along with the OUSD, NDS engineered taller shields that were stable and added an adhesive strip to the foot that attached so as not to move when placed in position on the counter. This solved a problem and provided protection to office howe workers. This is an example of how we provide solutions and not just products.

We look at our customers as our partners and take what we do for them personally to make every effort to meet their needs and deliver in their timeframe. We deliver on our trucks, with established carriers, and have driven and picked up product to deliver to your locations.

With NDS you will receive the best cost and quality product consistently and in the timeframe, you need it in, and we will always keep you informed.

Environmental Sustainability / Local Business

NDS is a certified small business with the State of California and with Alameda County which also cover working with The Port of Oakland, The City of Oakland and the Alameda County Transportation Authority.

State Of California Small Business Certificate - 1739008
Alameda County SLEB Certification – 18-00080

NDS is committed to respecting and protecting our environment and doing our part to ensure responsible environmental stewardship. NDS focuses efforts to work with suppliers who make an effort to provide environmental sustainability – our MVP suppliers are committed to a holistic approach from looking at labor, environmental and economic scenarios. NDS has been a primary sponsor of the Green Technology Show. Our focus has been to educate and show recyclable and recycled products.

At our offices we have:

- Motion detecting Light systems throughout our offices
- Removal of Fluorescent tubes and replacement with energy efficient LED lights.
- Move to a cloud based (Paper Free) order management and file storage system.
- Recycle all paper, electronic items, metal in offices.
- Use Amtrac to travel between offices and BART where practical in the Bay Area to travel.

Our bay area production has:

- Vegetable Based inks which are less harmful to environment than petroleum-based alternatives.
- Recycle all paper trimmings and make ready sheets.
- Recycle press plates, solvents, and waste ink to recycle centers not landfills.
- Our electronic prepress methods skip the film stage and eliminate photo chemicals and reduces water and energy use.

We give preference to suppliers who follow a green program and use recycled and recyclable packaging and materials.

Ability to Deliver on Proposed Solutions

Headquarters

NDS Headquarters
8300 Fair Oaks Blvd. Bld. 100
Carmichael, CA 95608
Phone 888-536-2630

Alameda Office

NDS Alameda/Bay Area
1320 Harbor Bay Parkway
Suite 116
Alameda, CA 94502
Phone 510-764-2000
Fax 510-764-2011

Additional Offices

Grass Valley
Reno

Qualifications

NDS has been in business since 1997 and has grown to have four offices in Northern California and Nevada. We service a wide list of businesses in that market area and internationally. NDS is set up as a corporation and has no debt and is a member of AIA with the backing on a \$230 million dollar company. NDS is in a strong financial position for the duration on this contract and longer.

The qualifications of the people working with Oakland Unified on this contract are:
Bob Knifsend is the lead contact and will be working with OUSD if it is awarder. Bob has 37 years' experience working with large accounts and consulting on programs with national accounts. Phone Line 510-764-2003 Email bknifsend@nds-solutions.com

His back up will be Bob Simmons the CEO with the company. Bob has 39 years' experience with National accounts and works with the State of California.
Phone Line 916-944-5775 Email bob@nds-solutions.com

The inside customer support person assigned to OUSD is Marilyn Camara. Marilyn has been with NDA for 16 years and is able to provide immediate customer support.
Phone Line 510-764-2000 Email mcamara@nds-solutions.com

NDS website and PPE store www.nds-solutions.com

Exhibit A

STANDARD RESPONSE FORM

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.

A. GENERAL INFORMATION

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

| | |
|---|---------------------|
| <u>NDS-Solutions</u> | <u>Bob Knifsend</u> |
| <u>1320 HARBOR BAY PARKWAY, STE 116</u> | <u>VP. SALES</u> |
| <u>ALAMEDA, CA 94502</u> | <u>510-764-2003</u> |

2. Tel: 510-764-2003 Website: NDS-solutions.com Email: Bknifsend@NDS-solutions.com

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:

| Name, Title | Location | Phone Number |
|--------------------|-------------------|---------------------|
| <u>Bob SIMMONS</u> | <u>SACRAMENTO</u> | <u>916-944-5717</u> |
| <u>CEO</u> | <u>OFFICE</u> | |
| | | |
| | | |
| | | |

6. Point of Contact if Contract is Awarded:

| Name, Title | Location | Phone Number |
|---------------------|----------------|---------------------|
| <u>Bob Knifsend</u> | <u>ALAMEDA</u> | <u>510-764-2003</u> |
| <u>V.P. SALES</u> | <u>OFFICE</u> | |
| | | |
| | | |
| | | |

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes

No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes

No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes

No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes

No

If yes, provide details:

Exhibit B

REFERENCES:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: ALAMEDA COUNTY General Services
Contact Name: THUY TRUONG
Title: Procurement & Contracts Specialist
Address: 1401 Lakeside Drive, Suite 907
Phone Number: 510-208-9643
Email: THUY.TRUONG@ACGOV.ORG
Services Provided: PPE

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: UNIVERSITY OF CALIFORNIA Berkeley
Contact Name: Jose Mendoza
Title: Procurement MANAGER
Address: 391 Haas Pavilion
Phone Number: 510-642-5822
Email: XMENDOZA@berkeley.edu
Services Provided: Misc. Services

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: San Jose State University
Contact Name: SYLVIA Sosa
Title: Contracts Administration Specialist
Address: One Washington Square
Phone Number: 408-924-1583
Email: SYLVIA.SOSA@SJSU.EDU
Services Provided: PPE CONTRACT

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 4:

Customer Name: GSA - Alameda County
Contact Name: John Grann
Title: GSA Purchasing Manager
Address: 1401 Lakeside Drive
Phone Number: 510-208-9627
Email: JOHN.GRANN@ACGOV.ORG
Services Provided: PPE Contracts & Products

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 5:

Customer Name: State of California

Contact Name: Eese VANG

Title: Supply

Address: 5900 Folsom Boulevard

Phone Number: 916-227-7247

Email: Eese.VANG@dot.ca.gov

Services Provided: PPE

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Exhibit C

PROPOSAL PRICE FORM

Service Description:

Annual Pricing:

Surgical Grade Masks

| | |
|------------|-----------|
| PRIMARY | 500,000 |
| Elementary | 700,000 |
| Adult | 1,000,000 |

| | |
|----------|------------|
| .108 ea. | \$ 54,000 |
| .108 ea. | \$ 75,600 |
| .125 ea. | \$ 125,000 |

Surgical Mask (Clear Window)

| | |
|----------|--------|
| Children | 50,000 |
| Adult | 50,000 |

| | |
|----------|-----------|
| 1.32 ea. | \$ 66,000 |
| 1.32 ea. | \$ 66,000 |

KN 95 MASKS

| | |
|----------|--------|
| Children | 10,000 |
| Adult | 90,000 |

| | |
|---------|-----------|
| .20 ea. | 2,000 |
| .21 ea. | \$ 18,900 |

HAND SANITIZER 70%

| | |
|-----------------|--------|
| 16 oz | 60,000 |
| 1 Gallon w/pump | 60,000 |

| | |
|----------|------------|
| 1.58 ea. | \$ 94,800 |
| 9.80 ea. | \$ 588,000 |

Alcohol Surface Wipes

| | |
|---------------|---------|
| 80 ct Tub 75% | 120,000 |
|---------------|---------|

| | |
|----------|------------|
| 2.25 ea. | \$ 270,000 |
|----------|------------|

Exhibit C

PROPOSAL PRICE FORM

Service Description:

Annual Pricing:

Nitrile Gloves 4.5 mil
EXAM 510/ASTM certified

Small 10,000 bx
Medium 10,000 bx
Large 10,000 bx
X Large 10,000 bx

10.90 bx \$109,000
10.90 bx \$109,000
10.90 bx \$109,000
10.90 bx \$109,000

Air Purifiers

Coway Distributor

model 250

model 350

Filters

Personal Air Purifier

DRUM FANS 42" 200

309.00 ea

420.00

312.00 ea

85.00 ea

395.00 ea \$79,000

Smocks

Disposable

Reusable

4.62 ea

22.75 ea

Generators

Solar

BATTERY

457.50 ea

432.00 ea

Exhibit C
PROPOSAL PRICE FORM

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

\$1,875,300

Additional Fees or Special Request Costs:

Signature Bob Knifsen

Print Name: Bob Knifsen

Title: V.P. Sales

Company Name: NDS

Print Name: NDS

Date: 10/27/2021

Surgical Disposable Masks



SURGICAL FACE MASK

EARLOOPS, 3LAYERS, LIGHT BLUE COLOR



Xiantao Yujie Protective Equipment Co., Ltd

Address: 45 Qingyu Lake Avenue, Xiantao
Hubei, CN 433000

Email: 786312098@qq.com

REF YF01

LOT 20210630

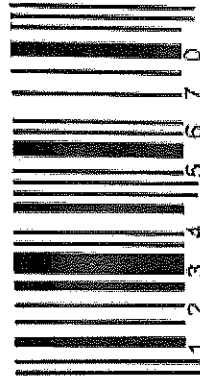
2021-06-30

2023-06-29



PureMDR GmbH

Address: Eschersheimer Landstraße 42
60322, Frankfurt am Main
Hessen, Germany



Made In China



Fiscal Year 2020

FDA REGISTRATION CERTIFICATE

Certificate Holder:

WENZHOU WOMA TECHNOLOGY CO., LTD

No. 385-441, Dongfang Road, Longgang City

Wenzhou, Zhejiang, 325802, CHINA

has completed the FDA Establishment Registration (as manufacturer), foreign exporter, contract manufacturer and Device Listing with the U.S. Food & Drug Administration.

Registration Number: N

Owner/Operator Number: 10068908

Device Listing:

| Device | Product Codes | Device Name |
|---------|---------------|---|
| 0389048 | CVU | ACCESSORY, SURGICAL APPAREL (Disposable Mask, KN95 PROTECTIVE MASKS, Child Protective Mask) |

Registration Expiration Date: 2020-12-31

J&F TECHNOLOGY SERVICES LLC has verified and declares that the above stated facility is registered with the US Food & Drug Administration, Center for Drug Evaluation and Research, Office of Drug Registration and Listing pursuant to the Code of Federal Regulation 21 CFR 207, on the date state above, and makes no other representations and warranties, nor does this certificate makes other representations and warranties to other person or entity other than the name certificate holder, for whose sole benefit it is issued. J&F TECHNOLOGY SERVICES LLC assumes no liability to any person or entity in connection with the foregoing. J&F TECHNOLOGY SERVICES LLC is a private registration agent and is not affiliated with the US Food and Drug Administration.

J&F TECHNOLOGY SERVICES LLC

2424 MoMi's Ave #18 Union

NEW JERSEY 07083

United States



Surgical Clear Adjustable Masks

Elastic ear loops



For both men
and Women

2 layers of fabric

Soft, clear,
washable, reusable

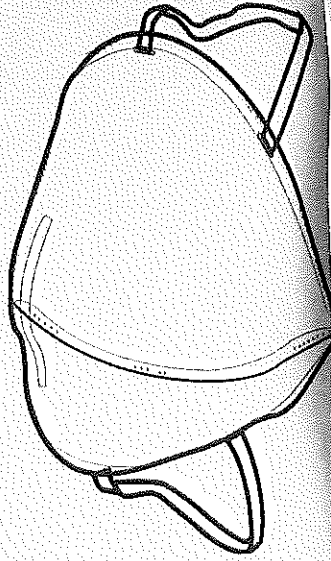
KN95 Masks



KN95 PROTECTIVE FACE MASK

- ✓ Anti-fog
- ✓ Anti-haze
- ✓ Anti-particle

Filter efficiency: $\geq 95\%$



30 pcs

NON-MEDICAL



KN95 RESPIRATOR



**Fiscal Year 2020
FDA REGISTRATION CERTIFICATE**

Certificate Holder:

WENZHOU WOMA TECHNOLOGY CO., LTD

No. 385-441, Dongfang Road, Longgang City

Wenzhou, Zhejiang, 325002, CHINA

has completed the FDA Establishment Registration (as manufacturer), foreign exporter, contract manufacturer and Device Listing with the U.S. Food & Drug Administration.

Registration Number: N

Owner/Operator Number: 10068908

Device Listing

| Device | Product Code | Device Name |
|---------|--------------|---|
| 0389448 | LVU | ACCESSORY, SURGICAL AIRBELL (Disposable Mask, KN95 PROTECTIVE MASKS, Child Protective Mask) |

Registration Expiration Date: 2020-12-31

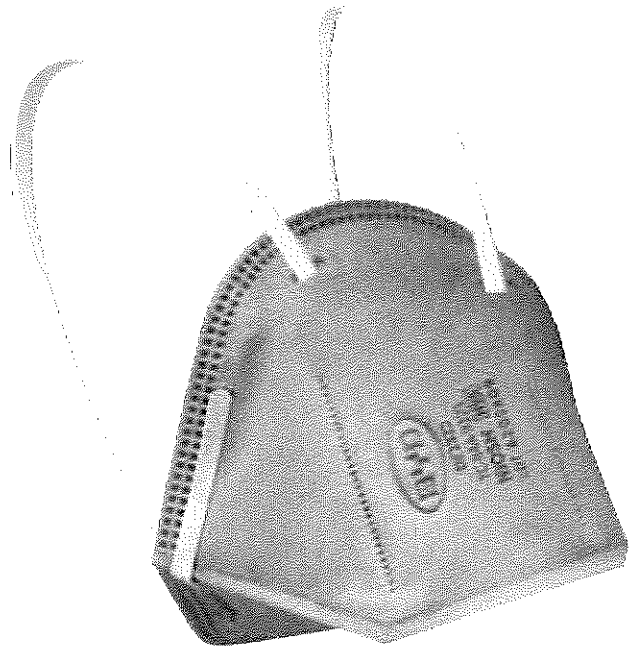
I&F TECHNOLOGY SERVICES LLC has verified and declares that the above stated facility is registered with the US Food & Drug Administration, Center for Drug Evaluation and Research, Office of Drug Registration and Listing pursuant to the Code of Federal Regulation 21 CFR 207, on the date state above, and makes no other representations and warranties, nor does this certificate makes other representations and warranties to other person or entity other than the name certificate holder, for whose sole benefit it is issued. I&F TECHNOLOGY SERVICES LLC assumes no liability to any person or entity in connection with the foregoing. I&F TECHNOLOGY SERVICES LLC is a private registration agent and is not affiliated with the US Food and Drug Administration.

I&F TECHNOLOGY SERVICES LLC
2424 Morris Ave 818 Union
NEW JERSEY 07083
United States



Hand Sanitizer

N95 Masks



MAKRITE 9500-N95

TC-84A-5411

NIOSH N95



Makrite Industries, Inc.

Telephone: () - - - - -



This respirator is only approved in the following configuration:

| TC- | Protection ¹ | Respirator | Cautions and Limitations ² |
|-------|-------------------------|---------------|---------------------------------------|
| 84A-F | N95 | 9500-N95 X | ABCJMNOP |

1. Protection

N95-Particulate Filter(95 % filter efficiency level) effective against particulate aerosols free of oil; time use restrictions may apply

2. Cautions and Limitations

- A - Not for use in atmospheres containing less than 19.5% oxygen.
- B - Not for use in atmospheres immediately dangerous to life or health.
- C - Do Not exceed maximum use concentrations established by regulatory standards
- J - Failure to properly use and maintain this product could result in injury or death.
- M - All approved respirators shall be selected, fitted, used, and maintained in accordance with MSHA, OSHA and other applicable regulations
- N - Never substitute, modify, add, or omit parts. Use only exact replacement parts in the configur.
- O - Refer to users instructions, and/or maintenance manuals for information on use and maintenance of these respirators.
- P - NIOSH does not evaluate respirators for use as surgical masks.



PANIRÓSA®

Instant
**Hand
Sanitizer**



KILL

SAFETY DATA SHEET**HAND SANITIZER**

NANJING AOGRAND INTERNATIONAL TRADE CORPORATION.

SDS

- According to GHS (Seventh Revised Edition)

Section 1 Product and Company Identification**> Product Identifier**

Product Name HAND SANITIZER

Synonyms -

> Relevant Identified Uses of the Substance or Mixture and Uses Advised AgainstRelevant Identified
Uses Please consult manufacturer.

Uses Advised Against Please consult manufacturer.

> Details of the Supplier of the Safety Data Sheet

Applicant Name NANJING AOGRAND INTERNATIONAL TRADE CORPORATION.
 Application Address NO.205 SHUANGGAO ROAD, QIQIAO INDUSTRIAL PARK, GAOCHUN DISTRICT
 NANJING CITY, P.R.CHINA 211302
 Applicant Post Code 211302
 Applicant Telephone +86-25-57853789
 Applicant Fax —
 Applicant E-mail doc@aogrand.com
 Supplier Name NANJING AOGRAND INTERNATIONAL TRADE CORPORATION.
 Supplier Address NO.205 SHUANGGAO ROAD, QIQIAO INDUSTRIAL PARK, GAOCHUN DISTRICT
 NANJING CITY, P.R.CHINA 211302
 Supplier Post Code 211302
 Supplier Telephone +86-25-57853789
 Supplier Fax —
 Supplier E-mail S@aogrand.com

> Emergency Phone NumberEmergency Phone
Number +86-25-57850785**Section 2 Hazards Identification**

Hazard class and label elements of the product according to GHS (the seventh revised edition):

> GHS Hazard Class

Flammable Liquids Category 2

> GHS Label Elements

Protecting of First-aiders breathing, give artificial respiration and consult a physician immediately. Ensure that medical personnel are aware of the substance involved. Take precautions to protect themselves and prevent spread of contamination.

> Most Important Symptoms and Effects, both Acute and Delayed

- 1 Substance accumulation, in the human body, may occur and may cause some concern following repeated or long-term occupational exposure.

> Indication of Any Immediate Medical Attention and Special Treatment Needed

- 1 Treat symptomatically.
- 2 Symptoms may be delayed.

Section 5 Fire Fighting Measures

> Extinguishing Media

Suitable Extinguishing Media Dry chemical, carbon dioxide or alcohol-resistant foam.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter or spread fire.

> Specific Hazards Arising from the Substance or Mixture

- 1 Will form explosive mixtures with air.
- 2 Fire exposed containers may vent contents through pressure relief valves thereby increasing fire intensity and/ or vapour concentration.
- 3 Vapours may travel to source of ignition and flash back.
- 4 Liquid and vapour are flammable.
- 5 Containers may explode when heated.
- 6 Fire exposed containers may vent contents through pressure relief valves.
- 7 May expansion or decompose explosively when heated or involved in fire.

> Advice for Firefighters

- 1 As in any fire, wear self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) and full protective gear.
- 2 Fight fire from a safe distance, with adequate cover.
- 3 Prevent fire extinguishing water from contaminating surface water or the ground water system.

Section 6 Accidental Release Measure

> Personal Precautions, Protective Equipment and Emergency Procedures

- 1 Avoid breathing vapors and contacting with skin and eye.
- 2 Beware of vapours accumulating to form explosive concentrations.
- 3 Vapours can accumulate in low areas.
- 4 Emergency personnel wear positive pressure self-contained breathing apparatus. Wear protective and anti-static clothing. Wear chemical impermeable gloves.
- 5 Ensure adequate ventilation. Remove all sources of ignition.
- 6 Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.
- 7 Use personal protective equipment. Avoid breathing vapours, mist, gas or dust.

> Environmental Precautions

| | | | | | |
|--|---------------|-----|-----|---|-----|
| | Germany (DFG) | - | 5 | - | 20 |
| | Denmark | 0.5 | 3.1 | 1 | 6.2 |
| | Australia | - | 5 | - | - |

Biological Limit Values

No information available

Monitoring Methods

- 1 EN 14042 Workplace atmospheres. Guide for the application and use of procedures for the assessment of exposure to chemical and biological agents.
- 2 GBZ/T 160 Determination of toxic substances in workplace air(Series effective standard)and GBZ/T 300 Determination of toxic substances in workplace air(Series standard).

> Engineering Controls

- 1 Ensure adequate ventilation, especially in confined areas.
- 2 Ensure that eyewash stations and safety showers are close to the workstation location.
- 3 Use explosion-proof electrical/ventilating/lighting/equipment.
- 4 Set up emergency exit and necessary risk-elimination area.

> Personal Protection Equipment

| | |
|---------------------------------|--|
| Eye Protection | Tightly fitting safety goggles (approved by EN 166(EU) or NIOSH (US). |
| Hand Protection | Wear protective gloves (such as butyl rubber) , passing the tests according to EN 374(EU),US F739 or AS/NZS 2161.1 standard. |
| Respiratory protection | If exposure limits are exceeded or if irritation or other symptoms are experienced, use a full-face respirator with multi-purpose combination (US) or type AXBEK (EN 14387) respirator cartridges. |
| Skin and Body Protection | Wear fire/flame resistant/retardant clothing and antistatic boots. |

Section 9 Physical and Chemical Properties

| | |
|--|--|
| Appearance: colourless transparent liquid | Odor: No information available |
| Odor Threshold: No information available | pH: No information available |
| Melting Point/Freezing Point (°C): No information available | Initial Boiling Point and Boiling Range (°C): No information available |
| Flash Point (°C)(Closed Cup): 21 | Evaporation Rate: No information available |
| Flammability: Not applicable | Upper/lower explosive limits[% (v/v)]: Upper limit: No information available; Lower limit: No information available |
| Vapor Pressure (KPa): No information available | Relative Vapour Density(Air = 1): No information available |
| Relative Density(Water=1): No information available | Solubility: No information available |
| n-Octanol/Water Partition Coefficient: No information available | Auto-Ignition Temperature(°C): No information available |
| Decomposition Temperature (°C): No information available | Kinematic Viscosity (mm²/s): No information available |
| Particle characteristics: Not applicable | |

Section 10 Stability and Reactivity

| | |
|-------------------|---|
| Reactivity | Contact with incompatible substances can cause decomposition or other chemical reactions. |
|-------------------|---|

> Reproductive Toxicity

No information available

> Reproductive Toxicity (Additional)

No information available

> STOT-Single Exposure

No information available

> STOT-Repeated Exposure

No information available

> Aspiration Hazard

No information available

Section 12 Ecological Information**> Acute Aquatic Toxicity**

| Component | CAS No. | Fish | Crustaceans | Algae |
|-----------|----------|---|-----------------------------------|--------------------------|
| Trolamine | 102-71-6 | LC ₅₀ : 11800mg/L (96h)(Fish) | EC ₅₀ : 610mg/L (48h) | No information available |
| Ethanol | 64-17-5 | LC ₅₀ : 11000mg/L (96h)(Fish) | EC ₅₀ : 9950mg/L (48h) | No information available |

> Chronic Aquatic Toxicity

No information available

> Others

Persistence and Degradability
Bioaccumulative Potential
Mobility in Soil

No information available

No information available

No information available

Results of PBT and vPvB Assessment

Ethanol does not meet the criteria for PBT and vPvB according to Regulation (EC) No 1907/2006, annex XIII.
 Acrylic acid Polymers does not meet the criteria for PBT and vPvB according to Regulation (EC) No 1907/2006, annex XIII.
 Trolamine does not meet the criteria for PBT and vPvB according to Regulation (EC) No 1907/2006, annex XIII.
 Water does not meet the criteria for PBT and vPvB according to Regulation (EC) No 1907/2006, annex XIII.

Section 13 Disposal Considerations**Waste Chemicals**

Before disposal should refer to the relevant national and local laws and regulation. Recommend the use of incineration disposal.

Contaminated Packaging

Containers may still present chemical hazard when empty. Keep away from hot and ignition source of fire. Return to supplier for recycling if possible.

> Disclaimer

This Safety Data Sheet (SDS) was prepared according to UN GHS (the 7th revised edition). The data included was derived from international authoritative database and provided by the enterprise. Other information was based on the present state of our knowledge. We try to ensure the correctness of all information. However, due to the diversity of information sources and the limitations of our knowledge, this document is only for user' s reference. Users should make their independent judgment of suitability of this information for their particular purposes. We do not assume responsibility for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product.



Description

Advanced Caliber Hand Sanitizer is a premium alcohol antiseptic 80% topical solution. This large 1 gallon hand sanitizer bottle is designed to refill liquid hand sanitizer dispensers. Liquid sanitizer can be used in most liquid refillable pump and spray containers. We would like to encourage all customers to take advantage of this high quality alcohol based hand sanitizer as it is an essential tool in the fight against the Coronavirus COVID-19 pandemic. Available with pump.

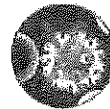
Alcohol Surface Wipes

75% ALCOHOL

Portable



Staphylococcus aureus



Candida albicans



Bacillus coli



Pseudomonas aeruginosa

100 PCS/bucket

Description

These portable alcohol wipes are a fast-acting anti-bacterial wipe. Made of high quality soft non-woven fabric. 100 Cleaning Wipes per Packed in The large multipurpose cleaning wipes pull out one wipe, swipe & you're done. Safety saturated with 75% Isopropyl Alcohol. It contains 75% alcohol for the rapid disinfection of non-porous surfaces and non-invasive devices. The dome lid container with an easy thread cap allows for quick dispensing. These highly effective and fragrance-free wipes are an excellent cleaning companion for travel, hotels, restaurants, homes, office supplies, belongings, children's toys, car steering wheels, seats, etc

Nitrile Gloves

POWDER FREE EXAMINATION GLOVES



Made in Malaysia

10 ^{Boxes} X 100 ^{Gloves}

This Product is Not Made With Natural Rubber Latex

NITRILE POWDER FREE EXAMINATION GLOVES

- Non-sterile
- Ambidextrous
- Single use only
- Fingertip Textured
- Made from component materials which comply with FDA Regulations for Food Contact 21 CFR 177.2600

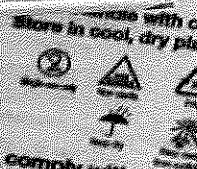


100
GLOVES
PER BOX

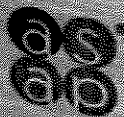
Materials which comply with
Food Contact 21 CFR 177.2600

MADE IN MALAYSIA

Made from component materials which comply with
FDA Regulations for Food Contact 21 CFR 177.2600



20572



NITRILE POWDER FREE EXAMINATION GLOVES

20572

10 ^{Boxes} X 100 ^{Gloves}

This Product is Not Made With Natural Rubber Latex

Made in Malaysia

Small
20572

510(k) SUMMARY**JUN 30 2014****1.0 Submitter:**

Name: Mr. Francis V
 Address: Advanced Healthcare Products Sdn Bhd
 Lot 60 & 61, Lorong Senawang 3/2,
 Senawang Industrial Estate,
 70450 Seremban, Negeri Sembilan Darul Khusus,
 Malaysia.
 Phone No.: +60 6 678 4188
 Fax No.: +60 6 678 4777

Date of Summary Report: June 27, 2014

2.0 Name of the device:

Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile

Common Name: Patient Examination Glove

Classification Name: Patient Examination Gloves (21 CFR 880.6250 product code LZA)

Regulatory Class I

3.0 Identification of The Legally Marketed Devices that equivalency is claimed:

Dermagrip Ultra Powder Free Blue Nitrile Patient Examination Gloves Non-Sterile (and various brandnames)

510(k) : K110979

MDL : D133849

Regulatory Class I

Product Code : LZA

4.0 Description of The Device:

| Predicate K110979 | Current K132354 |
|--|---|
| Dermagrip Ultra Powder Free Blue Nitrile Patient Examination Gloves Non-Sterile (and various brandnames) meets all the requirements of ASTM standard D6319-10 and FDA 21 CFR 880.6250. | <p>Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile meets all the requirements of ASTM standard D6319-10 and FDA 21 CFR 880.6250.</p> <p>The powder free nitrile examination glove is manufactured from synthetic rubber latex. Inner surface of gloves undergo surface treatment process to produce a smooth surface that assists the user in donning the gloves with ease without using any lubricant such as powder on the glove surface. The glove is ambidextrous; i.e. can be worn on right hand or left hand.</p> |

510(k) SUMMARY

| CHARACTERISTICS | STANDARDS | DEVICE PERFORMANCE | |
|---------------------|---|--|---|
| | | Predicate K110979 | Current K132354 |
| Biocompatibility | Primary Skin Irritation - ISO 10993-10:2010(E) & Consumer Product Safety Commission, Title 16, Chapter II, Part 1500 | Passes (Not a primary skin irritant) There was no erythema or oedema noted on abraded or non-abraded sites at 24±1 hours and 72±1 hours. The Primary Irritation Index (PII) of test material was "0". | Passes (Not a primary skin irritant) There was no erythema or oedema noted on abraded or non-abraded sites at 24±1 hours and 72±1 hours. The Primary Irritation Index (PII) of test material was "0". |
| | Dermal Sensitization - ISO 10993-10:2010(E) & Consumer Product Safety Commission, Title 16, Chapter II, Part 1500.3(c)(4) | Passes (Not a contact sensitizer) There was no positive allergic reaction observed during the challenge phase (at 0±2, 24±2 hours and 48±2 hours) in animals treated with the test material and negative control. | Passes (Not a contact sensitizer) There was no positive allergic reaction observed during the challenge phase (at 0±2, 24±2 hours and 48±2 hours) in animals treated with the test material and negative control. |
| Watertight (1000ml) | ASTM D5151-06 (Reapproved 2011) | Passes | Passes AQL 2.5 |
| Intended Use | - | The powder free examination glove is a specialty medical glove which is a disposable device intended for medical purposes that is worn on the examiner's hand or forefinger to prevent contamination between examiner and patient bodily fluids, waste or environment. | A patient examination glove is a disposable device intended for medical purposes that is worn on the examiner's hand or finger to prevent contamination between patient and examiner. |

510(k) SUMMARY

9.0 Conclusion

The conclusions drawn from the nonclinical and clinical tests that demonstrate that the device is as safe, as effective, and performs as well as or better than the legally marketed device.

Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile will perform according to the gloves performance standards such as ASTM standards, and FDA requirements for water leak test on pinhole AQL. Consequently, the device is substantially equivalent to currently marketed devices.

Page 2 – Mr. Francis V

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); medical device reporting (reporting of medical device-related adverse events) (21 CFR 803); good manufacturing practice requirements as set forth in the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Act); 21 CFR 1000-1050.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address <http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>. Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21CFR Part 807.97). For questions regarding the reporting of adverse events under the MDR regulation (21 CFR Part 803), please go to <http://www.fda.gov/MedicalDevices/Safety/ReportaProblem/default.htm> for the CDRH's Office of Surveillance and Biometrics/Division of Postmarket Surveillance.

You may obtain other general information on your responsibilities under the Act from the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address <http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>.

Sincerely yours,

Tejasvri Purohit-Sheth, M.D.

Tejasvri Purohit-Sheth, M.D.
Clinical Deputy Director
DAGRID/ODE/CDRH FOR

Erin I. Keith, M.S.
Director
Division of Anesthesiology, General Hospital,
Respiratory, Infection Control and
Dental Devices
Office of Device Evaluation
Center for Devices and
Radiological Health

Enclosure

Establishment Registration & Device Listing

[FDA Home](#) [Medical Devices](#) [Databases](#)

[New Search](#)

[Back To Search Results](#)

| | |
|---|---|
| Proprietary Name: | GRAB GLOVES |
| Classification Name: | POLYMER PATIENT EXAMINATION GLOVE |
| Product Code: | <u>LZA</u> |
| Device Class: | 1 |
| Regulation Number: | <u>880.6250</u> |
| Medical Specialty: | General Hospital |
| Registered Establishment Name: | <u>ADVANCED HEALTHCARE PRODUCTS SDN BHD</u> |
| Registered Establishment Number: | 3002807536 |
| Premarket Submission Number: | <u>K132354</u> |
| Owner/Operator: | <u>ADVANCED HEALTHCARE PRODUCTS SDN BHD</u> |
| Owner/Operator Number: | 16049125 |
| Establishment Operations: | Manufacturer |

Page Last Updated: 08/31/2020

Note: If you need help accessing information in different file formats, see instructions for downloading viewers and players.

Language Assistance Available: [Español](#) | [繁體中文](#) | [Tiếng Việt](#) | [한국어](#) | [Tagalog](#) | [Русский](#) | [العربية](#) | [Kreyòl Ayisyen](#) | [Français](#) | [Polski](#) | [Português](#) | [Italiano](#) | [Deutsch](#) | [English](#)

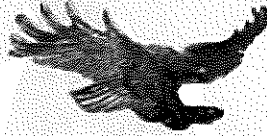
U.S. Food and Drug Administration

10903 New Hampshire Avenue
Silver Spring, MD 20993
Ph 1-888-INFO-FDA (1-888-463-6332)
Contact FDA



[For Government](#) | [For Press](#)

- [Combination Products](#)
- [Advisory Committees](#)
- [Science & Research](#)
- [Regulatory Information](#)
- [Safety](#)
- [Emergency Preparedness](#)
- [International Programs](#)
- [News & Events](#)
- [Training and Continuing Education](#)
- [Inspections/Compliance](#)
- [State & Local Officials](#)
- [Consumers](#)
- [Industry](#)
- [Health Professionals](#)
- [FDA Archive](#)



Certificate of Registration 2020

This is to certify that the registration of

ADVANCED HEALTHCARE PRODUCTS SDN BHD

**LOT 60 & 61, LORONG SENAWANG 3/2, SENAWANG INDUSTRIAL ESTATE, SEREMBAN
NEGERI SEMBILAN, MALAYSIA - 70450**

*with U.S. Food and Drug Administration as required by 21 CFR Part 807 is
successfully completed by Liberty Management Group Ltd. with the information
provided by the above company.*

FEI Number : 3002807536
Date of Expiration : December 31, 2020
U.S. Agent : LIBERTY MANAGEMENT GROUP LTD.
Certificate Number : 3007100120

This certificate does not make representations or warranties to any person or entity other than the named certificate holder; it is issued for record keeping purpose only. This certificate does not denote endorsement or approval of certificate holder's facility or product by the U.S. food and Drug Administration. Liberty management Group Ltd. assumes no liability to any person or entity in connection with the foregoing.

The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Liberty Management Group Ltd. is not affiliated with the U.S. Food and Drug Administration.

LMG LIBERTY
MANAGEMENT
GROUP LTD.
75 Executive Drive, Aurora, Illinois, USA
www.fdahelp.us

A handwritten signature in black ink, reading "Manoj Zacharias".

Manoj Zacharias
President
Liberty Management Group LTD.
Dated: July 13, 2020



JOB REF NO. : 2020-09-29-009
DATE RECEIVED : SEPTEMBER 29, 2020
DATE REPORTED: OCTOBER 09, 2020
PAGE: 1 of 5

Test Report No. : CRSSA/201047993-CA47855
Company : R Republic Sdn Bhd
D-19-03 Sunway Nexis, Jalan PJU 5/1 Dataran Sunway
47810 Petaling Jaya, Selangor

TEST REPORT

Sample Description : Disposable Powder Free Nitrile Examination Gloves
Brand Name :
Style : S Size
Lot No. : LOT20200802
Colour : Blue
Manufacturer : Advanced Healthcare Products Sdn Bhd
Production Date : 01.08.2020
Country of Origin : Malaysia
Country of Destination : United State
Size : S
Quantity Tested : 200 pieces
Test Conducted : Freedom from holes
Test Method : ASTM D6319-10 (Reapproved 2015)
Testing Period : 29 September 2020 – 09 October 2020

Based on submitted samples, the following results obtained :-

Acceptable Quality Limit (AQL) : 1.5 Accept : 10 Found : 0
Result : Within AQL

SIGNED FOR AND ON BEHALF OF
SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON
SECTION HEAD
IKM No. M/3983/6401/12/14

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at <http://www.sgs.com/en/Terms-and-Conditions.aspx> and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at <http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Documents.aspx>. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 14 days only for perishable food samples, 30 days only for non-perishable food samples, and 90 days only for fats, oils and feed samples.

SGS (Malaysia) Sdn Bhd
Lot 4, Persiaran Jubil Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.

Lot 4, Persiaran Jubil Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.
t +6(03) 7627 0090 f +6 (03) 7627 0082 www.sgs.com

Member of the SGS Group (SGS SA)



JOB REF NO. : 2020-09-29-009
 DATE RECEIVED : SEPTEMBER 29, 2020
 DATE REPORTED: OCTOBER 09, 2020
 PAGE: 3 of 5


Test Report No. : CRSSA/201047993-CA47855
Company : R Republic Sdn Bhd
D-19-03 Sunway Nexis, Jalan PJU 5/1 Dataran Sunway
47810 Petaling Jaya, Selangor

TEST REPORT

Sample Description : Disposable Powder Free Nitrile Examination Gloves
 Brand Name :
 Style : S Size
 Lot No. : LOT20200802
 Colour : Blue
 Manufacturer : Advanced Healthcare Products Sdn Bhd
 Production Date : 01.08.2020
 Country of Origin : Malaysia
 Country of Destination : United State
 Size : S
 Sample Quantity : 13 pieces per test
 Test Conducted : Tensile Strength & Elongation (Before Ageing & After Ageing)
 Test Method : ASTM D6319-10 (Reapproved 2015)
 Ageing : 70 ± 2 Deg C for 166 ± 2 hrs
 Testing Period : 29 September 2020 – 09 October 2020

| Size | Sample No. | <u>BEFORE AGEING</u> | | <u>AFTER AGEING</u> | |
|------|------------|------------------------|-------------------------|------------------------|-------------------------|
| | | Tensile Strength (MPa) | Ultimate Elongation (%) | Tensile Strength (MPa) | Ultimate Elongation (%) |
| S | 1 | 34.8 | 520 | 31.8 | 460 |
| | 2 | 36.7 | 520 | 31.5 | 460 |
| | 3 | 34.7 | 500 | 31.5 | 460 |
| | 4 | 36.5 | 520 | 32.2 | 500 |
| | 5 | 34.1 | 520 | 33.8 | 480 |
| | 6 | 30.8 | 480 | 32.4 | 460 |
| | 7 | 30.2 | 480 | 32.2 | 480 |
| | 8 | 32.6 | 480 | 29.4 | 460 |
| | 9 | 34.1 | 500 | 34.6 | 480 |
| | 10 | 31.0 | 480 | 35.0 | 480 |
| | 11 | 32.3 | 480 | 33.3 | 460 |
| | 12 | 32.8 | 480 | 34.9 | 480 |
| | 13 | 33.8 | 480 | 31.7 | 460 |

Requirements: 14 min 500 min 14 min 400 min
 SIGNED FOR AND ON BEHALF OF
 SGS (MALAYSIA) SDN BHD


 CHEE TUCK CHOON
 SECTION HEAD
 IKM No. M/3983/6401/12/14

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at <http://www.sgs.com/en/Terms-and-Conditions.aspx> and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at <http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Documents.aspx>. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 14 days only for perishable food samples, 30 days only for non-perishable food samples, and 90 days only for fats, oils and feed samples.



JOB REF NO. : 2020-09-29-009
DATE RECEIVED : SEPTEMBER 29, 2020
DATE REPORTED: OCTOBER 09, 2020
PAGE: 5 of 5

Test Report No. : CRSSA/201047993-CA47855
Company : R Republic Sdn Bhd
D-19-03 Sunway Nexis, Jalan PJU 5/1 Dataran Sunway
47810 Petaling Jaya, Selangor

TEST REPORT

Sample Description : Disposable Powder Free Nitrile Examination Gloves
Brand Name :
Style : S Size
Lot No. : LOT20200802
Colour : Blue
Manufacturer : Advanced Healthcare Products Sdn Bhd
Production Date : 01.08.2020
Country of Origin : Malaysia
Country of Destination : United State
Size : S
Quantity Tested : 3 pieces
Test Conducted : Aqueous Extractable Protein Content
Test Method : ASTM D5712-15
Testing Period : 29 September 2020 – 09 October 2020

On testing the samples, the following results were obtained:-

| SIZE | AQUEOUS EXTRACTABLE PROTEIN CONTENT, $\mu\text{g}/\text{dm}^2$ |
|------|--|
| S | NOT DETECTED |

Note: Detection limit = 20 $\mu\text{g}/\text{dm}^2$

SIGNED FOR AND ON BEHALF OF
SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON
SECTION HEAD
IKM No. M/3983/6401/12/14

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at <http://www.sgs.com/en/Terms-and-Conditions.aspx> and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at <http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Document.aspx>. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 14 days only for perishable food samples, 30 days only for non-perishable food samples, and 90 days only for fats, oils and feed samples.

SGS (Malaysia) Sdn Bhd
Lot 4, Persiaran Jubli Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.

Lot 4, Persiaran Jubli Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.
t +6(03) 7627 0080 f +6 (03) 7627 0082 www.sgs.com

Member of the SGS Group (SGS SA)



JOB REF NO. : 2020-09-29-009
 DATE RECEIVED : SEPTEMBER 29, 2020
 DATE REPORTED: OCTOBER 09, 2020
 PAGE: 2 of 5

Test Report No. : CRSSA/201048067-CA47854
Company : R Republic Sdn Bhd
D-19-03 Sunway Nexis, Jalan PJU 5/1 Dataran Sunway
47810 Petaling Jaya, Selangor

TEST REPORT

Sample Description : Disposable Powder Free Nitrile Examination Gloves
 Brand Name :
 Style : S Size
 Lot No. : LOT20200802
 Colour : Blue
 Manufacturer : Advanced Healthcare Products Sdn Bhd
 Production Date : 01.08.2020
 Country of Origin : Malaysia
 Country of Destination : Europe
 Size : S
 Quantity Tested : 13 pieces
 Test Conducted : Dimensions
 Test Method : EN 455 Part 2:2015
 Testing Period : 29 September 2020 – 09 October 2020

Based on submitted samples, the following results obtained :-

| Size | S | S | S | S | S | S | S | S | S | S | S | S | S | Median |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| Width Median: 80±10mm | 87 | 85 | 86 | 85 | 85 | 85 | 84 | 87 | 84 | 85 | 86 | 85 | 86 | 85 |
| Length Median: ≥ 240mm | 245 | 243 | 244 | 241 | 248 | 242 | 242 | 245 | 246 | 247 | 247 | 242 | 245 | 245 |

Remark : 1) This remark supersedes report no. CRSSA/201047992-CA47854

SIGNED FOR AND ON BEHALF OF
 SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON
 SECTION HEAD
 IKM No. M/3983/6401/12/14

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at <http://www.sgs.com/en/Terms-and-Conditions.aspx> and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at <http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Documents.aspx>. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's Instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 14 days only for perishable food samples, 30 days only for non-perishable food samples, and 90 days only for fats, oils and feed samples.

SGS (Malaysia) Sdn Bhd
 47810 Petaling Jaya, Selangor

Lot 4, Persiaran Jubli Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.
 t +6(03) 7627 0080 f +6 (03) 7627 0082 www.sgs.com

Member of the SGS Group (SGS SA)



JOB REF NO. : 2020-09-29-009
DATE RECEIVED : SEPTEMBER 29, 2020
DATE REPORTED: OCTOBER 09, 2020
PAGE: 4 of 5

Test Report No. : CRSSA/201048729-CA48979
Company : R Republic Sdn Bhd
D-19-03 Sunway Nexis, Jalan PJU 5/1 Dataran Sunway
47810 Petaling Jaya, Selangor

TEST REPORT

Sample Description : Disposable Powder Free Nitrile Examination Gloves
Brand Name :
Style : M Size
Lot No. : LOT20200802
Colour : Blue
Manufacturer : Advanced Healthcare Products Sdn Bhd
Production Date : 01.08.2020
Country of Origin : Malaysia
Country of Destination : Europe
Size : M
Quantity Tested : 5 pieces
Test Conducted : Powder Content
Test Method : EN455 Part 3:2015
Testing Period : 29 September 2020 – 09 October 2020

On testing the samples, the following results were obtained:-

| <u>SIZE</u> | <u>Average Powder Mass per Glove</u> |
|-------------|--------------------------------------|
| M | 1.76 mg |

Remark : 1) This remark supersedes report no. CRSSA/201047992-CA47854

SIGNED FOR AND ON BEHALF OF
SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON
SECTION HEAD
IKM No. M/3983/6401/12/14

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at <http://www.sgs.com/en/7Terms-and-Conditions.aspx> and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at <http://www.sgs.com/en/7Terms-and-Conditions/Terms-e-Document.aspx>. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's Instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 14 days only for perishable food samples, 30 days only for non-perishable food samples, and 90 days only for fats, oils and feed samples.

SGS (Malaysia) Sdn Bhd
Petaling Jaya 47810

Lot 4, Persiaran Jubli Perak, Seksyen 22, 40300 Shah Alam, Selangor Darul Ehsan, Malaysia.
t +6(03) 7627 0080 f +6 (03) 7627 0082 www.sgs.com

Member of the SGS Group (SGS SA)

510(k) SUMMARY**JUN 30 2014****1.0 Submitter:**

Name: Mr. Francis V
 Address: Advanced Healthcare Products Sdn Bhd
 Lot 60 & 61, Lorong Senawang 3/2,
 Senawang Industrial Estate,
 70450 Seremban, Negeri Sembilan Darul Khusus,
 Malaysia.
 Phone No.: +60 6 678 4188
 Fax No.: +60 6 678 4787

Date of Summary Report: June 27, 2014

2.0 Name of the device:

Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile

Common Name: Patient Examination Glove

Classification Name: Patient Examination Gloves (21 CFR 880.6250 product code LZA)

Regulatory Class I

3.0 Identification of The Legally Marketed Devices that equivalency is claimed:Dermagrip Ultra Powder Free Blue Nitrile Patient Examination Gloves Non-Sterile
(and various brandnames)

510(k) : K110979

MDL : D133849

Regulatory Class I

Product Code : LZA

4.0 Description of The Device:

| Predicate K110979 | Current K132354 |
|--|--|
| Dermagrip Ultra Powder Free Blue Nitrile Patient Examination Gloves Non-Sterile (and various brandnames) meets all the requirements of ASTM standard D6319-10 and FDA 21 CFR 880.6250. | Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile meets all the requirements of ASTM standard D6319-10 and FDA 21 CFR 880.6250. The powder free nitrile examination glove is manufactured from synthetic rubber latex. Inner surface of gloves undergo surface treatment process to produce a smooth surface that assists the user in donning the gloves with ease without using any lubricant such as powder on the glove surface. The glove is ambidextrous; i.e. can be worn on right hand or left hand. |

510(k) SUMMARY

| CHARACTERISTICS | STANDARDS | DEVICE PERFORMANCE | |
|---------------------|---|--|---|
| | | Predicate K110979 | Current K132354 |
| Biocompatibility | Primary Skin Irritation – ISO 10993-10:2010(E) & Consumer Product Safety Commission, Title 16, Chapter II, Part 1500 | Passes (Not a primary skin irritant) There was no erythema or oedema noted on abraded or non-abraded sites at 24±1 hours and 72±1 hours. The Primary Irritation Index (PII) of test material was "0". | Passes (Not a primary skin irritant) There was no erythema or oedema noted on abraded or non-abraded sites at 24±1 hours and 72±1 hours. The Primary Irritation Index (PII) of test material was "0". |
| | Dermal Sensitization - ISO 10993-10:2010(E) & Consumer Product Safety Commission, Title 16, Chapter II, Part 1500.3(c)(4) | Passes (Not a contact sensitizer) There was no positive allergic reaction observed during the challenge phase (at 0±2, 24±2 hours and 48±2 hours) in animals treated with the test material and negative control. | Passes (Not a contact sensitizer) There was no positive allergic reaction observed during the challenge phase (at 0±2, 24±2 hours and 48±2 hours) in animals treated with the test material and negative control. |
| Watertight (1000ml) | ASTM D5151-06 (Reapproved 2011) | Passes | Passes AQL 2.5 |
| Intended Use | - | The powder free examination glove is a specialty medical glove which is a disposable device intended for medical purposes that is worn on the examiner's hand or forefinger to prevent contamination between examiner and patient bodily fluids, waste or environment. | A patient examination glove is a disposable device intended for medical purposes that is worn on the examiner's hand or finger to prevent contamination between patient and examiner. |

510(k) SUMMARY

9.0 Conclusion

The conclusions drawn from the nonclinical and clinical tests that demonstrate that the device is as safe, as effective, and performs as well as or better than the legally marketed device.

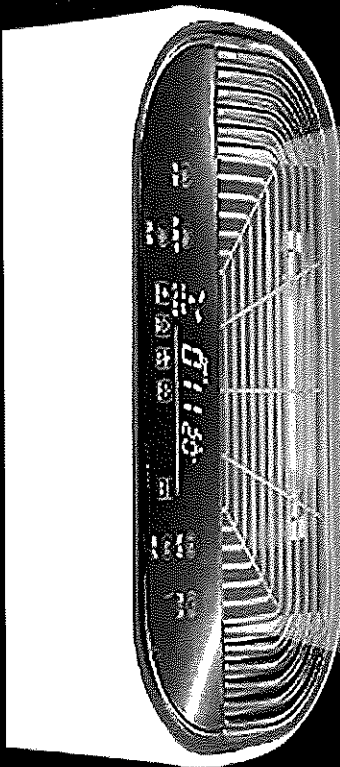
Powder Free Blue Nitrile Patient Examination Glove, Non-Sterile will perform according to the gloves performance standards such as ASTM standards, and FDA requirements for water leak test on pinhole AQL. Consequently, the device is substantially equivalent to currently marketed devices.

Air Purifiers

Built-in ultraviolet germicidal lamp

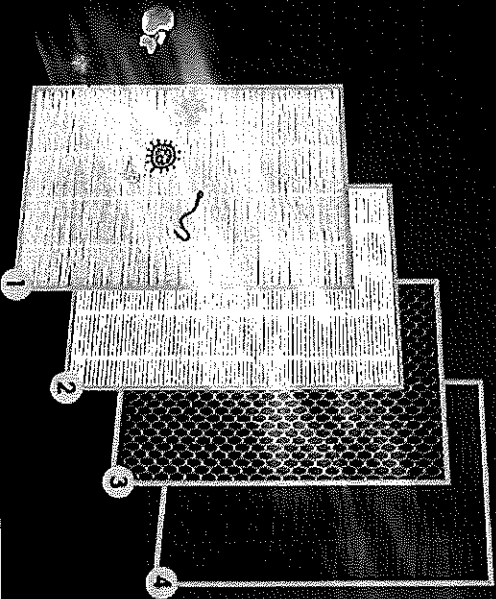


UV-C ultraviolet lamp can kill mites, bacteria and microorganisms at one time



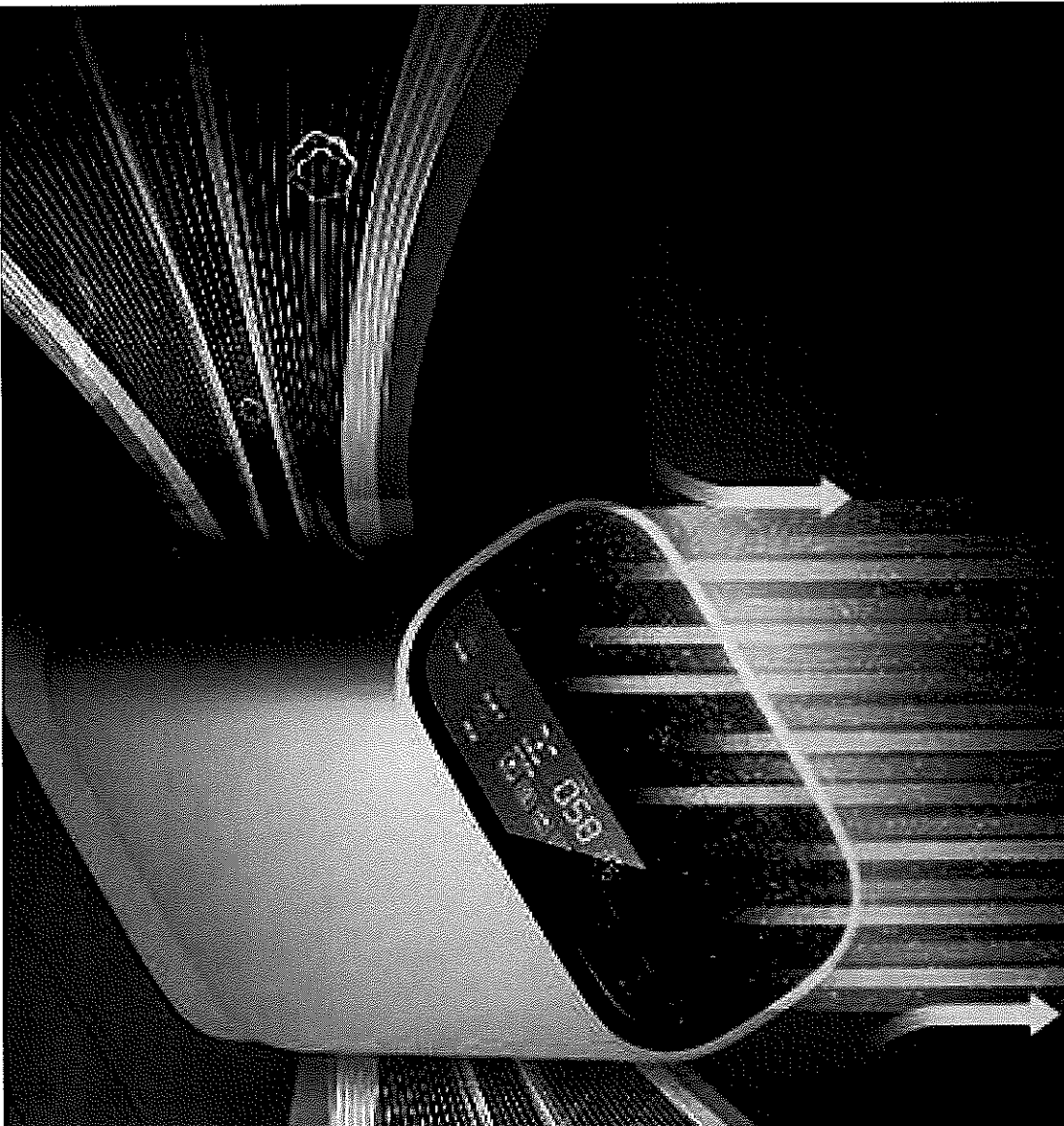
Multiple filters, fully adsorb impurity bacteria

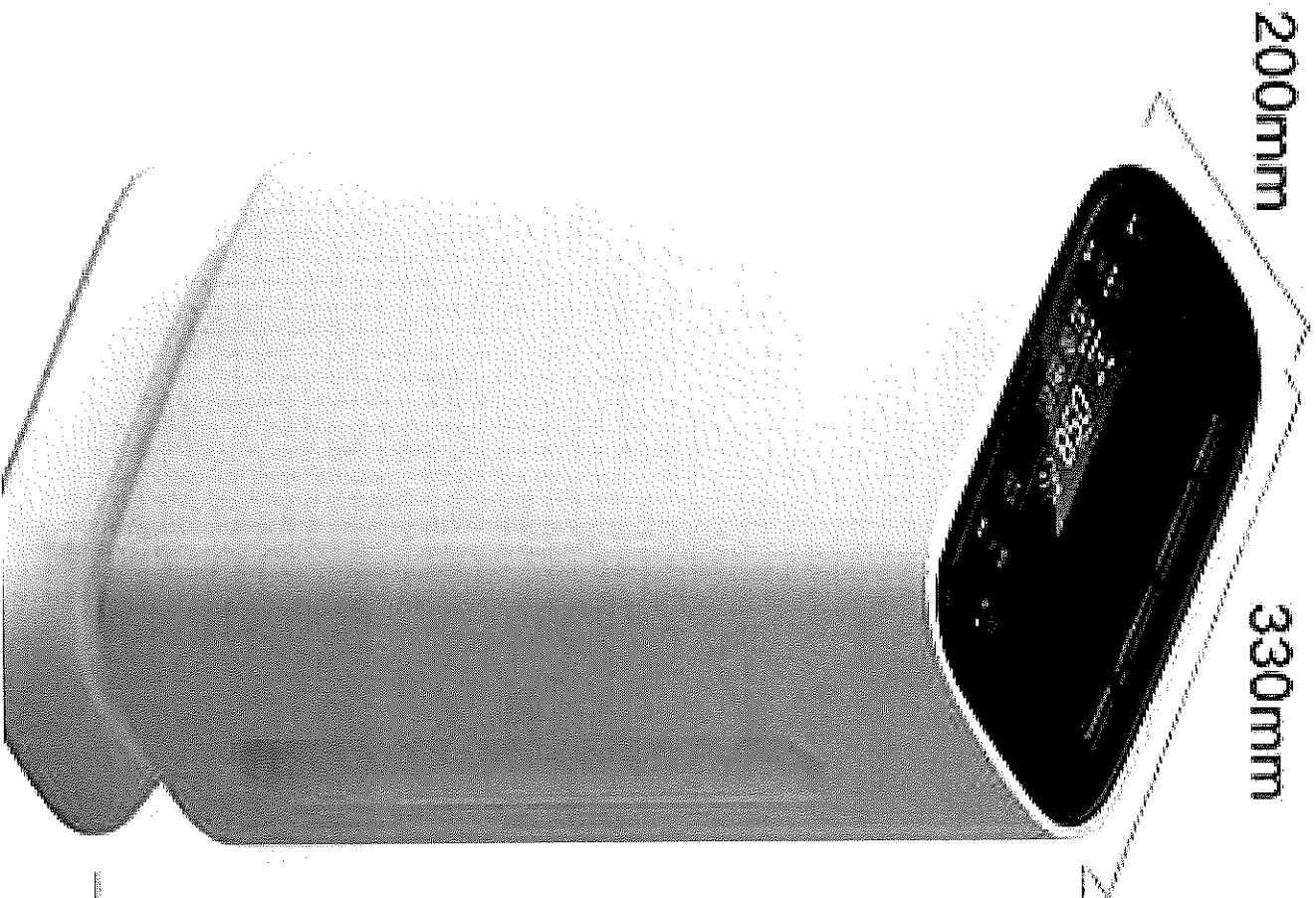
Activated carbon aldehyde removal filter



30-50 m²
Application area

5 min
Purify indoor formaldehyde





Rated voltage 220V

Rated frequency 50Hz

Rated power 35W

Application area 30m²–50m²

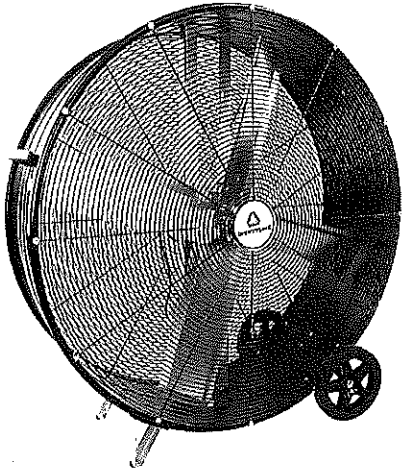
Product size 330*200*500mm

Detection function Air quality
temperature sensor

Wind speed adjustment low, mid, high

Timing function 1–12h

Drum Fans



Product Details

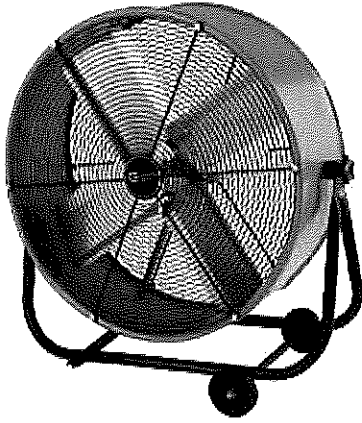
The CountyLine BF42BDPECL 42 in. Belt Drive Drum Fan with Poly Housing will blow you away with its powerful airflow. It's an ideal choice for cooling large indoor spaces in a factory or warehouse, on a construction job, or in a gym and arrives fully assembled! This durable fan has a unique polyethylene housing and angled interior struts to resist impacts that would otherwise damage steel housing competitors, and is ready to go anywhere thanks to built-in handles and 9 in. diamond tread wheels. Choose between two speed settings powered by a belt-driven motor and 4-blade assembly to throw as much air your way as efficiently and quietly as possible.

- High-quality drum fan moves up to 10,000 CFM on high
- 9 in. spoked diamond tread wheels and built-in handles for easy mobility
- Easily accessible rocker switch on rear grille for hi-off-low speed operation
- Durable fan is belt-driven for ultra quiet operation
- Dent-resistant high density polyethylene housing
- Angled interior struts for added strength and durability
- Easy-to-use belt drive drum fan is suitable for indoor usage
- Powder-coated, rust-resistant OSHA compliant grilles
- C/UL/US Listed
- CountryLine 42 in. Belt Drive Drum Fan is backed with a 3-year limited warranty

Specifications

| Specification | Description |
|--------------------------|----------------|
| Brand | CountyLine |
| Product Weight | 115 lb. |
| Product Length | 19.5 in. |
| Warranty | 3-Year Limited |
| Adjustable Height | Yes |
| Adjustable Tilt Function | No |
| Air Current Rating | 7 Amps |
| Airflow Volume | 10000 CFM |

| Specification | Description |
|--------------------------|--|
| Amperage | 7 Amps |
| Application/Use | Residential or Commercial Air Circulation - not for use in wet, damp, or dusty present |
| Blade Diameter | 42 in. |
| Blade Length | 42 in. |
| Blade Material | Aluminum |
| Built-In Timer | No |
| Cord Length | 7.5 ft. |
| Country of Origin | Imported |
| Fan Diameter | 44 in. |
| Fan Type | Internal |
| Grille Material | Rust resistant |
| Indoor and/or Outdoor | Indoor |
| Ionizing | No |
| Material | Polyethylene |
| Misting | No |
| Mounting Location | Standalone |
| Non-Slip Base | Yes |
| Number of Blades | 4 |
| Number of Light Sockets | 0 |
| Number of Speeds | 2 |
| Oscillating Design | No |
| Power Rating | 120 V |
| Power Type | Electric |
| Product Height | 45.5 in. |
| Product Width | 44 in. |
| Recommended Room Size | 0 Large |
| Remote Control | No |
| Sound Level | 0 Not Tested |
| Tilt Angle | 0 deg. |
| Wattage | 661 W |
| Manufacturer Part Number | BF42BDPECL |



Product Identifiers

- Brand
Commercial Electric
- MPN
BF42BDCE

Product Key Features

- Power Source
Electric
- Items Included
Feet
- Number of Speeds
2
- Suitable For
Indoor
- Blade Orientation
Axial
- Energy Star
Compliant
- Color
Orange
- Power Phase
1 Phase
- Voltage
120 V
- Features
360 Degree Rotation, Wheels, Quiet Operation
- Cable Length
Cordless
- Dimensions
42 in
- Material
Steel
- Type
Drum

Dimensions

- Item Height
42 in
- Item Diameter
42"

Smocks



Description

This isolation gown is made of 65GSM washable polyester, with PU coating, which is fluid and stain resistance. Full back with tie closure, one size fits all. Soft white knitted cuffs. With tape seam help to protect inside cloth well. This polyester could wash more than 25 times.



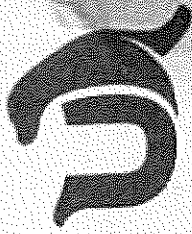
Description

Reusable isolation gown can be used in hospital, laboratory, food industry, electronic manufactures, anywhere need protection. Prevent to cross infection in medical treatment at sanitation field. Strong and durable, elastic band at wrist. Half cover, full cover, two styles! Size:S,M,L. Material:Cotton Start by ordering it and get your team on track!

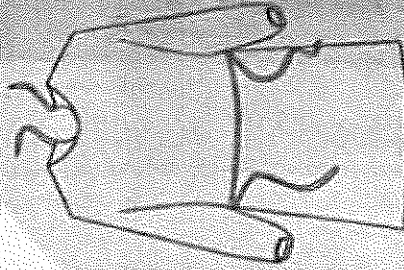
UNIGOWN

Protective Isolation Gown

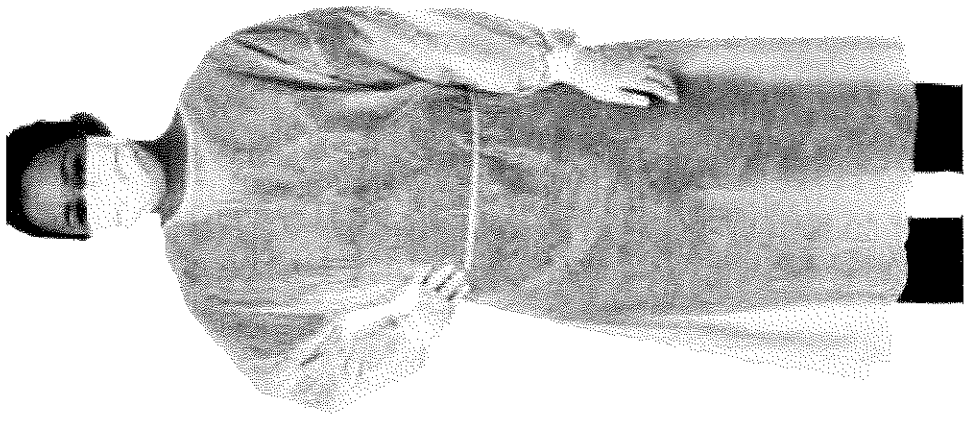
- Yellow
- Fluid-Resistant Gown
- Elastic Cuffs, Waist and Neck Ties
- Sewn Seams for Superior Strength
- Lightweight Polypropylene
- Latex-free



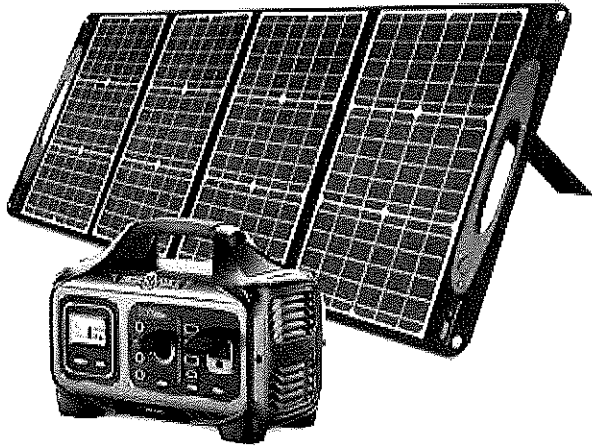
UNISEAL®
SOLUTIONS AT HAND



50 GOWNS
(5 Bags x 10 Gowns)



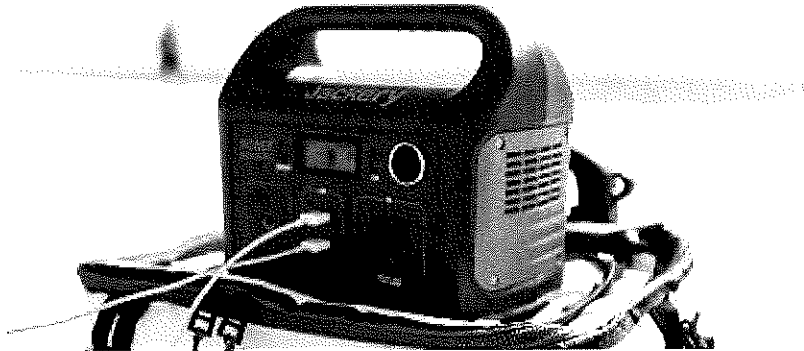
Generators



280WH/78000mAh Solar Generator with 110V Pure Sine Wave AC Outlet, USB-C PD Input/Output, QC 3.0, CPAP Backup Lithium Battery for Outdoor Camping Adventure Emergency.

POWER FOR MULTIPLE DEVICES

200W CONTINUOUS/400W PEAK OUTPUT




PHONE
290mAh @ 5V


DRONE
60mAh @ 5V


LAPTOP
400mAh @ 12V


TV
4.3h @ 12V


CAR FRIDGE
15h @ 12V


CPAP
11.2h @ 12V

Jackery 200-Watt Continuous/400-Watt Peak Output
Power Station Explorer 290 Push Button Start Battery
Generator for Outdoors

Exhibit D

TERMS AND CONDITIONS

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of 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 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: Bob Kifano
Date: 10/26/2021

EXHIBIT F 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.



NDSSOLU-01

VMCCORTNEY

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|--|-------------------------------|--|
| PRODUCER License # 0B48084 Wraith, Scarlett & Randolph Insurance Services, Inc. 509 Bush Street Woodland, CA 95695 | CONTACT NAME: PHONE (A/C, No, Ext): (530) 662-9181 | | FAX (A/C, No): (530) 662-6452 | |
| | E-MAIL ADDRESS: | | | |
| INSURED NDS Solutions Inc. DBA NDS Bob Simmons 8300 Fair Oaks Blvd Ste. 100 Carmichael, CA 95608 | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A : Mercury Insurance Company | | 27553 | |
| | INSURER B : | | | |
| | INSURER C : | | | |
| | INSURER D : | | | |
| | INSURER E : | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | CACM000006015 | 8/1/2021 | 8/1/2022 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CACM000006015 | 8/1/2021 | 8/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of Insurance

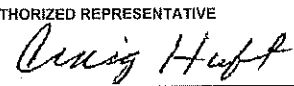
| | |
|--|--|
| CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland, CA 94601 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

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

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

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

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

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

Contractor Name: NDS-Solutions
By Bob Knifsend
Signature of Authorized Signer Bob Knifsend
Title of Signor V.P. Sales
By _____

Signature of Authorized Signor

Title of Signor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--------------------------------------|-------------------------------|
| PRODUCER Warner Pacific Insurance 32110 Agoura Rd Westlake Village CA 91361 | CONTACT NAME: Kelly Lake | PHONE (A/C, No, Ext): (818) 225-0101 | FAX (A/C, No): (818) 575-2394 |
| | E-MAIL ADDRESS: Kelly.Lake@warnerpacific.com | | |
| INSURED NDS SOLUTIONS INC 8300 FAIR OAKS BLVD STE 100 CARMICHAEL CA 95608 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Employers Assurance Company | | 25402 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: CL21102909940 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | EIG150750109 | 03/23/2021 | 03/23/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Oakland Unified School District Oakland School RFP 900 High Street Oakland CA 94601 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Kelly Lake</i> |

© 1988-2015 ACORD CORPORATION. All rights reserved.

(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 E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither NDS-Solutions, Inc nor [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 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 10/28 day of 2021 [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 H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

NOS-Solutions, 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 DOJ.

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

Executed at Alameda Office, California, on 10/28 / 2021

Bob Knifsend

Typed or Printed Name

V.P. SALES

Title

Bob Knifsend

Signature

1320 Harbor Bay Parkway

Alameda, CA 94502
Address

510-744-2003

Telephone Number

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 I

NON-COLLUSION DECLARATION

I, Bob Knifsend, 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

10/28/2021

Name of Vendor

NDS-Solutions

Printed Name of Authorized Company Representative

Bob Knifsend

Signature of Authorized Company Representative

Bob Knifsend

EXHIBIT J

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 K

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.

| | | |
|-----------------|----------------------------------|--------------------|
| 10/28/2021 | Bob Kingland V.P. Sales | Bob |
| Date | Signature/Title | Type or Print Name |
| NDS-Solutions | 1320 Harbor Bay Parkway, Ste 116 | Alameda, CA |
| Name of Company | Address | City and State |
| 510 | 764-2003 | 764-2011 |
| Area Code | Telephone # | Fax # |

45-4885340

Federal Tax ID Number