| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 25-1543 |
| Introduction Date | 6/25/25 |
| Enactment Number | |
| Enactment Date | |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

**Meeting Date** June 25, 2025

**Subject** Approval of Resolution No. 2425-0228 Authorizing Use of *Graydon* Exception to Public Bidding; Approval by the Board of Education of Amendment No. 1 to Services Agreement between Oakland Unified School District and Blenderbox, Inc.;
Contractor: Blenderbox, Inc.
Services For: July 1, 2025 - June 30, 2028

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**Ask of the Board** Approve Resolution No. 2425-0228 Authorizing Use of *Graydon* Exception to Public Bidding; Approve Amendment No. 1 to Services Agreement between Oakland Unified School District and Blenderbox, Inc., New York, NY, for the latter to provide licensing, hosting, upgrades, support and enhancements for the EnrollWise platform for the period July 1, 2025 to June 30, 2025 for an amount not to exceed $900,000, consisting of a) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2025-26 school year, b) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2026-27 school year, and c) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2027-28 school year, increasing the total contract amount from $570,000 to $1,470,000.

**Background** The Oakland Unified School District has successfully used the EnrollWise platform provided by BlenderBox, Inc. as its enrollment system for the past three years. The system is used to allow families to explore and apply to schools, and to run the lottery to match students to their single best offer, given the District's lottery priorities and admissions boundaries. The initial selection of Blenderbox was based upon a competitive-bid process (Award of Bid to Blenderbox, Inc. in Response to RFP# 21-108SWC) and approved by the Board of Education on May 25, 2022 as File ID 22-1176. In addition to the annual software licensing fees, the District has professional services to configure, customize and enhance the EnrollWise platform, both as part of the original contract (File ID 22-1176) and in separate contracts (File

ID 24-2731, File ID 25-0984, and File ID 25-0985) to support enhancing and expanding the platform to serve other areas.

**Discussion**

The District now seeks to renew licensing, hosting, upgrades, and support for the EnrollWise platform for the next three years at a cost identical to that stipulated in the original contract, and seeks to engage additional professional services to further enhance the capabilities of the platform.

The professional services offered by BlenderBox for this contract are designed to provide ongoing, annual upgrades and improvements to the Enrollwise platform. These upgrades and improvements are driven by stakeholder feedback garnered from families, clerical staff, and site leaders, and are designed to make the tool more accessible and user-friendly to families in keeping with the provisions on Board Policy 5115

**Fiscal Impact**

$150,000 from 2025-26 Funding Resource General Purpose (GP), Data Processing, License Agreements, Districtwide:
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

$150,000 from 2025-26 Funding Resource: State Lottery, Data Processing, License Agreements, Districtwide:
010-1100-0-0000-7700-5825-999-9860-1605-9999-99999

$150,000 from 2026-27 Funding Resource: General Purpose (GP), Data Processing, License Agreements, Districtwide:
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

$150,000 from 2026-27 Funding Resource: State Lottery, Data Processing, License Agreements, Districtwide:
010-1100-0-0000-7700-5825-999-9860-1605-9999-99999

$150,000 from 2027-28 Funding Resource: General Purpose (GP), Data Processing, License Agreements, Districtwide:
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999

$150,000 from 2027-28 Funding Resource: State Lottery, Data Processing, License Agreements, Districtwide:
010-1100-0-0000-7700-5825-999-9860-1605-9999-99999

**Attachment(s)**

- Resolution No. 2425-0228
- Amendment No. 1 to Services Agreement with Estimate OUSD-050825 and Statement of Work
- Services Agreement (Legistar File ID #22-1176)

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

**RESOLUTION NO. 2425-0228**

**AUTHORIZING USE OF *GRAYDON* EXCEPTION TO PUBLIC BIDDING FOR CONTRACT WITH BLENDERBOX, INC. AND APPROVING AMENDMENT NO. 1 TO SERVICES AGREEMENT**

**WHEREAS,** the Oakland Unified School District ("District") has a need to contract with a vendor to provide hosting, licensing, upgrades support, and ongoing enhancements for the EnrollWise platform used to allow families to explore and apply to schools, and to run the lottery to match students to their single best offer, given the District's lottery priorities and admissions boundaries.;

**WHEREAS**, the contemplated Amendment No. 1 is in an amount of $900,000, consisting of a) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2025-26 school year, b) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2026-27 school year, and c) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2027-28 school year, increasing the total contract amount from $570,000 to $1,470,000;

**WHEREAS**, under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding;

**WHEREAS**, one exception to this competitive bidding requirement is where "the nature of the subject of the contract is such that [bidding] would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible." (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 645.)

**WHEREAS**, under this exception, a contract need not be bid where bidding would not serve its intended purpose--namely, to protect taxpayers from possible waste and dissipation of public funds--because it would "substantially impair[]" the public entity's ability to operate, and/or would impose unnecessary additional costs (*Ibid.*);

**WHEREAS**, the District has been successfully utilizing the EnrollWise software provided by Blenderbox, Inc. for the past three school years, and relies on the software and services to manage the District's enrollment process, including the family-facing portal to allow families to explore and apply to OUSD schools, and the administrative tools to run the lottery to match students to their single best offer;

**WHEREAS**, the District has already invested significant professional services to configure, customize and enhance the EnrollWise platform, as part of the original contract (File ID 22-1176) and separate follow-on contracts (File ID 24-2731, File ID 25-0984, and File ID 25-0985) to further enhance and expand the platform to serve other areas;

**WHEREAS,** in addition to professional services paid to Blenderbox, Inc., the District has invested significant staff time to integrate enrollment data from EnrollWise with the Aeries Student Information System;

**WHEREAS**, the initial selection of Blenderbox was based upon a competitive-bid process (Award of Bid to Blenderbox, Inc. in Response to RFP# 21-108SWC) and approved by the Board of Education on May 25,2022 as File ID 22-1176;

**WHEREAS**, the Oakland Unified School District receives the EnrollWise platform at a price which is competitive with other leading enrollment platforms, and the annual license fee for the current renewal period has not been increased from that reflected in the original contract;

**WHEREAS**, a transition to another enrollment system would be a significant project with significant one-time costs;

**WHEREAS**, it would be cost-prohibitive, and could result in time gaps in the management, integration and reporting of student enrollment data, to transition to another system;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board finds and declares that going out to bid for the software renewal and services provided by Blenderbox, Inc. would not produce any advantage, would result in wasted taxpayer funds, and would substantially impair the District's ability to operate because it could result in time gaps in the management, integration, and reporting of student enrollment data

2. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631 and related case law, allowing the District to contract directly with Blenderbox, Inc.

3. Amendment No. 1 to the Services Agreement with Blenderbox, Inc., for the period July 1, 2025 to June 30, 2028 for an amount not to exceed $900,000, consisting of a) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2025-26 school year, b) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2026-27 school year, and c) $150,000 for the EnrollWise platform and $150,000 in professional services for platform enhancements for the 2027-28 school year, increasing the total contract amount from $570,000 to $1,470,000, is hereby approved.

**PASSED AND ADOPTED** on June 25, 2025, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

**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 June 25, 2025.

| **Legislative File** | |
|---|---|
| File ID Number: | 25-1543 |
| Introduction Date: | 6/25/25 |
| Enactment Number: | |
| Enactment Date: | |
| By: | |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

**AMENDMENT NO.** 1 to
Services Agreement
("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. **Services**.

☐ The SERVICES are unchanged.

☒ The SERVICES have changed as indicated below:

☒ A description of the changes in the SERVICES is attached.

☐ The changes in the SERVICES involve the following:

See attached estimate OUSD-050825 and Statement of Work

B. **Term**.

☐ The term of the AGREEMENT is unchanged.

☒ The term of the AGREEMENT has changed as indicated below:

Original End Date: June 30, 2025

New End Date: June 30, 2028

C. **Compensation**.

☐ The not-to-exceed amount in the AGREEMENT is unchanged

☒ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is $570,000.

| The original not-to-exceed amount shall be increased by: | OR | The original not-to-exceed amount shall be decreased by: |
|---|---|---|
| $900,000 | | $ |

The new not-to-exceed amount is $1,470,000.

D. **Insurance**. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.

E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.

2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.

4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

**VENDOR**

Name: Sarah Jeffries
Signature:

Position: President
Date: 05 / 15 / 2025

**OUSD**

Name: Jennifer Brouhard
Signature:

Position: Board President, Oakland Unified School District
Date:

☒ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell
Signature:

Position: Superintendent and Secretary, Board of Education
Date:

**Template approved as to form by OUSD Legal Department.**

# EXHIBIT A to Amendment 1 - Statement of Work

General Description of Services to be Provided:

- Vendor will extend existing software licenses for EnrollWise for an additional three years:
    - ● $150,000 for Year 4 (2025-26)
    - ● $150,000 for Year 5 (2026-27)
    - ● $150,000 for Year 6 (2027-28)
- Vendor will provide an additional $450,000 in professional services over the three-year term. The professional services offered by BlenderBox for this contract are designed to provide ongoing, annual upgrades and improvements to the Enrollwise platform as requested by the Oakland Unified School District (OUSD) Enrollment Department and agreed to by Blenderbox. These upgrades and improvements are driven by OUSD stakeholder feedback garnered from families, clerical staff, and site leaders, and are designed to make the tool more accessible and user-friendly to families in keeping with the provisions on OUSD Board Policy 5115 -- Enrollment Stabilization.

**BLENDERBOX INC**

228 Park Ave S 92796
New York, NY 10003
+17189634594
leugenio@blenderbox.com
www.blenderbox.com

# Estimate

ADDRESS
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

ESTIMATE OUSD-050825
DATE 05/08/2025

| WORK DESCRIPTION | AMOUNT |
|---|---|
| Professional Services (on-demand)<br>07/01/2025-06/30/2028 | 450,000.00 |
| EnrollWise License Fees<br>● $150,000 for Year 4 (2025-26)<br>● $150,000 for Year 5 (2026-27)<br>● $150,000 for Year 6 (2027-28) | 450,000.00 |

TOTAL **$900,000.00**

Accepted By

Accepted Date

Please make payable to Blenderbox, Inc. and remit ACH payment to:

ACH and Wire Routing #: 026013576
Bank Name: Flagstar Bank
Bank City: New York, NY
Bank Account #: 1503493795
Name of Account: Blenderbox Inc.

| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 22-1176 |
| Introduction Date | 5/25/22 |
| Enactment Number | 22-0787 |
| Enactment Date | 5-25-2022 CJH |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Information Services Officer

**Meeting Date** May 25, 2022

**Subject** Agreement for Purchase of Software License from Blenderbox, Inc.

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**Ask of the Board** Approve Services Agreement

**Services** Blenderbox, Inc., New York, NY, will provide a student application system that meets 3 main needs: (1) allows families to explore schools, (2) allows families to apply to schools, and (3) runs a lottery to match students to their single best offer, given the District's lottery priorities and admissions boundaries.

**Term** Start Date: May 26, 2022 End Date: June 30, 2025

**Not-To-Exceed Amount** $570,000.00

**Competitively Bid** Yes

**In-Kind Contributions** n/a

**Funding Source(s)** AB 1840 - $120,000 (one-time)

- This will cover the first year build-out of the new platform

State Lottery, Data Processing, License Agreements, Districtwide Expense

- $150,000 for Year 1 (2022-23)
- $150,000 for Year 2 (2023-24)
- $150,000 for Year 3 (2024-24)
- 010-1100-0-0000-7700-5846-999-9860-1605-9999-99999

**Background** A student application system serves as an important tool for supporting families to learn about and apply to Oakland Unified schools. The District has previously contracted with SchoolMint to provide this system. After the initial build-out, the annual, ongoing cost of this new system is $150,000. For context, the contracts

with SchoolMint for the previous three years were the following amounts: $257,184 for 2021-22, $198,500 for 2020-21, and $333,500 for 2019-20.

After releasing a Request for Proposal, reviewing the 3 proposals received, and scoring the proposals, staff is bringing forward this contract with Blenderbox, Inc., New York, NY.

The District scoring included members from the following offices/sites: Enrollment, Tech Services, Special Education, Early Childhood, site-based staff member.

**Attachment(s)**

- Resolution # 2122-0228
- Service Agreement with Blenderbox, Inc.
- Request for Proposal
- Proposal received by Blenderbox, Inc.

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

Resolution No. 2122-0228

Award of Bid to Blenderbox, Inc. in Response to RFP# 21-108SWC

**WHEREAS,** on October 5, 2021, OUSD issued RFP# 21-108SWC("RFP"); and

**WHEREAS,** on November 15, 2021, OUSD received at least one responsive bid to RFP# 21-108SWC, including by Blenderbox, Inc., New York, NY ("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 Services Agreement for 2021-2022.

**PASSED AND ADOPTED** on May 25, 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: Aimee Eng, VanCedric Wiliams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos Chavez, Mike Hutchinson

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 May 25, 2022.

| Legislative File | |
|---|---|
| File ID Number: | 22-1176 |
| Introduction Date: | 5/25/22 |
| Enactment Number: | 22-0787 |
| Enactment Date: | 5-26-2022 CJH |

**OAKLAND UNIFIED SCHOOL DISTRICT**

5-26-2022

Gary Yee
President, Board of Education

5-26-2022

Kyla Johnston-Trammell
Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney, J. Sterling Elmore, 04/28/2022.

# SERVICES 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"):
**Blenderbox**

The PARTIES hereby agree as follows:

1. **Term**.
   a. This Agreement shall start on the below date ("Start Date"): **May 26, 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"):
      **June 30, 2025**
      If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

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

3. **Alignment and Evaluation**.
   a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are

aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

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

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

6. **Confidentiality and Data Privacy**.

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services,

provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
   (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
   (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
   (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership**. OUSD acknowledges and agrees that the VENDOR owns all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant OUSD any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

   The VENDOR confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

VENDOR grants to OUSD, and OUSD may grant to student parents and guardians ("Authorized Users"), a nonexclusive right to use VENDOR's EnrollWise SaaS software and the configurations and improvements of the Software (the "Software") created by VENDOR in performance of this Agreement (the "Improvements") in Oakland, California for the purposes of OUSD admissions and enrollment activities. This right terminates upon expiration or termination of this Agreement for any reason. Vendor retains all right, title and interest in and to the Licensed Materials.

The Software and Improvements (collectively, the "Licensed Materials") may not be used for any purpose other than as described in the paragraph above. Neither OUSD nor any Authorized User may: (a) reproduce, duplicate, copy, sell, resell or exploit access to the Licensed Materials, use of the Licensed Materials, or any portion thereof (including, but not limited to the HTML, CSS or any visual design elements); (b) modify, reverse engineer, adapt or otherwise tamper with the Licensed Materials; (c) use the Licensed Materials in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement; or (d) use the Licensed Materials to transmit "spam", viruses, self-replicating computer programs ("worms") or any code of a destructive or malicious nature. OUSD is responsible for use by Authorized Users.

8. **Compensation**. OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.
   a. The compensation under this Agreement shall not exceed:

      **$**570,000

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

costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

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

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

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

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

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

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name,

VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

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

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

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

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

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

Title: President, Blenderbox

Address: 228 PARK AVE S, STE 92796

City, ST Zip: NEW YORK, NY 10003

Phone: 718.963.4594

Email: sjeffries@blenderbox.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.

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;
   (iii) the contract between OUSD and VENDOR is in writing;
   (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 Contractor's 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, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver**. No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

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

25. **Conflict of Interest**.
    a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior

approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

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

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

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

29. **Audit**. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this

Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation**. This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

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

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

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

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

35. **Captions and Interpretations**. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that

PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

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

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

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

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

40. **Signature Authority**.
    a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
    b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been

delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

a. 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: Sarah Jeffries Signature: _____

Position: President, Blenderbox Date: 04 / 26 / 2022

*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: Gary Yee Signature: _____

Position: President, Board of Education Date: 5-26-2022

x Board President

☐ Superintendent

☐ Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: 5-26-2022

***Approved as to form by J. Sterling Elmore, OUSD Staff Attorney 04/25/2022.***

# EXHIBIT A

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

Vendor will provide a student application system that meets the following requirements:

- Family-centered user experience
  - Families should be able to easily use the system to create an account and submit an application. Furthermore, the system must be mobile-friendly and designed with multilingual families in mind in order to best serve Oakland families.
- Easy to use for staff
  - Different staff members should be able to easily use the system with permissions set according to their user type.
- Best-in-class school search tool
  - Families should be able to research the best school for their child in a manner similar to how they might use other search tools.
- Intuitive application and lottery management
  - OUSD staff should be able to easily and intuitively manage the inputs for the lottery and should be able to rely on the algorithm to run accurately and effectively.
- Seamless data reporting and integrations
  - Staff members should be able to easily access system data and seamlessly read/write data in both directions between the student application system and our student information system (Aeries).
- High quality customer service
  - Staff members should be able to partner with the vendor to receive timely and precise responses to staff questions and needs, especially when the system is not working as expected.

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.

X 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.
Click or tap here to enter text.

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

☐ Hourly Rate: **$**Click or tap here to enter text. per hour

☐ Daily Rate: **$**Click or tap here to enter text. per day

☐ Weekly Rate: **$**Click or tap here to enter text. per week

☐ Monthly Rate: **$**Click or tap here to enter text. per month

☐ Per Student Served Rate: **$**Click or tap here to enter text. per student served

X Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Deliverables: school search tool, application portal, and matching tool. Vendor will be paid annually: $270,000 in Year 1, $150,000 in Year 2, and $150,000 in Year 3.

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…"*

As a result of these services, over 9,000 families will be able to

seamlessly and easily apply to OUSD schools annually, and over 9,000 offers to OUSD schools will be released annually.

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:

Click or tap here to enter text.

☐ 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.)

X 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.)

X 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.)

OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Request for Proposal (RFP) 21-108SWC

## STUDENT APPLICATION SYSTEM (SAS)
## FOR STUDENT WELCOME CENTER

*** 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:**
**11/15/2021 at 2:00 PM**

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

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# Submission Deadline & Process:

Bids must be received prior to **November 15, 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. 21-108SWC**"
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**
**STUDENT APPLICATION SYSTEM (SAS)**
**FOR STUDENT WELCOME CENTER**
**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 5, 2021 |
| Pre-Bid Conference: | October 20, 2021 @ 11:00 a.m.<br>(Zoom link on Procurement Website) |
| Deadline for Questions: | October 20, 2021 @ 2:00 p.m. |
| **Proposal/Bid Submitted to District:** | **November 15, 2021 @ 2:00 p.m.** |
| Proposal/Bid Opening: | November 17, 2021 @ 10:00 a.m. |
| Potential Interviews (If Necessary): | November 18, 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 5, 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 36,900. During the 19/20 school year, the District operated 87 schools: 49 elementary schools, 5 elementary schools (K-8), 14 middle schools (6-8), 3 middle/high schools (6-12), 7 high schools (9-12), 8 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 4,881 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. We encourage you to visit our website (http://www.ousd.org) for more information about the District.

The Student Welcome Center is the enrollment office for the District. You can learn more about our enrollment practices and policies on our website (http://ousd.org/enroll).

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

## 2. OBJECTIVES

The District intends to contract with a provider for application management services to facilitate families applying to enroll in District schools.

The District intends to enter into one (1) three-year contract for services, based on satisfactory service/performance with the selected provider. There will be the option to extend the contract to up to five years, on a year-by-year basis, after the initial three-year contract is complete. The contract should not exceed $600,000 for the three-year contract period. If the contract is extended beyond three years, each additional year should not exceed $200,000 for services.

## 3. SCOPE OF WORK

The Student Welcome Center (SWC) has identified the below needs for a family-centered Student Application System. Please note that a proposal need not meet 100% of the considerations:

- **Family-centered user experience**
  - Families should be able to easily use the system to create an account and submit an application. Furthermore, the system must be mobile-friendly and designed with multilingual families in mind in order to best serve Oakland families.
  - **Considerations**: Translation in multiple languages, mobile-friendly tool, intuitive interface, ability for families to use the system (have an account) without an email address, easy method for looking up and/or resetting account log-in and password information, sufficient bandwidth to handle increased traffic during peak application times.

- **Easy to use for staff**
  - Different staff members should be able to easily use the system with permissions set according to their user type.
  - **Considerations**: Ability to set permissions for different staff user types, including the following:
    - *School staff*: message families who have applied to the school, track where currently-enrolled families have applied (such as students applying to go middle school), take certain actions on behalf of a family (such as resetting the account password, accepting an offer).
    - *Enrollment center counselors*: input applications, identify and resolve duplicate applications submitted by families, merge multiple accounts from the same family, track application changes (when a change occurred and which user made the change).
    - *Enrollment administrator*: emulate other users (family account or staff account), bulk text/email families in groups based on logic (e.g., all families applying to 6th grade, all families applying to dual language schools).

- **Best-in-class school search tool**
  - Families should be able to research the best school for their child in a manner similar to how they might use other search tools.

- **Considerations**: Translation in multiple languages, ability to display charts/graphs on school profiles, filters and/or keyword search, easy for schools to update their own information.

- **Intuitive application and lottery management**
  - OUSD staff should be able to easily and intuitively manage the inputs for the lottery and should be able to rely on the algorithm to run accurately and effectively.
  - **Considerations**:
    - *Application*: supports conditional logic in the application questions, ability for staff to import applications in bulk when necessary
    - *Lottery*: ability to accurately run a deferred-acceptance algorithm for the lottery, assigns neighborhood priority automatically based on each school's geographic boundaries, supports schools or programs that are not visible to families (that are used for administrative purposes), supports multiple types of enrollment priorities (student-level vs school application-level), supports dynamic priorities assigned using logic based on the student's application responses or profile, supports multiple lottery designs (for different schools/grades), configurable lottery designs by OUSD staff, supports weighted lottery designs, supports seat "reserves" (e.g., 10% of seats for students from a certain zip code), configurable solutions for students who might have different enrollment pathways based on their needs (e.g., students new to the country, Pre-K students, students with disabilities).

- **Seamless data reporting and integrations**
  - Staff members should be able to easily access system data and seamlessly read/write data in both directions between the student application system and our student information system (Aeries).
  - **Considerations**: application data is accessible via a database or API, canned reports with frequently-requested information (e.g., applications submitted, offers made, waitlisted students), system can regularly (nightly or more frequently) read and write data to Aeries via an API or other means for several purposes (e.g., matching applicants to their record in our student information system, creating enrollment records in Aeries for students newly enrolling or transferring anytime during the school year), capable of integrating with other systems (e.g., Salesforce or Zendesk)

- **High quality customer service**
    - Staff members should be able to partner with the vendor to receive timely and precise responses to staff questions and needs, especially when the system is not working as expected.
    - **Considerations**: a system for filing and tracking bugs, a way to escalate high-priority issues and protocol for resolving highest priority issues that may occur outside typical work hours (e.g., if the system stops working on a Friday evening), supports for families who are having technical difficulties with the system.

## RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **November 15, 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 Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### Local Business Program

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

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: www.ousd.org/domain/39. **Contractors are responsible for checking this website for information and changes to this RFP.**

## 4. 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 100 best value points, as indicated in the table below.

| Best Value Points | |
|---|---|
| **Value Category** | **Maximum Points** |
| 1. Annual cost to the district | 20 |
| 2. Scope of Services | 60 |
| 3. Experience/Ability to deliver proposed solution | 20 |
| **Total** | **100** |

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 | **ONE** | **0%** |

## Criteria for Best Value Scoring and Submission Instructions

**Three (3) 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 (20 Points)**

- Total cost to the district under this bid should not exceed $600,000.00 for the first three years.
- Please provide an itemized budget detailing the annual cost to the District.

**Value Category 2: Scope of Services (60 Points)**

- Vendor's response shall describe its plans and demonstrated ability to support the District's scope of work (as described above).
- Please outline how the services will be responsive to each of the 6 categories described in the District's scope of work (Family-centered user experience, Easy to use for staff, etc.)
- Please include visualizations or mock-ups of screenshots from the product, as appropriate.

**Value Category 3: Experience/Ability to deliver proposed solution (20 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 the company's web address.
- 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 the viability of the company for the duration

of the contract.

*Professional Qualifications*

- Provide a summary of the company's overall qualifications and capacity to provide the services requested in this RFP. As applicable, please provide concrete examples of at least three (3) similar products and/or services that you have previously provided to other organizations.
- Using the format in Section C ("References") provide five (5) references, preferably from school districts, government agencies, non-profit organizations, or similar entities. Include the organization's name and address, and name, title, telephone number and email address of the person to contact. Please also include a short description of the services/products provided to each organization, the number of years you have worked with the organization, and your approximate annual sales to the organization.

## 5. SAMPLE OUSD SERVICE CONTRACT

# SERVICES 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. Services.**

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

**3. Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

**4. Inspection and Approval.**

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

**5. Data and Information Requests.**

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

**6. Confidentiality and Data Privacy.**

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

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

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

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

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first

executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

**7. Copyright/Trademark/Patent/Ownership.**

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

**8. Compensation.**

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

a. The compensation under this Agreement shall not exceed:

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

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

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was

not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

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

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

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

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

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

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

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

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

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to

any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of 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, ST Zip:
Phone:
Email:

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

**13. Status.**

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

(xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**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, 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 constitutea violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

**26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4,

and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

**27. Limitation of OUSD Liability.**

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

**28. Indemnification.**

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

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

**29. Audit.**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts,

copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

**30. Litigation.**

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

**31. Incorporation of Recitals and Exhibits.**

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

**32. Integration/Entire Agreement of Parties.**

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

**33. Severability.**

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

**34. Provisions Required By Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**35. Captions and Interpretations.**

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

prepared by the Parties.

**36. Calculation of Time.**

For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.

**37. Counterparts and Electronic Signature.**

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

**38. W-9 Form.**

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

**39. Agreement Publicly Posted.**

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

**40. Signature Authority.**

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

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

c. Notwithstanding Paragraph 11, if this Agreement is executed by the

signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**41. Contract Contingent on Governing Board Approval.**

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**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: Gary Yee
Signature: _____
Position: President, Board of Education Date: 5-26-2022

☒ Board President
☐ Superintendent
☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: 5-26-2022

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

## Exhibit A

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

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

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

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*
☐ Hourly Rate:
☐ Daily Rate:
☐ Weekly Rate:
☐ Monthly Rate:
☐ Per Student Served Rate:
☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

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

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

☐ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

☐ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

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

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

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

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

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

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

## Proposer/ Vendor Forms Checklist to Complete

| | |
|---|---|
| Exhibit A | Standard Form Response |
| Exhibit B | Reference Worksheet (3 minimum) |
| Exhibit C | 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 L | Data Request- OUSD Data Privacy |

**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?

_____

**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 DOJI.

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

Executed at_____, California, on___/____/ _____

| | |
|---|---|
| _____ | _____ |
| Typed or Printed Name | Address |
| _____ | _____ |
| Title | Telephone Number |
| _____ | |
| Signature | |

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

## CHECK (EDUCATION CODE SECTION 45125.1)

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

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

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

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

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a

destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

## EXHIBIT 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 <u>will not</u> 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

**EXHIBIT L**

**DATA REQUEST - OUSD DATA PRIVACY AND MANAGEMENT AGREEMENT**

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

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

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

**Bidder agrees to the following confidentiality statements**:

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

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

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

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

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

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

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

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

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

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

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

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

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

## LIABILITY

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

## TERMINATION

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.

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

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

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

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

**GENERAL UNDERSTANDING**

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

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

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

**Proposer :**

_____ Date: _____

Name of Proposer's Signee

_____

Title of Proposer's Signee

EnrollWise

blenderbox

# Oakland Unified School District

## Response to RFP No. 21-108SWC

## Student Application System for Student Welcome Center

November 15, 2021

# Hello Oakland Unified School District!

Welcome to EnrollWise by Blenderbox—an admissions and enrollment platform for 3K-12 Public School Districts. EnrollWise offers the most modern suite of tools available for fair and equitable school finding, application workflow, waitlists, and lottery management. Our platform is currently used by over 1 million families to seamlessly apply to thousands of educational programs in New York City, Hartford, Connecticut and beyond.

The Enrollwise platform was designed and engineered by Blenderbox—a socially conscious agency that focuses on partnering with mission-driven organizations to deliver transformative digital strategy, design, and technology. At Blenderbox we specialize in human-centric experiences with an emphasis on diversity, equity, inclusion, and accessibility. Blenderbox works exclusively within the sectors of Government, Education, Nonprofit, and Arts & Culture.

At Blenderbox, we aren't just a digital vendor, we become your partner. Our team of subject matter experts will be by your side to tailor EnrollWise to the bespoke needs of Oakland Unified School District from the very beginning.

We are excited about the opportunity to partner with the Oakland Unified School District to design and configure your next generation online Student Application System on the EnrollWise platform.

Let's go!

**Sarah Jeffries**
President/Co-Founder
Blenderbox, Inc.

**Blenderbox is a certified NYS WBE (52530)**
**EIN: 11-3564958**

## Value Category 1: Annual cost to the district

We can confirm that our cost structure (please see Exhibit C) will not exceed $600,000 for the first three years, nor will it exceed $200,000 annually if renewed for the optional five yearly extensions. The annual license includes managed hosting and support of the platform provided as software as a service (SaaS).

The annual license for a school district with under 50,000 students is $150,000. We also charge a one-time set-up fee of $150,000 which covers the period of time where we undertake due diligence, discovery, custom design, integrations and configuration of the Enrollwise platform for your district.

The annual cost to the District will be as follows:

| | |
|---|---|
| 2022-23 | $300,000 annual license + one-time setup fee |
| 2023-24 | $150,000 annual license |
| 2024-25 | $150,000 annual license |
| **Total** | **$600,000** |

# Value Category 2: Scope of Services

EnrollWise was designed as a flexible engine for school choice, admissions, enrollment, reporting, and lottery/matching and consists of highly modular components that can be configured for the unique needs of each school district.

Originally developed for Yale Law School, our EnrollWise engine is now in use to power MySchools.nyc, serving 1.2MM NYC families across 1,700 public schools for the New York City Department of Education (NYCDOE) as well as the Regional School Choice Office (RSCO) for the Connecticut State Department of Education serving over 35,000 families in the greater Hartford region. We are also in talks with Buffalo Public Schools to learn how our system can better serve their needs and have completed a successful discovery and gap analysis report for them.

## Discovery & Onboarding

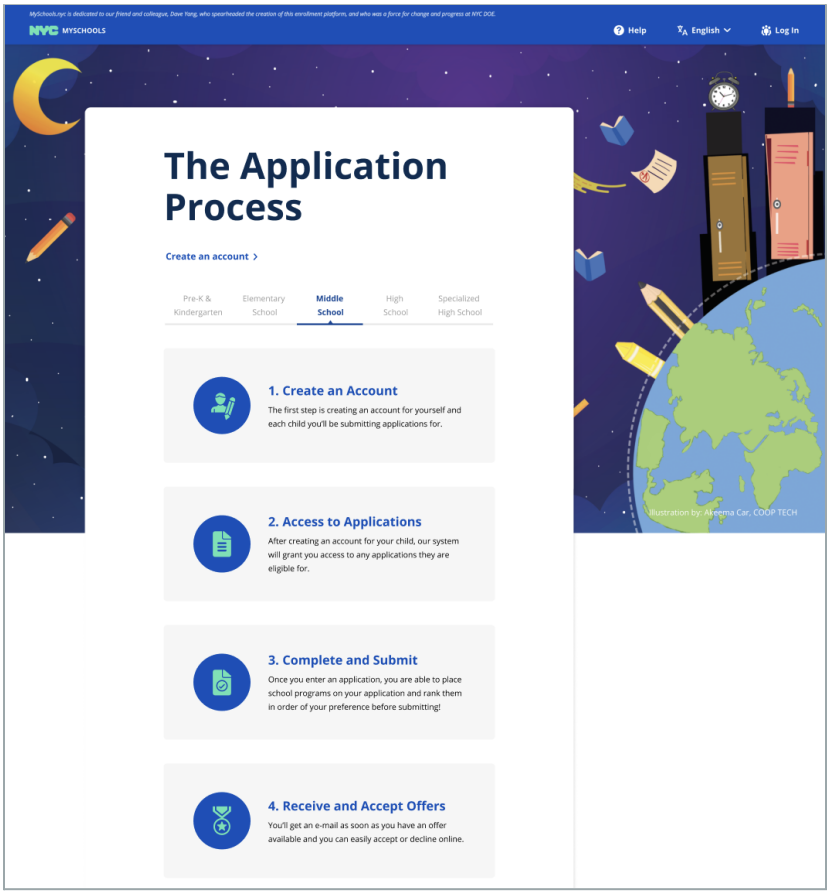
We begin each engagement with a thorough discovery and onboarding process. We have learned that each school district has a highly unique set of workflows and requirements. The success of our platform hinges on capturing your unique business requirements, so our team of admissions and enrollment specialists place a high value on our discovery process in order to correctly map your requirements to the configuration of EnrollWise.

Our discovery & onboarding process generally takes 3-4 months and will take your team through requirements analysis, user research, application mapping, prototyping, and finally implementation, training and documentation.

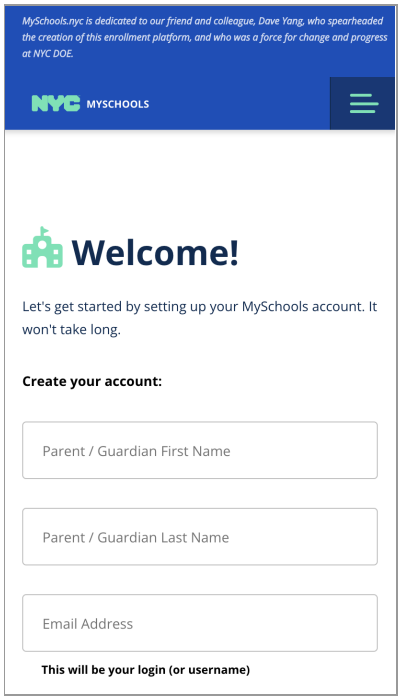
## Family-centered user experience

We pride ourselves on offering the most accessible and human-centric experience possible. Having designed numerous government applications for vulnerable populations from affordable housing applications to school admissions, our team knows how to simplify and streamline complex processes.

Since EnrollWise is so modular, we can completely customize the account profile process for OUSD needs. It can support any number of languages (MySchools.nyc is available in ten languages including two that are right-to-left RTL). It is delivered as a FERPA and WCAG compliant and mobile responsive solution that accommodates a population that may not be using the latest and greatest desktop computers and mobile devices.



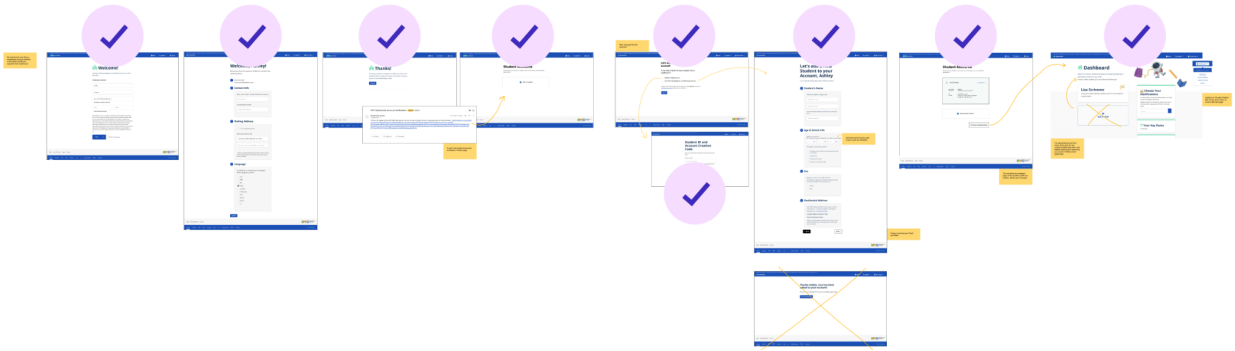

*MySchools.nyc application process overview*




*MySchools mobile account creation*

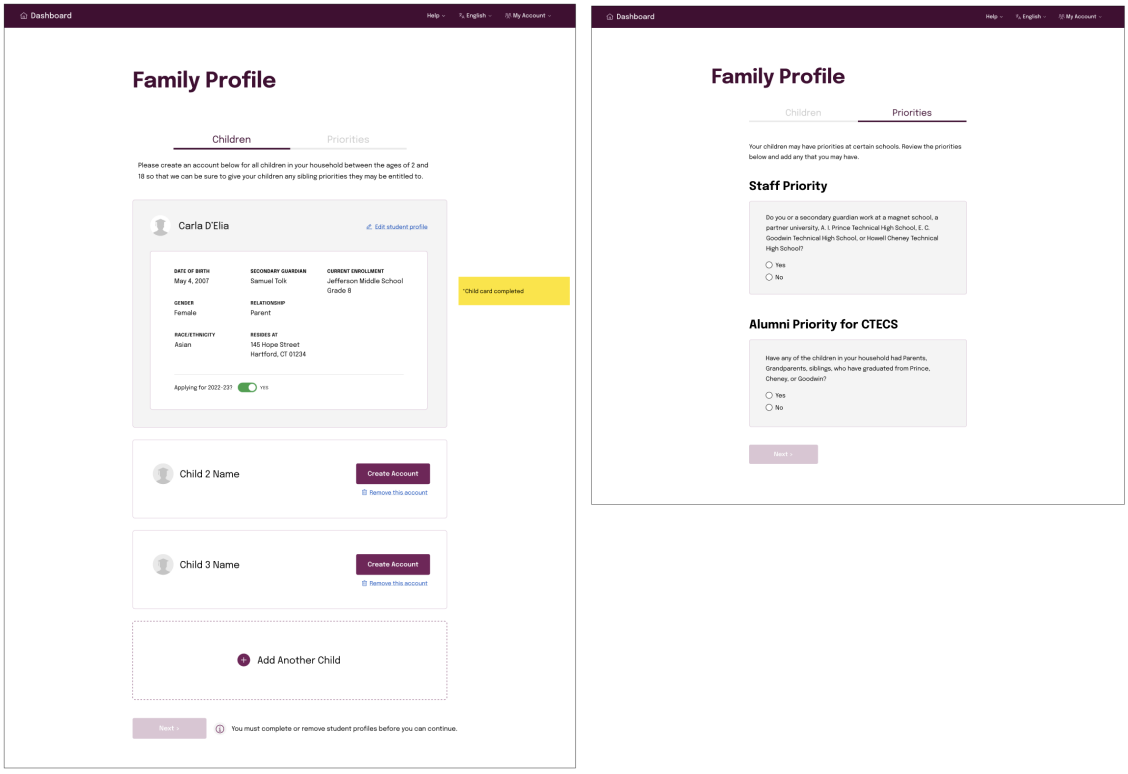
*MySchools mobile account creation in Urdu*

The exact steps, questions, required fields, and overall flow for account creation and account profile management are 100% customizable and can be tailored for OUSD. The diagram below demonstrates the account creation and profile management for NYC Families. A similar diagram will be created for OUSD before configuring the EnrollWise engine.



The Family Experience with Enrollwise begins with the creation of a profile. Both the account creation and the application creation processes feature “coach-marks” and tooltips that help families navigate the process.

We encourage school districts to have families set-up a profile that includes all of their children, even if they are not applying. This ensures that any prioritization or eligibility rules that relate to siblings can be automatically calculated—however, it is up to OUSD how you want to design the account creation and profile workflow, what questions to ask and what fields to make required.

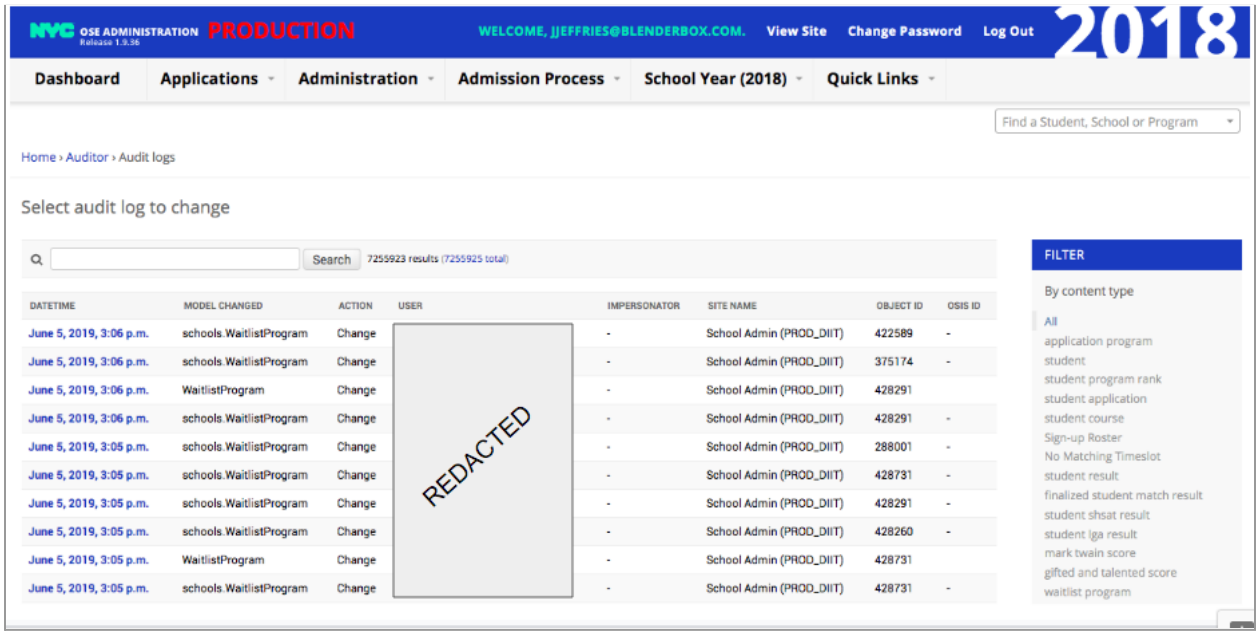



*EnrollWise Family Profile for Connectitut’s Regional School Choice Office (RSCO)*

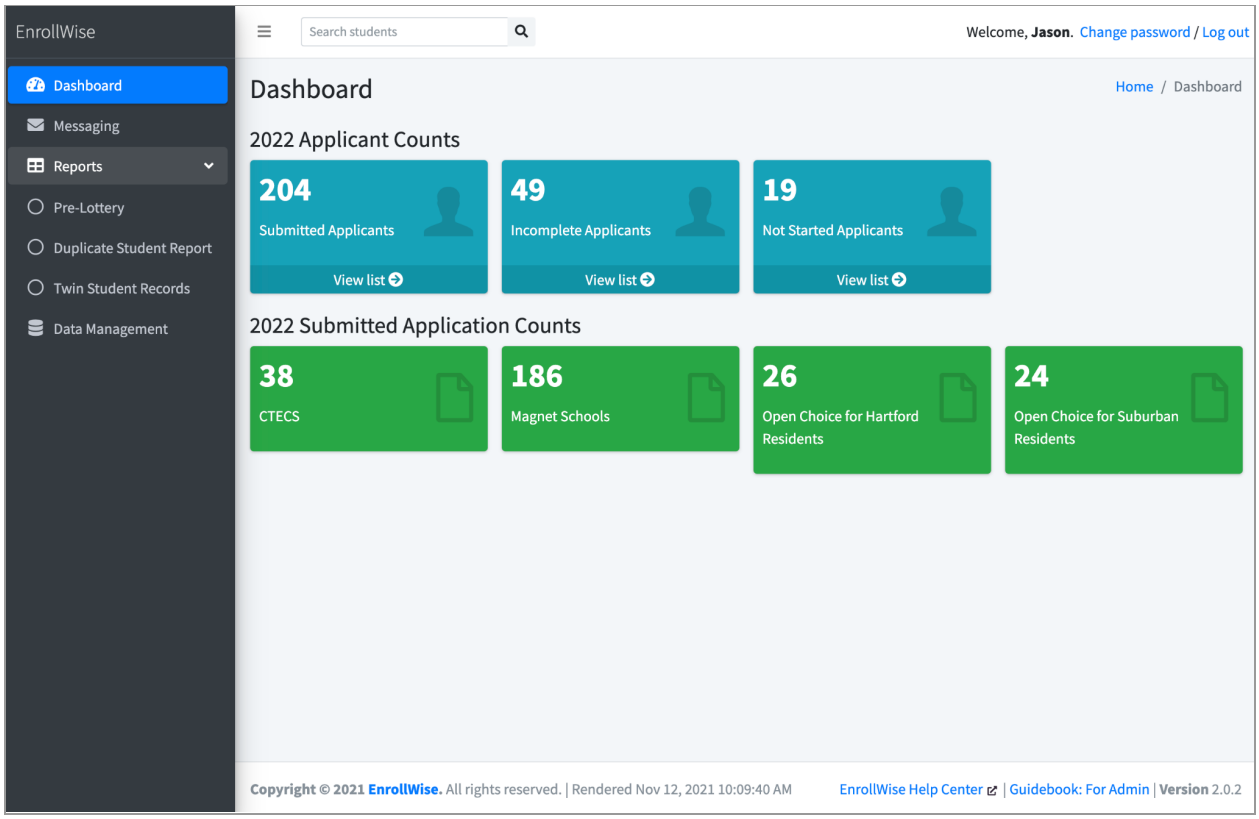
EnrollWise is built on Amazon Web Services (AWS) with a scalable architecture, so it can auto-scale in response to peak demand as application cycles close and offers are released. Our solution for New York City handles over 80,000 users on the day they release high school offers.

## Easy to Use for Staff

The administrative tools are equally flexible as evidenced by how different the administrative experience is for New York City vs. Connecticut below. New York City has “Family Welcome Centers”, Connecticut has external Suburban “Operators”, and OUSD has a “Student Welcome Center” (SWC). Our discovery and onboarding process will take great care to learn your vernacular and customize our administrative tools so it will feel as though it was custom designed for day to day operations at OUSD.




*Sample Admin interface for MySchools*

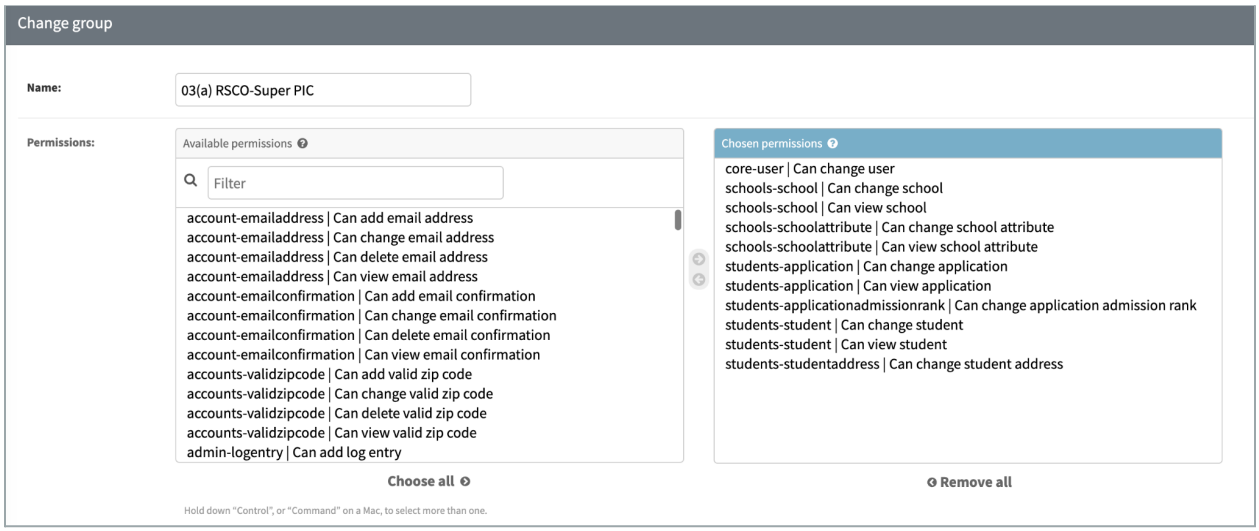



*Sample Admin interface for RSCO (Connecticut State Department of Education)*

An important part of discovery will help us determine exactly what information your advisors, counselors, school staff and central administrative staff can see and when they can see it. EnrollWise has a robust permissions engine that allows us to set up specific groups and then configure what information and workflow states those groups can have access to.

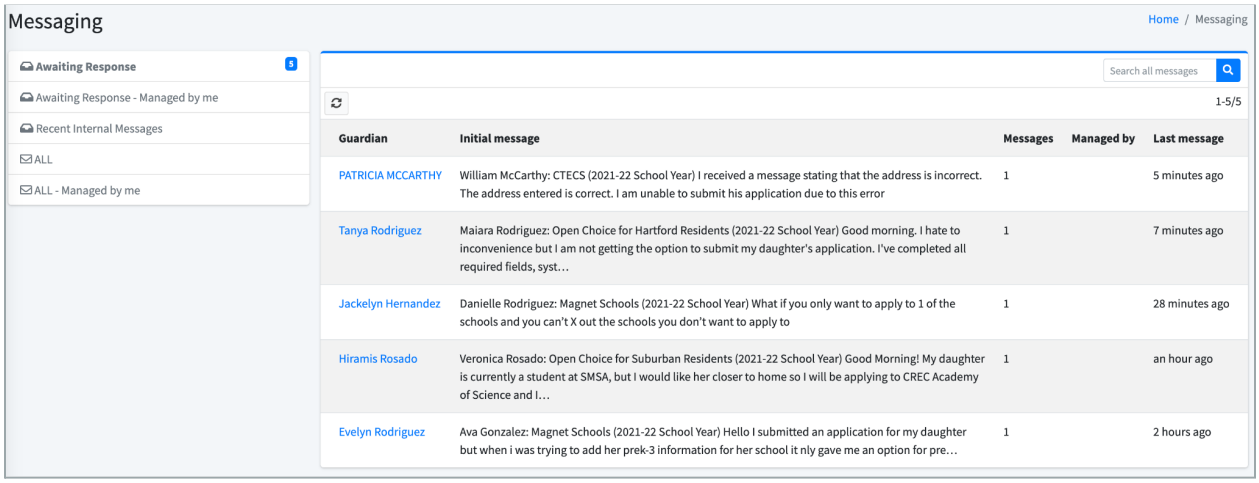
For example, in MySchools, it is important that certain demographic information about students is not available to Schools that have “screened” programs (where schools rank students), in order to ensure that they cannot discriminate based on attendance, grades, socio-economic status, disabilities, ethnicity, english as a second language (ESL), free and reduced lunch (FRL) and a myriad of other dimensional data that can all be flagged as on or off.

From a workflow perspective, however, it's important that schools can still access some or all of this information once offers are made and accepted, so the permissioning is smart enough to adjust based on application state which is 100% configurable for OUSD's needs.




*RSCO Admin interface for group permissions*

Another popular feature of EnrollWise for administrators is the ability to engage in "in-app" conversations with families as well as impersonate a family account in order to help walk them through the application process. Families can ask a question which will automatically appear in our built-in case management system and be routed to SWC staff as needed.

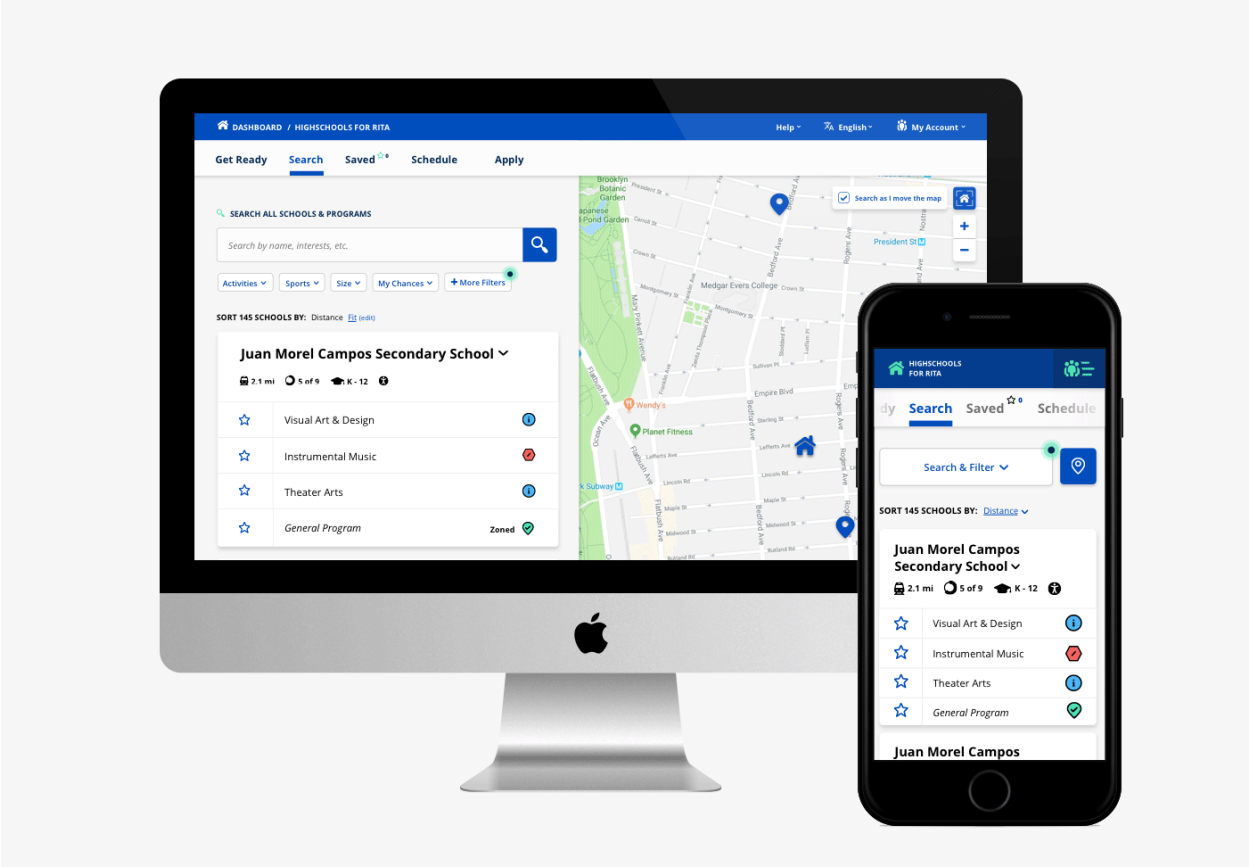



*EnrollWise in-app messaging system between admin and families*

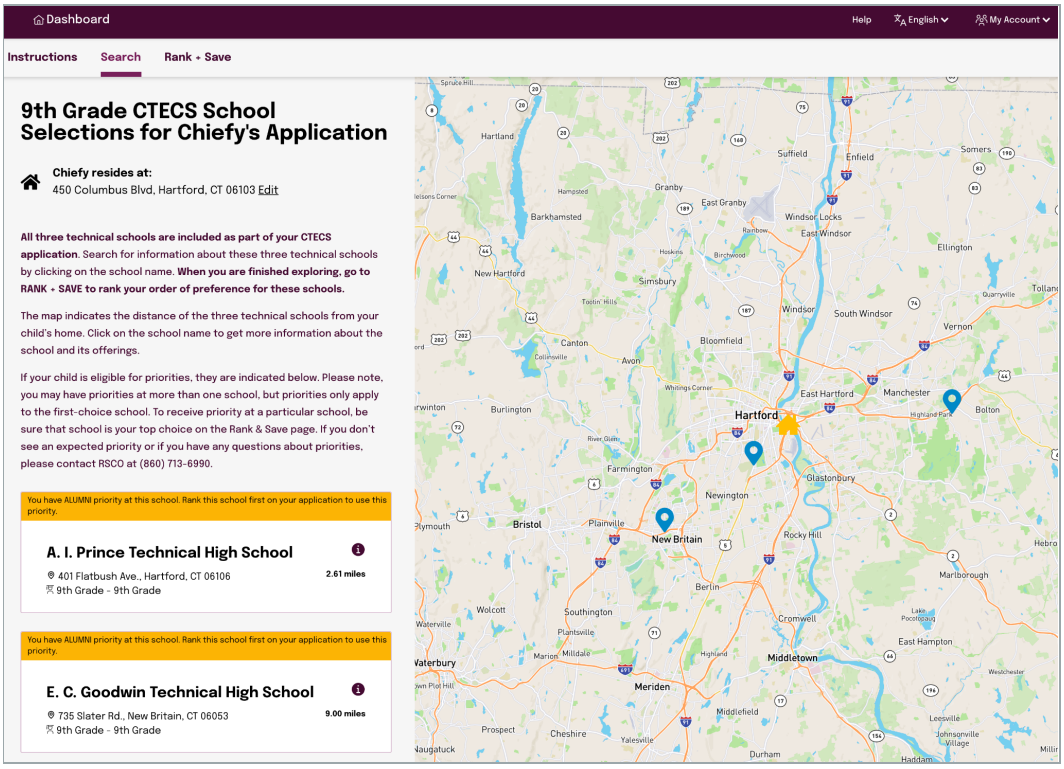
## Best-in-class school search tool

EnrollWise features a powerful school finder that is completely customizable to accommodate the information and data you wish to expose. It is typically presented as an interactive map with a faceted search interface that allows users to navigate schools and programs based on various criteria relevant to each family. It can either be made publicly accessible or be presented with contextual information for logged in users.

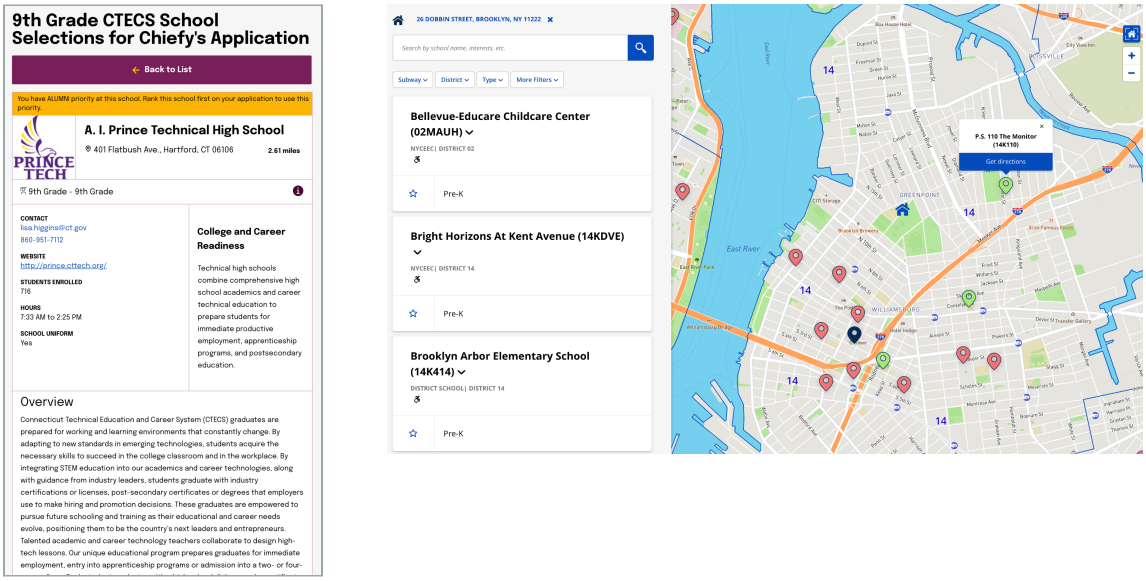
For example, if a family has logged in and started an application, the school finder can adjust and highlight schools that the family may have a priority for such as a “zoned” school, or any other specific eligibility and priority criteria such as a sibling preference.




*MySchools School Finder*




*RSCO School Finder highlighting Alumni priority for two schools*



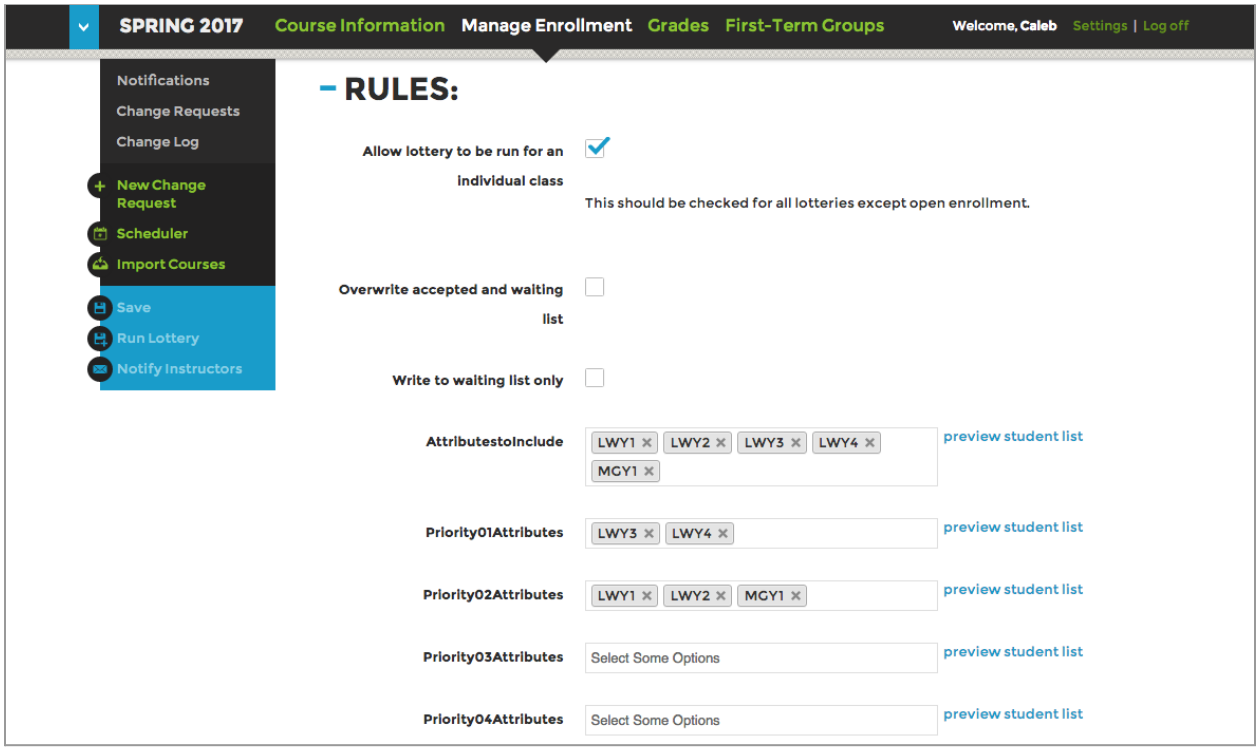

*Search results present school cards that can be expanded and contain customizable information for each school*

## Intuitive application and lottery management

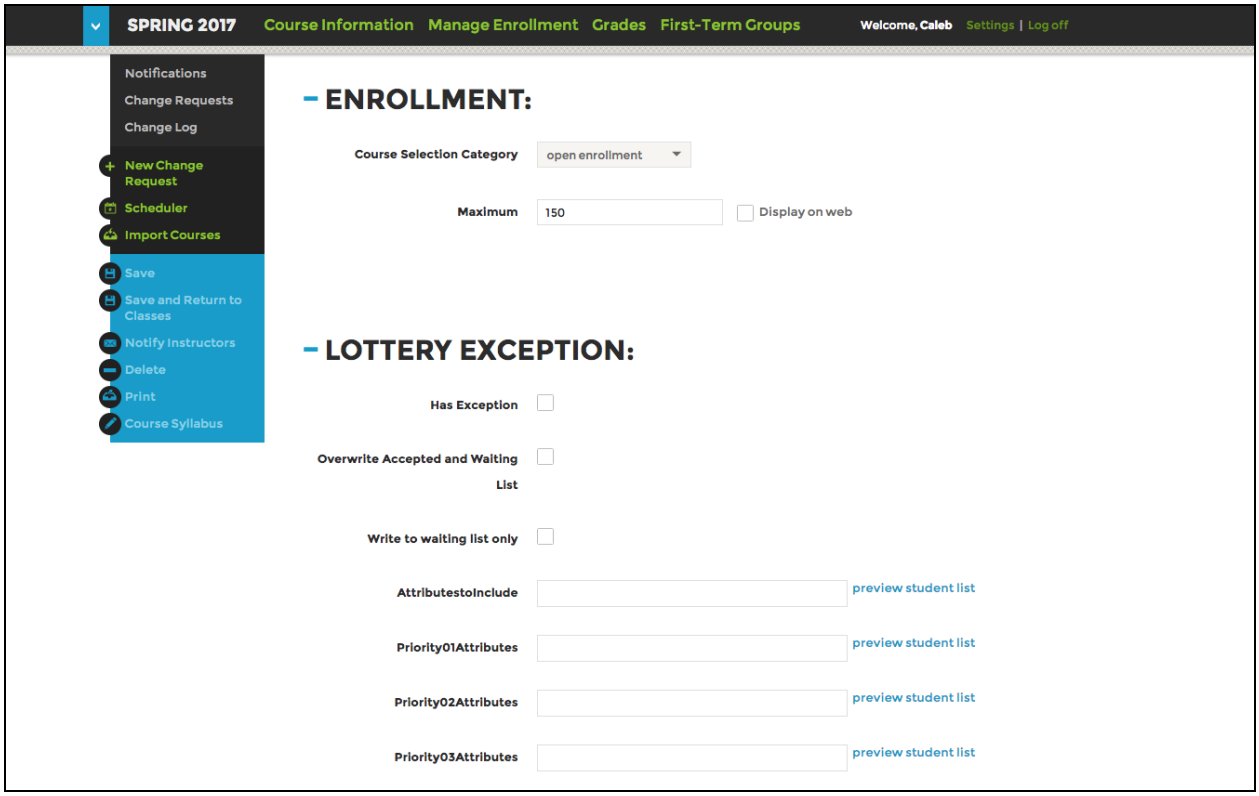
Admissions in EnrollWise are governed by a combination of eligibility rules and priority rules. Lotteries or Matching, can be run at any time as a simulation based on the current state of applications and their eligibility and prioritization rules.

EnrollWise features a matching engine that was originally designed for Yale Law School to ensure equitable distribution of incoming students into sections and classes as part of two year degree program requirements. It was then enhanced to implement the Gale-Shapley deferred acceptance algorithm for MySchools in New York City which has been independently tested and verified by MIT.

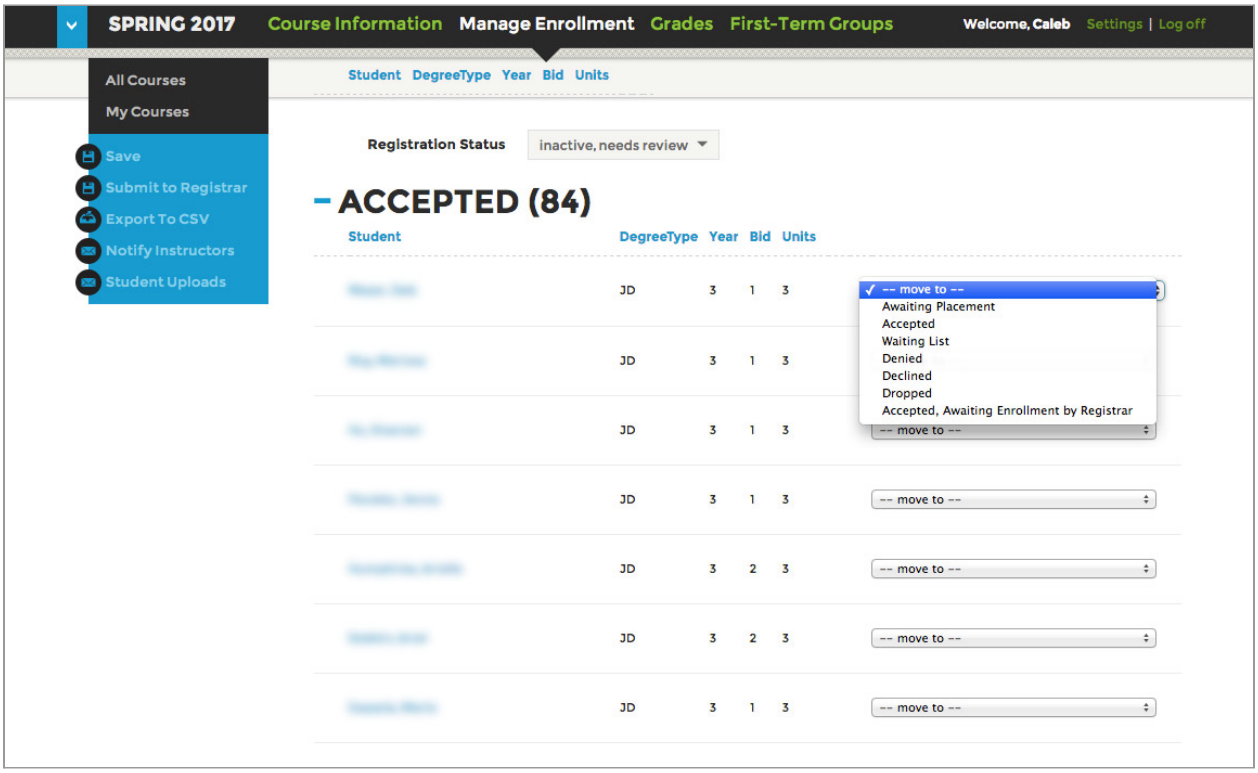
The EnrollWise matching and lottery system features a highly flexible “rules engine” that allows School Districts to quickly and easily modify rules in response to rapidly changing policy from school year to school year and test the results of various match/lottery scenarios in advance before finalizing a match and generating offers.




*Configuration of Rules for Yale Law School*




*Configuration of Lottery for Yale Law School*




*Enrollment Dashboard for Yale Law School*

Select match iteration to change

ADD MATCH ITERATION +

Search

Action: --------- Go 0 of 42 selected

| ADMISSION PROCESS SCHOOL YEAR | ID | STATUS | CREATED BY | WHEN CREATED |
|---|---|---|---|---|
| CTECS (2020-21) | 42 | Finalized | Laura Lyon – laura.lyon@ct.gov | July 20, 2021, 9:52 a.m |
| CTECS (2020-21) | 41 | Match iteration finished | Laura Lyon – laura.lyon@ct.gov | July 20, 2021, 9:39 a.m |
| CTECS (2020-21) | 40 | Match iteration finished | Laura Lyon – laura.lyon@ct.gov | July 20, 2021, 9:14 a.m |
| CTECS (2020-21) | 39 | Finalized | Laura Lyon – laura.lyon@ct.gov | July 2, 2021, 8:56 a.m. |
| CTECS (2020-21) | 38 | Match iteration finished | Robin Cecere – robin.cecere@ct.gov | June 28, 2021, 8:25 p.m |

FILTER

By admission process school year

All
CTECS (2021-22)
Magnet Schools On-Time Ap…
Open Choice for Hartford Res…
Open Choice for Suburban R…
CTECS (2020-21)
CTECS Early Application (DO …
CTECS Late Application (DO …
Magnet Schools On-Time Ap…
Magnet Schools Late Applica…
Open Choice for Hartford Res…
Open Choice Hartford Reside…
Open Choice for Suburban R…
Open Choice Suburban Resid…

*Match Iteration Dashboard for RSCO*

Change match iteration

HISTORY

Simulation Application List | Simulation Summary

Delete | Save and add another | Save and continue editing | SAVE

**Label:** Created by MatchIterationRunner.run_match_

**Status:** Finalized

**Admission process school year:** CTECS (2020-21)

**Created by:** Laura Lyon - laura.lyon@ct.gov

**Log:**

2021-07-20 09:52:31.779955-04:00: Start - Running matching algorithm (id 42)
2021-07-20 09:52:33.706530-04:00: Found 3766 AARs (choices) for CTECS
2021-07-20 09:52:33.739911-04:00: Found 419 Students for CTECS
2021-07-20 09:52:33.746790-04:00: Tier fallback plan: {'c': ['c'], 'b': ['b'], 'a': ['a']}
2021-07-20 09:52:33.752687-04:00: Formula "run_choice_first_formula"
2021-07-20 09:52:33.796849-04:00: Unable to seat student 7382 at ['Wethersfield:B', 'Suburban:B'] at 9001616: Howell Cheney Technical High School (9th Grade) (42619) because no seats. Choice 0, Priority 7, Tier B, Indicator 33.333333333333336, Random 1286449592
2021-07-20 09:52:33.816855-04:00: Unable to seat student 7382 at ['Wethersfield:B',

**Internal notes:**

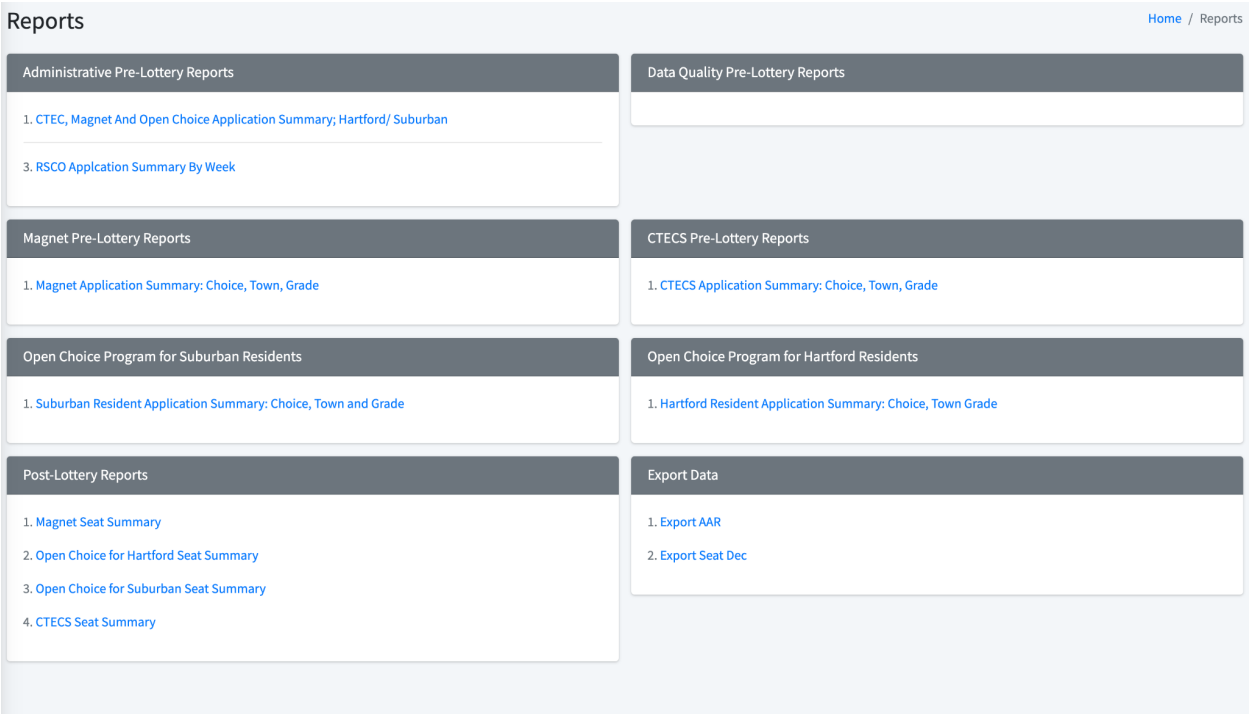
When Offer Deadline

**Offer deadline:** Date: 2021-07-25 Today
Time: 23:59:59 Now

*Dashboard for a match simulation that includes a log and tools for downloading the results*

## Seamless data reporting and integrations

EnrollWise includes robust reporting and analytics capabilities. All data can be downloaded as a CSV or XLS and a variety of “canned” reports can be configured and made available in the administrative dashboard once we complete the discovery and onboarding process.




*Customized Reports created for RSCO*

In addition to configured reports, the tools can be linked and integrated with 3rd party data and analytics tools such as Tableau, Google Analytics and logging platforms such as New Relic, Sentry, and Kibana.

EnrollWise was developed with Python and a PostgreSQL database which can be exposed and directly accessed by your team for data and analytics purposes. The front-end is built with React and connects to EnrollWise via a REST API, which can also be used for various 3rd party integrations including student information systems such as PowerSchool, EdSight and in the case of OUSD, Aeries.

EnrollWise

RC Regina Valdez
Brooklyn, NY, USA

Search text

Dashboard | Inbox | Security | Calendar | ...

October 2021

## Middle School Admissions | Round 2

Run New Simulation | Finalized Match

### Interactive Map

Download CSV | Export

Baccalaureate School for Global Education

99

- Total Applicants
- Offers Made
- Offers Accepted

October 2021

S M T W T F S

Cancel | Filter

### Seat Placements

1,203

- General Education
- Students with Dissabilities
- ESL/ELL
- Not Yet Placed

### Enrollment Snapshot

Oct - Nov 2021

4k
3k
2k
1k
0

Mon Tue Wed Thu Fri Sat Sun

Total Students Matched

**2,740**

↑ 7,00%

### Reports

Download CSV | Export

| Seat | Status | Student | Guardian | Start Date | Due Date |
|---|---|---|---|---|---|
| #238 | Pending | Darrell Williamson | Corona Williamson | 03/03/12 22:43 | 01/22/15 17:15 |
| #353 | Accepted | Dustin Wilson | Weston Wilson | 04/30/19 10:03 | 12/02/15 14:58 |
| #454 | Pending | Jerome Simmons | Destiny Simmons | 01/28/19 14:11 | 12/23/16 09:33 |
| #949 | Accepted | Norma Russell | Jose Russell | 03/17/12 08:48 | 07/03/16 07:37 |
| #500 | Declined | Regina Bell | Paul Bell | 04/19/12 00:52 | 07/14/17 04:06 |

*Sample EnrollWise data and analytics dashboard mock-up*

## High quality customer service

EnrollWise is brought to you by Blenderbox which is a boutique digital agency that is able to provide an unparalleled level of customer service. During the onboarding process, your dedicated project manager will be organizing frequent zoom calls with your staff and setting up various tools for efficient collaboration such as Basecamp, Jira, and Slack.

Once EnrollWise is up and running, you will continue to have a dedicated account manager who will check-in with you and you will have access to our 24/7 monitored ServiceDesk which will allow you to open up maintenance/help tickets and continually track their progress.

*User-testing and Training at our facility with Women Entrepreneurs for We.NYC*

# Value Category 3: Experience/Ability to deliver proposed solution

EnrollWise™ is a premium offering that has been battle-tested since 2018 with the largest school district in the country—New York City. It goes far beyond a simple application, lottery and seat reservation tool to include a highly interactive and human-centric interface that is 100% mobile responsive, WCAG compliant and multi-language compatible. It also offers the most comprehensive and flexible “rules engine” available today that is powered by an implementation of the Gale-Shapley deferred acceptance algorithm and is specifically designed to accommodate the rapidly changing policy landscape that School Districts face today as they grapple with increased calls for transparency, equity, and diversity in school choice admissions.

## Our Features

Parent, School, and Admin portals work together to simplify complex workflows, eligibility crieteria, and lotteries into one seamless experience.

**Customizable Application Form**

Tailor your application to ask the questions you need, to get the data to assign priorities and run your lottery.

**Waitlist**

Easily manage complex waitlists with multiple rounds and student priority groupings.

**In-App Messaging**

Communicate directly with families and school administrators.

**Matching Algorithm**

Our powerful and flexible rules engine allows you to customize the logic for your lottery matching.

**Multiple Lottery Rounds**

Ability to run multiple lottery iterations: per grade, per school or program, per application type- and then finalize your match results, all in a single click.

**Reporting**

Robust reporting engine allows you to customize specific reports, viewable in a dashboard for administrators.

**Map Based School Finder**

Our interactive map orients parents from their child's residential address to eligible school programs.

**Document Management**

Upload, Review, and Request documents from families and school administrators in one, consolidated system.

Learn more at https://www.enrollwise.ly

EnrollWise is a platform designed, engineered and maintained by Blenderbox—a socially conscious digital agency headquartered in New York City.

## About Blenderbox

Blenderbox is a values-based virtual agency with subject matter experts distributed around the United States with headquarters in New York City. We have over 20 years of experience building websites and web applications for mission-driven organizations. Our motto is *Good Work for Good Causes*.

### Primary Contact Information:


**Blenderbox**
228 Park Avenue S, Ste 92796
New York, NY 10003
718-963-4594
https://www.enrollwise.ly/
https://www.blenderbox.com/
info@blenderbox.com


**At Blenderbox our focus is:**

| | |
|---|---|
| Nonprofit | Education |
| Government | Arts & Culture |

Blenderbox is a certified NYS and NYC WBE. We are a New York State C Corporation founded in 2000. We were founded by Sarah Jeffries (President) and Jason Jeffries (CEO).

Since 2020, Blenderbox has transitioned to a 100% virtual agency with 30+ employees and contractors distributed throughout the US. We also have partnerships with a variety of offshore teams in Argentina, the Ukraine, India and Indonesia that we use to scale and provide engineering staff augmentation as needed. Our subject matter experts for each discipline (SEO, Content, Branding, Design, Web Application Development, UX/UI, Research) are all onshore.

# Evidence of Company Viability

Marks Paneth LLP
4 Manhattanville Rd, 4th Floor, Suite
402 Purchase, NY 10577
P 914.524.9000
F 914.524.9185
markspaneth.com

New York New Jersey Pennsylvania
Washington, DC

MARKS PANETH
ACCOUNTANTS & ADVISORS

November 12, 2021

To Whom It May Concern:

We are the accountants for Blenderbox, Inc. and are writing this letter at their request.

We confirm to you that no Certified Financial Audit has been prepared for the Company nor was one ever required to be. However, we trust the following narrative will be enough pursuant to your request.

Blenderbox, which operates as a Women Business Enterprise or WBE, was formed nearly twenty years ago by Sarah Jeffries and her husband, Jason. Ms. Jeffries serves as the Organization's long-standing President and runs the creative arm of the Company. Mr. Jeffries manages the internal workings of the business and complements his wife on the creativity side. We've been their accountants & advisors for the past 15 years. Throughout this time and prior to, the Company has seen continual growth, both financially and in the Web Design & Development Industry as a leader and premier provider of the highest quality of service & unwavering commitment to its clients. Since the Company's formation in 2000, Blenderbox has received numerous awards and accolades through exemplifying this continued excellence in the same and consistent first-rate fashion to numerous & well-known Organizations which span many business sectors, geographic and economic areas. The Company's annual sales totals continue to climb and have comfortably exceeded the $5 million threshold for several years now.

Blenderbox is and since its inception always remained a solvent and prudently managed Organization. The Company has established long standing, superior relationships with its vendors, employees and, of course, its clients. It has a proven track record of continuing to grow and always meeting its high demands for almost a generation now.

Please feel free to reach out to me should you have any questions. I can be reached at (914) 909-3418 (direct dial), (917) 838-1079 (cell) or at **mkoppelman@markspaneth.com**.

Very truly yours,

Marc R. Koppelman,

CPA Partner

Morison KSi
Independent member

## Program Management

Blenderbox has a robust program management team, led by our Director of Project Management, Laurie Hunt PMP® and Director of Product Development, Oksana Cyrwus CSPO®.

We blend several project management methodologies (Agile, Lean, PMI PMBOK) to deliver on your objectives.

For efficient workflow and organized communication, we use a variety of management tools including Basecamp, Slack, Confluence, and Jira.

Your project will be assigned a dedicated Project Manager (PM) and a Product Owner (PO), who will be involved from the early stages to establish a solid understanding of your project goals, deliverables, timeline and budget.

The PM will be responsible for coordinating communication touchpoints, milestones, feedback loops and delivery dates. The PM will provide continuity between project phases, coordinate training to onboard your team, and continue to partner with you on a retainer basis post-launch.

The PO will work closely with you and your team, acting internally as an advocate for your project goals, business and functional requirements, and the ultimate success of your project.

# Key Personnel

**Sarah Jeffries**
*President and Co-Founder*

Sarah co-founded Blenderbox in 2000, and oversees the Design Department as well as all management decisions. She is in charge of marketing and branding for the company and has ultimate sign off on all creative for the company. Sarah has honed the creative team's experience with clients like the Smithsonian Institution, Carnegie, Scholastic, and The New York City Department of Education.

**KEY PROJECTS**
WeTeachNYC: weteachnyc.org
Yale Law School: courses.law.yale.edu
Massport/Boston Logan International Airport: massport.com
National Geographic Education: nationalgeographic.org/education
WE NYC: we.nyc
Carnegie Corporation of New York: carnegie.org

**EMPLOYMENT**
2000-Present: President, Creative Director and Co-founder, Blenderbox
1999- 2000: Art Director, Firstborn Media
1996-1999: Designer, Cosmedia, Dublin

**EDUCATION**
NCAD (National College of Art & Design), Dublin
1992-1996, Bachelor of Design in Visual Communication

**Jason Jeffries**
*CEO and Co-Founder*

Jason co-founded Blenderbox in 2000, and has grown the business with a roster of projects including National Geographic, Goldman Sachs, Harvard University, Scholastic, and the NYC Department of Education. Jason not only manages the day-to-day operations of the agency, but also helps on web development and strategic oversight for key projects.

**KEY PROJECTS**
WeTeachNYC weteachnyc.org
Yale Law School: courses.law.yale.edu
Massport/Boston Logan International Airport: massport.com
National Geographic Education: nationalgeographic.org/education
WE NYC: we.nyc
Carnegie Corporation of New York: carnegie.org

**EMPLOYMENT**
2000-Present: CEO and Co-founder, Blenderbox
1998-2000: Razorfish

**EDUCATION**
1996, University of Vermont, Bachelor of Arts in French.

**Laurie Hunt**

*Director of Project Management, PMP*

***Skilled at leading and developing long term technical solutions and high impact business process improvements.***

Results-oriented and customer-focused Project and Business Manager with demonstrated track record of strategizing and implementing mission critical IT projects to support large scale business initiatives and growth. Extensive experience establishing best practices, streamlining processes, managing resource allocation and minimizing risks while delivering high quality systems on time and under budget. Constantly driving strategic business transformations, through deep expertise in designing and running programs and focus on high quality deliverables, in a matrix organizational structure. Strong organization, communication, change management and negotiation skills with experience directing multiple cross-functional teams.

**KEY PROJECTS**

New England College: https://www.nec.edu/
New York Blood Center: https://www.nybc.org/
Carnegie Corporation of New York: https://www.carnegie.org/
RISD Alumni:https://alumni.risd.edu/
International Foundation for Electoral Systems: https://www.ifes.org/

**EMPLOYMENT**

2021-Present: Project Manager, Blenderbox
2020 - 2021: Director of Technology, Omega Institute
2006 - 2020: Director of Digital Marketing, Omega Institute
2005 - 2006: New Initiatives Manager, Omega Institute

**Oksana Cyrwus**

*Director of Product Development, CSPO, PSM*

Oksana is a software / creative professional with 15+ years experience in designing and engineering large scale enterprise systems. She's an outspoken advocate for open-source technical solutions and a Acquia Certified Grand Master. Despite having designed and delivered 50+ enterprise Drupal CMS systems, she remains adamant about using the optimum technical solution that serves the specific needs of businesses as well as their end users. At Blenderbox, Oksana empowers the creative / technical ecosystem to better transform our clients' visions into clear product strategies and successful product launches.

**KEY PROJECTS**

MITPress: mitpress.mit.edu
University of Virginia | Darden School of Business: darden.virginia.edu
UVA Darden Ideas to Action: ideas.darden.virginia.edu
Duke Cancer Institute: dukecancerinstitute.org
U.S. Department of Veterans Affairs: va.gov
U.S. Government Accountability Office: gao.gov
Minnesota Department of Revenue: revenue.state.mn.us

**EMPLOYMENT**

2021- Present: Director of Product Development, Blenderbox
2020 - 2021: Product Manager / Solutions Architect, Agile Six Applications / VA.gov Digital Modernization Initiatives
2019 - 2020: Technical Consultant, Forel Group
2016 - 2019: Senior Architect, Savas Labs
2013 – 2017: Technical Director, Digital Assets Team
2008 - 2012: Software Developer, Independent Contractor
2008 – 2014: English Language Instructor

# Relevant Case Study

## New York City Department of Education

**New York, NY**

Length of Relationship: August 2017 - Present

# *Next Generation Registration*

The New York City Department of Education is the largest school system in the United States, with over 1.2 million students in more than 1,700 separate schools.

We designed and built MySchools.nyc, the official online platform for NYC families to search for and apply to public schools, from 3-K to high school.

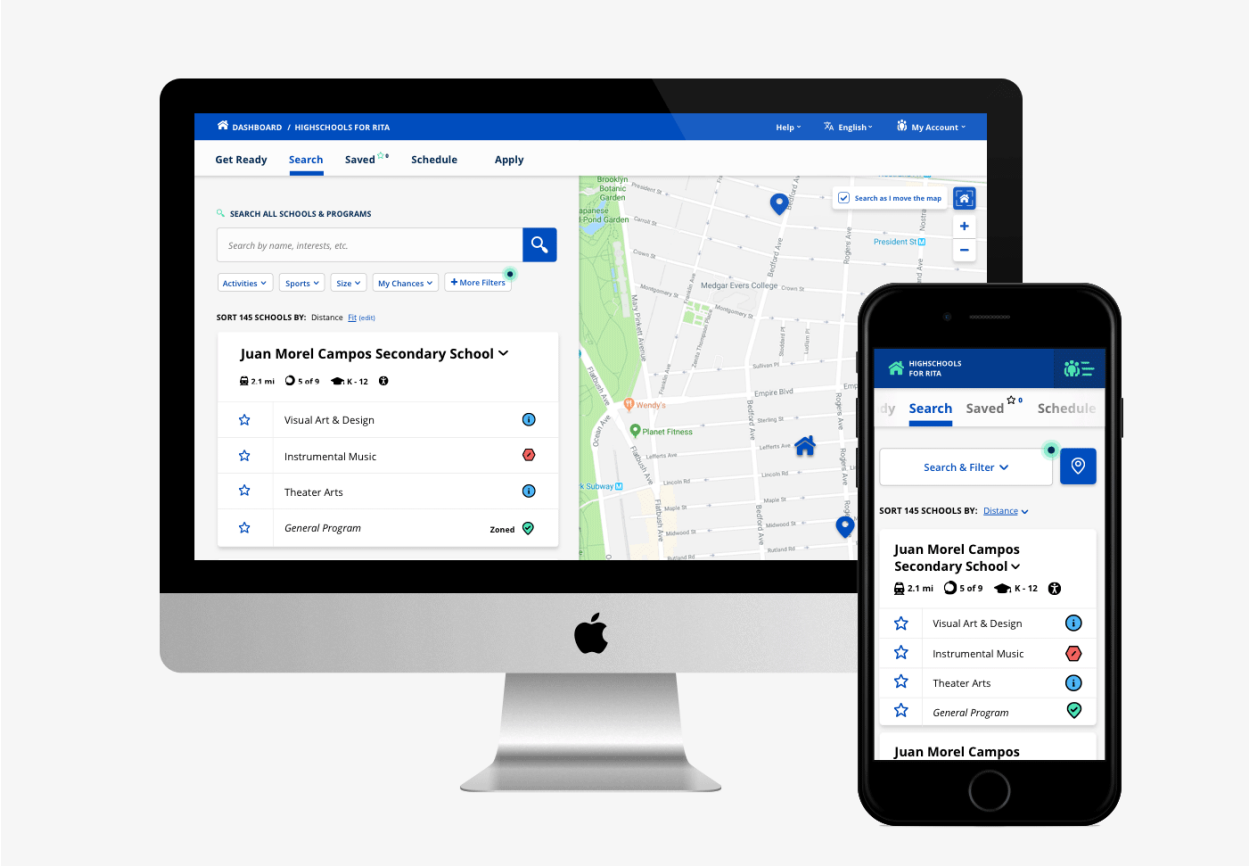
**Objective:**
The NYC DOE engaged us to replace an antiquated, paper-based workflow with a single suite of online applications for families, schools, and DOE admins. Internationalization and accessibility were key requirements of the experience design.

**Results:**
We delivered the first-ever fully online system for all NYC public school admissions. It's multi-language, mobile-optimized, and WCAG AA+ compliant. The system was fully tested and passed with flying color

## Three Applications, One Experience

We were tasked with creating three user-facing web applications: one for parents and guardians, one for school administrators, and one for the NYC Department of Education's Office of Student Enrollment. Each app has a different set of goals, use cases, and individual challenges.

The parent/guardian experience was designed to make finding and applying to schools a simple, transparent, and equitable process. The school admin portal was designed for school staff to manage enrollment of both their current and prospective students. The Office of Student Enrollment's portal had a different set of requirements, as they needed to oversee all functionality, users, and processes—including the most important aspect of all: the matching algorithm that employs a logic-based system (based on the Gale Shapley Deferred Acceptance Matching Algorithm) for matching students to their school choices and returning a single offer.

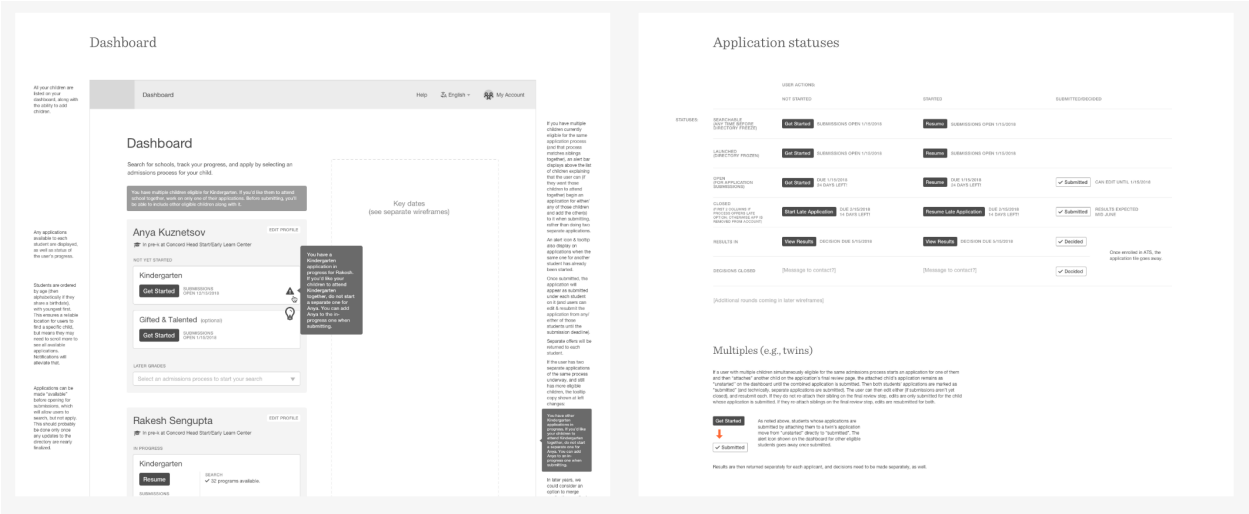



## Bringing Clarity to Complexity

The NYC Public School system is one of the most complex, diverse systems in the world. Because of the many moving pieces and rule-exceptions (such as a school that belongs to two districts in two different boroughs), we had to map out and plan for every variable, big or small.

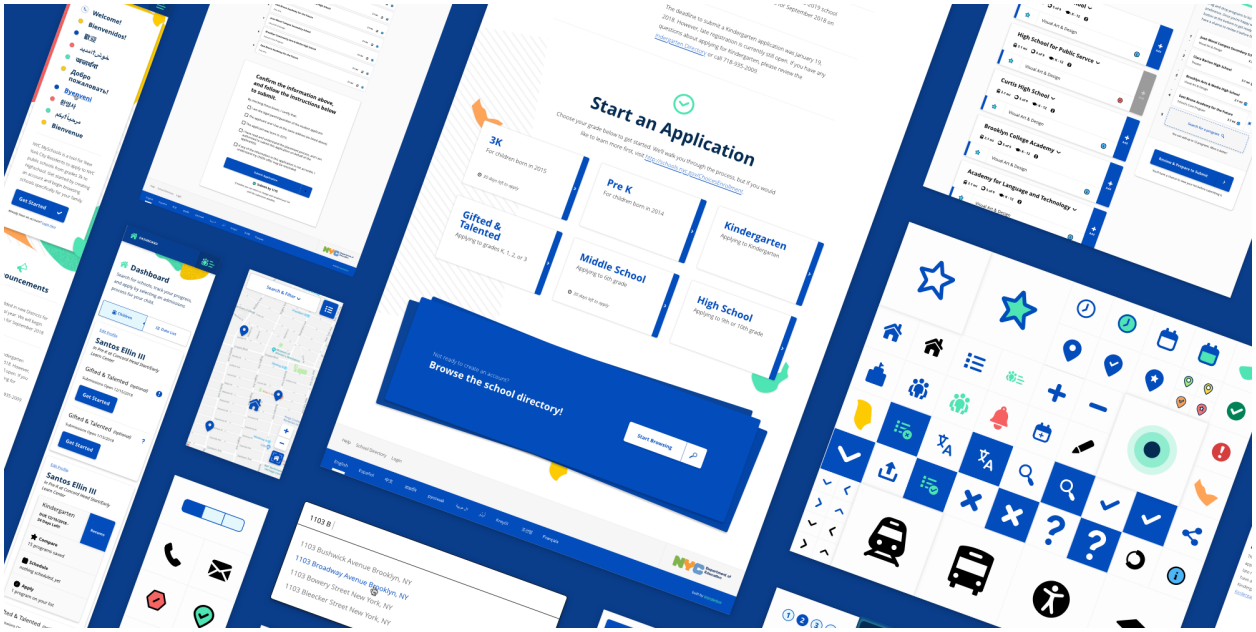
In light of these complexities, we were dedicated to simplifying and demystifying the process, easing the burden on families. Now guardians simply add their children in order to see applications available to them — rather than having to first select an application. Next time they need to apply, the system will already have an application waiting for them. Interactive checklists and app walkthroughs explain the process. Dynamic information tailors schools' acceptance criteria to the student. Filters allow guardians to find schools that suit their child—and their own schedule.

Favoriting and drag-and-drop list building assist the decision-making process. It's a one-stop shop for understanding, tracking, and making important choices for your future.




## Accessible for All

We built this experience to be fully WCAG 2.1 AA+ compliant, taking into account the many ways a user could interact with the application. We designed for 10 very different languages, including right-to-left languages like Arabic. Buttons, cards, tooltips, and microcopy had to be handled with care so they could scale properly with dramatic shifts in length and character sizes when translated into another language. The intricacies of each school card had to allow for proper keyboard tabbing, while also making hierarchical sense when interacted with via screen reader. And all of this works flawlessly at every screen size, ensuring that families without a home computer can still breeze through the application process on their smartphones.




## Delight in the Details

The scope and flexibility of options makes applying to NYC Public Schools an involved undertaking. There are a lot of factors for families to consider, from program demand to specialized auditions, so we put a lot of thought into crafting a friendly, informative, and stress-free application process. Reassuring notices and fun interactions as you hover and 'favorite' a program enhance the user interface, while "You know you did it right when you see the confetti" has become a common phrase used between advisors and parents.

## Built for Admin Diversity, too

To make sure the back-end tools will support admissions long-term, we architected database models that allow staff to easily switch admin views between school years and grade levels in order to manage student, admissions, and school data. An auto-completing search field enables admins to rapidly retrieve any student's record in order to assist them.

Robust permissioning ensures different roles can only access what they need. For example, support staff who work directly with families can adjust their applications, but aren't able to make system-level changes.

Then there's the rule-making, where a select set of admins can go in and refine the parameters surrounding things like due dates, manual placements, specialized school admissions, and even how "multiples" are handled (such as twins or same-age adopted/foster children). This unique feature-set ensures that DOE admins have a flexible tool that matches the wide-ranging and ever-evolving population of New York City.

## Impact

The New York City Department of Education now has modern means to engage parents and caregivers and help them make educated choices for their students. Guidance counselors can now spend more time counseling and less time entering data. The Office of Student Enrollment has better reporting and customization capabilities than they have ever had before.

# Vendor Forms Checklist

Per your RFP, we have included each of the requested exhibits below on the following pages.

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 L - Data Request- OUSD Data Privacy

## 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):

Blenderbox, 228 Park Avenue S Suite 92796 New York, NY 10003

Attn: Jason Jeffries, CEO

2. Tel: 718-963-4594 x104 Website: www.blenderbox.com Email: info@blenderbox.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 |
|---|---|---|
| Sarah Jeffries, President | New York, NY 10003 | 718-963-4594 x108 |
| Jason Jeffries, CEO | New York, NY 10003 | 718-963-4594 x104 |
| | | |
| | | |
| | | |

6. Point of Contact if Contract is Awarded:

| Name, Title | Location | Phone Number |
|---|---|---|
| Jason Jeffries, CEO | New York, NY 10003 | 718-963-4594 x104 |
| | | |
| | | |
| | | |
| | | |

## 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: New York City Department of Education-Office of Student

Contact Name: Sarah Kleinhandler

Title: Chief Enrollment Officer

Address: 52 Chambers Street

Phone Number: 212.374.6776

Email: skleinh@schools.nyc.gov

Services Provided: Design/Build/Maintenance of MySchools (enrollment and lottery admission platform for NYC DOE)

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

yes

**Reference 2:**

Customer Name: Yale Law School

Contact Name: Susan Monsen

Title: Chief Information Officer at Yale Law School

~~Chief Information Officer at Yale Law School~~

Address: 127 Wall St, New Haven, CT 06511

Phone Number: 203-432-4044

Email: susan.monsen@yale.edu

Services Provided: Website design and development. Development of a custom web-based front end and back end to manage the course registration process at Yale Law School. Design review and remediation to ensure compliance with WCAG AA + 2.0 standards. Other small UX and design projects.

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

---

**Reference 3:** Connecticut State Department of Education

Customer Name: Regional School Choice Office (RSCO)

Contact Name: Robin Cecere

Title: Division Director for School Choice

Address: 450 Columbus Blvd p28, Hartford, CT 06103

Phone Number: 860-713-7004

Email: Robin.Cecere@ct.gov

Services Provided: Design/Build of Application, Enrollment and Lottery management system.

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

---

## Exhibit C

## PROPOSAL PRICE FORM

| Service Description: | Annual Pricing: |
|---|---|
| Annual License for Enrollwise | $150,000 |
| | |
| | |
| | |
| | |
| | |
| | |

Total Annual Amount of Proposal: _____

Additional Fees or Special Request Costs: Initial Setup & Configuration $150,000

Signature _____

Print Name: Sarah Jeffries

Title: President

Company Name: Blenderbox, Inc.

Print Name: Sarah Jeffries

Date: 11/11/2021

## 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: 11 / 09 / 2021

## EXHIBIT E

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

I am aware of and hereby certify that neither OUSD nor Blenderbox [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 15th day of 2021 [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Sarah Jeffries

Typed or Printed Name

President, Blenderbox, Inc.

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 15th day of November, 2021 [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Sarah Jeffries

Typed or Printed Name

President

Title

# EXHIBIT F

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2021

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
Doug Jones (Justworks)
c/o Artex Risk Solutions, Inc.
P.O. Box 13838
Scottsdale, AZ 85267

CONTACT NAME: Justworks Customer Success
PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No):
E-MAIL ADDRESS: support@justworks.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Zurich Insurance Company | 40142 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Justworks Employment Group LLC Labor Contractor, for co-employees of: Blenderbox, Inc.
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES CERTIFICATE NUMBER: 21NY017950713 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 | | | | | | EACH OCCURRENCE | $ | |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | |
| | | | | | | | MED EXP (Any one person) | $ | |
| | | | | | | | PERSONAL & ADV INJURY | $ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | DED RETENTION $ | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 02-18-167-04 | 06/01/2021 | 06/01/2022 | X PER STATUTE OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2021 | 06/01/2022 | Client# 19722-NY | | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Blenderbox, Inc.
26 Dobbin Street 3rd Floor
Brooklyn, NY 11222

CERTIFICATE HOLDER

Blenderbox Inc.
228 Park Avenue S Suite 92796
Suite 92796
New York, NY 10003

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

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# EXHIBIT F

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2021

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 914-738-5678 914-355-2451<br>Meridian Risk Management<br>PO Box 8419<br><br>Pelham, NY 10803 | CONTACT NAME: Tracy Pufpaff<br>PHONE (A/C, No, Ext): 914-738-5678 FAX (A/C, No): 914-355-2451<br>E-MAIL ADDRESS: tp@meridianrisk.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : TRAVELERS CASUALTY INSURANCE CO OF AMERICA — 19046 |
| INSURED 718-963-4594<br>Blenderbox, Inc.<br>288 Park Ave S<br>Ste 92976<br>New York, NY 10003 | INSURER B : THE TRAVELERS INDEMNITY COMPANY — 25658 |
| | INSURER C : LLOYDS OF LONDON — FOR |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

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 | ✔ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✔ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✔ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | 680-4K980133 | 03/12/2021 | 03/12/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>✔ HIRED AUTOS ONLY ✔ NON-OWNED AUTOS ONLY | | | 680-4K980133 | 03/12/2021 | 03/12/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | ✔ UMBRELLA LIAB ✔ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ✔ RETENTION $ 10,000 | | | CUP-4K980121 | 03/12/2021 | 03/12/2022 | EACH OCCURRENCE | $ 3,000,000 |
| | | | | | | | AGGREGATE | $ 3,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| C | PROFESSIONAL, CYBER, NETWORK SECURITY & PRIVACY LIABILITY | | | ESJ0322531889 CLAIMS MADE | 11/01/2020 | 11/01/2021 | EACH CLAIM LIMIT | $3,000,000 |
| | | | | | | | AGGREGATE LIMIT | $3,000,000 |
| | | | | | | | EACH CLAIM DEDUCT | $5,000 |

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| TO WHOM IT MAY CONCERN<br>FOR INFORMATION AND VERIFICATION PURPOSES ONLY | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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## 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: Blenderbox, Inc.

By Sarah Jeffries

Signature of Authorized Signer _____

Title of Signor President

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 Sarah Jeffries, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJI.

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

Executed at New York, NY, ~~California,~~ on 11 / 11 / 2021

| | |
|---|---|
| Sarah Jeffries | 228 Park Ave S, Ste 92796, New York, NY 10003 |
| Typed or Printed Name | Address |
| President | 718.963.4594 |
| Title | Telephone Number |

Signature

## EXHIBIT I

## NON-COLLUSION DECLARATION

I, Sarah Jeffries, 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

11 / 09 / 2021

Name of Vendor

Blenderbox

Printed Name of Authorized Company Representative

Sarah Jeffries

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 <u>will not</u> 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.

| | | |
|---|---|---|
| 11 / 09 / 2021 | | Sarah Jeffries |
| Date | Signature/Title | Type or Print Name |
| Blenderbox | 228 Park Ave S Suite 92796 New York, NY 10003 | |
| Name of Company | Address | City and State |
| 718 | 963-4594 | N/A |
| Area Code | Telephone # | Fax # |

11-3564958

Federal Tax ID Number

# Thank You!

blenderbox

718.963.4594
info@blenderbox.com

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