



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File Number	16-1370
Introduction Date	6/22/2016
Enactment Number	16-1022 of
Enactment Date	6/22/2016

Memo

To Board of Education

From Antwan Wilson, Superintendent
Vernon Hal, Senior Business Officer
Hitesh Haria, Chief Operations Officer
John Krull, Chief Technology Officer

Board Meeting Date June 22, 2016

Subject ATTENDANCE IMPROVEMENT PROGRAM

Action Requested Approve ATTENTION2ATTENDANCE® (A2A) Software and Services Agreement between School Innovations & Achievement (SI&A) and Oakland Unified School District.

Background OUSD is pursuing new and innovative ways to improve student attendance. This initiative will give students more opportunities for school engagement toward the goal of being college, career and community ready. Chiefs from Business, Operations, and Schools have evaluated ways to help this initiative. Among other interventions and supports, SI&A's Attention2Attendance (A2A) was found to be an effective solution.

A2A helps improve attendance numbers across the country. Over a three year period, clients have reduced Chronic Absenteeism by 50%, Truancy by 27% and Excessive Excused Absences by 30%. With over two million



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students in its program, A2A provides the Key Performance Indicator (KPI) of attendance for hundreds of districts.

Discussion

This Software & Services Agreement outlines a 3-year agreement with investments of \$224,200.00 for the first year; \$209,700.00 year two and \$209,700.00 year three for a total investment of \$643,600.00.

SI&A produces and mails six different attendance intervention letters that look like they come from each of the principals with principal's signature and school's logo. Letters go out in each family's home language (written by real translators) with messaging created by the Superintendent. The software can manage student conferencing to monitor and track progress with District oversight and local school control. The platform includes attendance analysis and reporting that is timely, comparative and actionable sorted by absence type, grade, school, absence ranges, subgroup, etc. - all in a web-based one-click portal used at both school and District levels in real time. Program includes a dedicated service team, unlimited online training, live Help Desk, job aides, data alerts, "Communiqué" and "Did You Know?" emails. OUSD will also receive, at no additional cost, 8 days In-Person Training, 3 days Principal Leadership Training, 16-17 End of Year Awards Program with District-Wide Campus Recognition, a Superintendent Press Package that includes interview, press release, press packet, and a District messaging campaign for our website.

The selection of SI&A is based on a competitively bid Request for Proposal by Kern High School District and approved by their Board of Trustees on December 21, 2015. The District allows for "Piggyback" RFP's when other governmental agencies competitively bid for products and services.

Recommendation

Approve Software & Services Agreement



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Fiscal Impact

\$224,200.00 year 1, \$209,700.00 year 2, and \$209,700.00 year 3.
Accounted for with \$133,000.00 annually from District-wide Licensing
(9999994701) with remainder from Technology Services Unrestricted Data
Processing (9869220201)

Attachments

Oakland USD A2A Services Agreement
RFP_No_3278_Specifications
Kern Agenda 12.21.15



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-1370

Department: Technology

Vendor Name: School Innovations and Achievemant

Contract Term: Start Date: July 1, 2016 End Date: June 30, 2019

Annual Cost: \$ 209,700.00

Approved by: John Krull, Jackie Minor, Vernon Hal, Allan Smith

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Selection was based on presentation to Vernon Hal, Allen Smith, and John Krull. The program demonstrates increasing student attendance and is proven across 100's of districts. More than 2 million students' families engaged and on their way to creating a culture of success with Attention to Attendance (A2A).

Attention to Attendance (A2A) helps improve attendance numbers across the country. Over a three year period, clients have reduced Chronic Absenteeism by 50%, Truancy by 27% and Excessive Excused Absences by 30%. With over two million students in our program, we are the Key Performance Indicator (KPI) of attendance and our data reports are second to none.

Summarize the services this Vendor will be providing.

SI&A produces and mails six different attendance intervention letters that look like they come from each of your principals with principal's signature and school's logo. Letters go out in each family's home language with messaging created for superintendent. The software can manage student conferencing to monitor and track progress with District oversight and local school control. The platform includes attendance analysis and reporting that is timely, comparative and actionable sorted by absence type, grade, school, absence ranges, subgroup, etc. - all in a web-based one-click portal used at both school and district levels in real time. Program includes a dedicated service team, unlimited online training, live Help Desk, job aides, data alerts, "Communiqué" and "Did You Know?" emails. OUSD will also receive at no additional cost 8 days In-Person Training, 3 days Principal Leadership Training, 16-17 End of Year Awards Program District-Wide Campus Recognition, Superintendent Press Package that includes interview, press release, press packet, and School District Messaging Campaign for Website

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

RFP by Kern County

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
OAKLAND UNIFIED SCHOOL DISTRICT

This AGREEMENT (“Agreement”) dated June 22, 2016, is made by and between Oakland Unified School District (“District”) and School Innovations & Achievement, a California corporation (“SI&A”), each being a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the software and services described below;

WHEREAS, District has determined that SI&A is qualified to provide such software and services, which are not available from public sources accessible to District; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The term of this Agreement (“Agreement Term”) begins July, 2016 (“Effective Date”) and will expire automatically on its own terms on June 0, 2019 (the “Expiration Date”).

Notwithstanding this Section 1, SI&A may terminate this Agreement as provided elsewhere in this Agreement and/or the exhibits hereto.

2. **Grant of License.** Commencing on the Effective Date, SI&A grants to District a nonexclusive license, for the purposes and subject to the terms and conditions stated in this Agreement, for those users identified by District as needing to access the Software and Services (as those terms are defined in Section 3, below) as part of their job duties and approved by SI&A, which approval may not be unreasonably withheld (individually an “Authorized User” and collectively the “Authorized Users”), to use and access the Software and Services.

3. Attention2Attendance – Base Program.

Description of Software and Services. SI&A shall provide District the following software (“Software”) and services (“Services”) for each school site on Exhibit C (“Sites”) during the Agreement Period. The Software and Services provided pursuant to this Section 3 are collectively referred to as the “Base Program.”

3.1 Access By Authorized Users. Provide each Authorized User with a unique login username and password combination (an “Authentication Credential”), which District and its employees shall not disclose to any other person (including, but not limited to, other employees of District) other than the Authorized User for which SI&A issues the Authentication Credential. SI&A will issue Authentication Credentials for new Authorized Users during the Agreement Period. Such new Authentication Credentials shall be subject to the restrictions and requirements set forth above in this section pertaining to Authorized Users and Authentication Credentials.

3.2 Attendance Management Software and Analysis.

- a) Provide access to online software attendance analysis reports for the Authorized Users based on site comparisons, national studies and comparative trend analysis;
- b) Prepare Attendance Management and Analysis Reports; and
- c) Review the Attendance Management and Analysis Reports’ findings and recommendations with District.

3.3 Letter Software Management of Initial Notification of Truancy Letters (NOT).

- a) Provide access to a web based software system for the Authorized Users that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy (“Truancy Letters”) to each applicable pupil’s parents or guardians, consistent with District policy.

3.4 Letter Software Management of Discretionary Attendance Notifications.

- a) Provide access to a web-based software system for the Authorized Users that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, discretionary attendance letters to each applicable pupil’s parents or guardians as is consistent with District’s truancy and excessive excused absence policy.

3.5 Conferencing Software.

- a) Provide access to a web-based software system for the Authorized Users that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;
- b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil's parents or guardians as is consistent with District's conferencing policy.

3.6 Application Training Course and Materials. All training materials are included.

- a) Service includes tech support via the assigned Attention 2 Attendance ("A2A") Team in addition to the SI&A Help Desk; and
- b) Unlimited access to Ongoing Online Application Courses & Trainings for the Authorized Users. This service includes a Technical Trainer to demonstrate application use via web hosted training applications. *On-site training available for additional fee plus expenses.

3.7 Data Collection & General Provisions.

- a) SI&A will install and configure the Software, including, but not limited to, the DataRobot, remotely. SI&A will only use commercially accepted practices to access District's data environment to install and configure interfacing applications between the Software, including, but not limited to, the DataRobot, and District's Student Information System. A list of data elements that the DataRobot will pull as part of the Services is attached to this Agreement as Exhibit E.
- b) SI&A will prepare and distribute via Secure File Transfer Protocol (SFTP) an electronic version of all letters that have been sent on an annual basis.
- c) When SI&A transfers District data originating on District's system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).
- d) District shall own all data and records provided to SI&A by District that are subject to California Education Code Sections 49073 et seq., ("District Data") and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District

during the Agreement Period as set forth herein, and (ii) referencing and documenting SI&A's experience and capabilities, but only to the extent SI&A's use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder. Notwithstanding the foregoing, District grants SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data for any purpose otherwise allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

- e) SI&A will neither disclose District Data nor access District Data except as needed to perform the functions of the software as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution.
- f) SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond SI&A's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A's employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3.8 Letter Types.

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included

4. District's Responsibilities; District Acknowledgment.

4.1 District will be responsible for the following:

- a) The substantive outcomes of the Software and Services;
- b) Preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software;
- c) Completing the Implementation Process and District Contact Information form attached hereto as Exhibit B;
- d) Accurately preparing and maintaining true and correct student documentation and records;
- e) Establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software;
- f) Providing support and computer equipment for the Authorized Users compatible with the technology requirements specified by SI&A, including, but not limited to, (i) providing any Authorized Users with a computer on which a web browser compatible with SI&A's software is installed and (ii) ensuring that the District's computer systems meet the technology requirements specified by SI&A for (1) the operation of the DataRobot or any other Software installed on District's systems pursuant to this Agreement and (2) access by SI&A to the data collected by the DataRobot;
- g) Ensuring that District personnel do not delete, modify, or otherwise impair the operation of the DataRobot or any other Software installed on District's systems pursuant to this Agreement;
- h) Ensuring that District and school personnel who use SI&A products and services participate in the training sessions provided to District by SI&A;
- i) Providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements;
- j) Notifying SI&A when an Authorized User no longer requires access to the A2A system so that SI&A may, in its sole and absolute discretion, deactivate the Authentication Credential for that Authorized User;
- k) Protecting SI&A Confidential Information (as that term is defined in Section 4.2, below) by taking steps to preserve the confidentiality of SI&A Confidential Information, which shall, at a minimum, include (1) all steps taken by District to

protect District's own confidential information and (2) ensuring that no one other than an Authorized User accesses the Services, Software, Materials, or SI&A Confidential Information;

- l) Promptly advising SI&A in writing immediately once District becomes aware of any actual or threatened unauthorized use or disclosure of any of the SI&A Confidential Information (as that term is defined in Section 4.2, below);
- m) Ensuring that District and District personnel who use SI&A products or services comply with the terms and restrictions contained in this Agreement, including, but not limited to enforcing the terms of this Agreement as to its employees as to the confidentiality of the SI&A Confidential Information and taking such action, legal or otherwise, to the extent necessary to cause District's employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use (as such unauthorized uses are set forth in Section 4.2, below) of the SI&A Confidential Information by any of District's employees; and
- n) Within fifteen (15) business days of termination or expiration of the Agreement for any reason (including, but not limited to, any fault of SI&A or District) with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that such destruction has in fact been completed in its entirety (including, but not limited to, the permanent deletion of all electronic data) or (ii) return the SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

4.2 Restrictions. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the Software; manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing. Therefore, the rights granted to District in this Agreement are subject to the following:

- a) District acknowledges the confidential and proprietary nature of the SI&A Confidential Information and agrees to hold and keep the SI&A Confidential

Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under this Agreement and solely during the term of this Agreement (the "Authorized Uses"). District shall not use or permit any of its employees to use any of the SI&A Confidential Information for any reason or purposes other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, those uses explicitly set forth below;

- b) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software, related materials pertinent to A2A Materials (the "A2A Materials"), and/or any SI&A Confidential Information available to any third party other than an Authorized User;
- c) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information or access the A2A Service, Software, A2A Materials, or SI&A Confidential Information in order to build a similar or competitive product, software, or service or to assist any third party in building a similar or competitive product, software, or service, including, but not limited to, accessing the A2A Service, Software, A2A Materials or SI&A Confidential Information for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
- d) Except as expressly stated herein, no part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or otherwise disclosed in any form or by any means (including but not limited to electronic, mechanical, photocopying, recording, or other means) except with the express prior written consent of SI&A;
- e) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval;
- f) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service, Software, A2A, or the SI&A Confidential Information (or any portion thereof);
- g) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software, the A2A Materials, and SI&A Confidential Information and any suggestions, enhancement

requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials;

- h) District agrees that District shall not for any reason direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party;
- i) District agrees that District shall not use the SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with SI&A;
- j) District agrees that District shall not use the SI&A Confidential Information in any way, shape, or form after the expiration or termination of this Agreement;
- k) District agrees that District shall not permit any use of the SI&A Confidential Information by a third party other than District except with the express prior written consent of SI&A;
- l) District agrees that District shall not use or permit to be used the SI&A Confidential Information in any way, shape, or form that attributes the SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected, or owned by any person other than SI&A;
- m) District agrees that District shall not use the SI&A Confidential Information in any way that is detrimental to the interests of SI&A;
- n) District shall carefully restrict access to the Services, Software, Materials, and SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement, including, but not limited to, the provisions of Sections 4.1 and 4.2 of this Agreement; and
- o) District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of this Agreement.

4.3 Right of Termination by SI&A. If District violates any of District's covenants, restrictions, or responsibilities in this Section 4, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 4.3, (a) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (b) District will have ten (10) days to download and/or print all historical information and work in progress. SI&A's right of

termination in this section 4 is in addition to, and independent from, any other right of termination contained within this Agreement.

5. Payment of Fees.

For Software and Services provided pursuant to the terms of this Agreement, as outlined in Section 3, District agrees to pay SI&A according to the following table:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
A2A Base Implementation*	\$14,500	-	-
A2A Base Annual Fees:			
Software & Service**	133,000	133,000	133,000
Letters	<u>76,700</u>	<u>76,700</u>	<u>76,700</u>
A2A Base Total Annual Fees	\$209,700	\$209,700	\$209,700
Pull and configure 2015/16 year end data to provide baseline for reporting	\$28,000 - Waived	-	-
In-Person Training @ \$2,500/day Year 1 (4 Days), Year 2 (2 Days), Year 3 (2 Days)	\$10,000 - Waived	\$5,000 - Waived	\$5,000 - Waived
Principal Leadership Training @ \$2,500/Day Year 1 (1 Day), Year 2 (1 Day), Year 3 (1 Day)	\$2,500 - Waived	\$2,500 - Waived	\$2,500 - Waived
2016-17 End of Year Awards Program District-Wide Campus Recognition	\$25,000 - Waived	\$25,000 - Waived	\$25,000 - Waived
Superintendent Press Package Includes interview, press release, press packet	\$3,500 - Waived	-	-
School District Messaging Campaign for Website	\$2,000 - Waived	-	-
Total Fees	\$224,200	\$209,700	\$209,700
Fees Due	Upon Signing	May 1, 2017	May 1, 2018

*There is an additional \$2,500 implementation fee if the District changes SIS during the Agreement Term. The fee will be due upon SI&A commencing with the implementation of the new SIS.

** At any time during the Agreement Term, at the discretion of the District, the District may opt to have additional In-Person training. The District shall provide SI&A with 30 days' notice ("Districts Notice") of the date requested for additional In-Person training. SI&A in good faith will make every possible effort to accommodate the Districts Notice. If the District opts for additional In-Person training, the district shall pay SI&A a separate fee of \$2,500 and Expenses per SI&A employee facilitating training, for each day of the additional In-Person training.

District acknowledges and agrees that payment of any outstanding installments of the Fee are due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Term.

6. **District's Representations and Warranties.** In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:

6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;

6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;

6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;

6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and

6.5 All of the information provided to SI&A is true and accurate in all respects.

7. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for


any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.

8. **Survival.** The provisions of Sections 4, 5, 6, and 7, herein in addition to Standard Terms and Conditions #9, #10, #12, and #16, shall survive the termination of this Agreement.
9. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
10. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

Signature: 
Date: 5/17/2016
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

DISTRICT:

**OAKLAND UNIFIED SCHOOL
DISTRICT**

 6/22/16
James Harris
President, Board of Education

S
E
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T
A
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 6/22/16
Antwan Wilson
Superintendent and Secretary

File ID Number: 16-1370
Introduction Date: 6-22-16
Enactment Number: 16-1022
Enactment Date: 6-22-16
Bv:

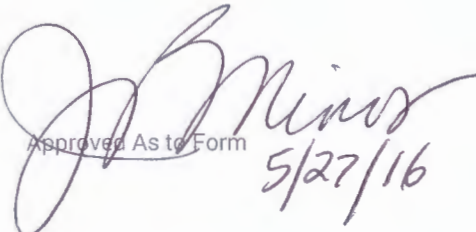

Approved As to Form
5/27/16

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's software and services (the "Services") described in the Agreement to which this Exhibit A is attached detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that SI&A is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the price of products and services set forth in Section 5, Item 5.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination.** Upon termination of this Agreement in accordance with its terms, SI&A will invoice District for Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3 and the terms set forth in the Agreement. Upon the notice of termination from either Party, the District will have thirty (30) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a below).
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District and its employees properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any California District, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data and "Deidentified information" (as defined in Education Code section 497903.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
9. **Confidential and Proprietary Materials of SI&A.**
 - a. **Definition of SI&A Confidential Information.** During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature concerning SI&A; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the software programs commonly known as ATTENTION2ATTENDANCE® ("A2A") and Partnering4SpecialEd ("P4SE"); manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing.
 - b. **Restrictions on Use of SI&A Confidential Information.** District acknowledges the confidential and proprietary nature of SI&A Confidential Information, agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under the Agreement and solely during the term of the Agreement (the "Authorized Uses").
 - c. **Restrictions on Disclosure of SI&A Confidential Information.** District shall not disclose any SI&A Confidential Information except as allowed through the express prior written consent of SI&A.
 - d. **No Unauthorized Uses of SI&A Confidential Information.** District shall not use or permit any of its employees to use any of SI&A Confidential Information for any reason or purpose other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, (i) making derivative works or reverse engineering any software, program, process, form, report, analysis, or methodology owned or created by SI&A; (ii) using SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with the SI&A; (iii) any use of SI&A Confidential Information that is detrimental to the interests of SI&A; (iv) any use which attributes SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected or owned by any person other than SI&A; (v) any use of SI&A Confidential Information after the expiration of the agreement under which SI&A Confidential Information was provided to District; and (vi) any use of SI&A Confidential Information by a third party other than District.
 - e. **Restrictions on Access to SI&A Confidential Information.** District shall carefully restrict access to SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement. This Agreement is binding on District's employees, and District agrees to be responsible for enforcing the terms of this Agreement as to its employees as to the confidentiality of SI&A Confidential Information and to take such action, legal or otherwise, to the extent necessary to cause its employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use of SI&A Confidential Information by any of District's employees.

- f. **Ownership of SI&A Confidential Information.** District agrees that District acquires no ownership interest of any kind in any portion of SI&A Confidential Information by virtue of this Agreement. Any and all derivative works created by District from SI&A Confidential Information shall be the sole and exclusive property of SI&A.
- g. **Security of SI&A Confidential Information.** District agrees to safeguard SI&A Confidential Information and to prevent the unauthorized use or disclosure thereof. In using SI&A software, District and the employees of District may be issued passwords, usernames, or other authentication credentials (collectively, "Authentication Credentials") to allow employees of District to access SI&A software. In issuing Authentication Credentials, SI&A may, in its sole and absolute discretion, specify an individual employee of District for whose sole use the Authentication Credential is issued. If SI&A identifies a specific employee for whose benefit an Authentication Credential is issued, District acknowledges, agrees, and covenants that (i) such Authentication Credentials are intended for the use of the individual for whom SI&A issued the Authentication Credential; (ii) District shall not, for any reason, direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party; and (iii) District shall take reasonable steps to ensure that no employee of District discloses an Authentication Credential to any other person, including, but not limited to, other employees of District.
- h. **Notification of Disclosure.** If, at any time during the term of the Agreement or after the term of the Agreement, District becomes aware of any unauthorized use or disclosure of any portion or part of SI&A Confidential Information in violation of this Agreement, District shall promptly advise SI&A in writing of such unauthorized use or disclosure of SI&A Confidential Information by any person (regardless of whether that person is District, an employee of District, a contractor of District, or a third party).
- i. **Documents Provided During Renewal Negotiations.** District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of the Agreement.
- j. **SI&A's Right of Termination.** If District violates any of District's covenants, restrictions, or responsibilities in this Section 9, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 9(k), (1) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (2) District will have ten (10) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a below). The right of termination contained in this Section 9(k) shall be in addition to, and independent from, any other right of termination provided for in this Agreement.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure section 638, et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure section 2017, et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the Parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Injunctive Relief.** District acknowledges that any breach of this Agreement by District or any of its employees may cause irreparable damage and harm to SI&A, and that remedies at law would be inadequate to protect against such breach of this Agreement. District agrees in advance to the granting of injunctive relief in favor of SI&A for any such breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages and without the requirement of posting a bond or other security, in addition to any other remedy to which SI&A would be entitled, all of which remedies shall be cumulative hereunder.
16. **Treatment of Information after Termination of Agreement.**
- a. **District's Treatment of SI&A Confidential Information.** Within fifteen (15) business days of termination or expiration of the Agreement for any reason, including, but not limited to, any fault of SI&A or District, District shall, with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that destruction or (ii) return SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.
- b. **SI&A's Treatment of District Information.** Upon termination of the Agreement, SI&A shall provide to District the certification required by Education Code section 49073.1(b)(7) with respect to any Pupil Records provided to SI&A by District pursuant to the Agreement. With respect to any and all data and records provided to SI&A by District or derived from data or records provided by District that are not Pupil Records or SI&A Confidential Information ("District Information"), SI&A shall preserve such District Information for a period of not less than one year. Upon the written request of District, SI&A shall return all originals and copies of District Information to District or destroy any originals and electronic copies of District Information. However, to the extent that District Information has become intertwined with SI&A Confidential Information, any and all reasonable expenses incurred by SI&A in ensuring that District's Information, as returned to District or destroyed by SI&A, does not contain any of SI&A Confidential Information shall be borne by District. Nothing in the Agreement or this Exhibit A obligates SI&A to return to District any SI&A Confidential Information.
17. **Conflict with Agreement.** To the extent that any term or provision of these Standard Terms and Conditions conflicts with any other term or provision of the Agreement, the term or provision which is in the Agreement but not in these Standard Terms and Conditions shall control.
18. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B

Attention2Attendance® Implementation Process and District Contact Information

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Initial Call: Review Implementation process with contract signer.

Attention2Attendance® Welcome Call: Implementation web meeting with the contract signer and designated district stakeholders to review A2A process, determine target dates for training, and review district decision points.

DataROBOT™ installation and initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Finalize the Production Schedule: The SI&A Implementation Team will provide a Production Schedule for the entire school year to the District Attendance day-to-day contact.

Final District Validation: The SI&A Implementation Team confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

Ongoing Service

Once Implementation is complete a Service Team will be assigned to your district.

- You will have access to:
 - Live Help Desk
 - Unlimited online training and support
- Throughout your agreement term you will have access to ongoing analysis and consultative reporting prepared and presented by SI&A. Reporting options are listed below:
 - Chronic Absentee Reports with student detail
 - Mid-Year Summary Report
 - Comprehensive End-of-Year Results
- Ongoing communications that may be sent by SI&A to all users:
 - A2A Did You Knows application tips and tricks
 - A2A Communiqués status and result updates
 - Weekly or every other week e-mail reminders during review period

District Contact Information

Day-to-Day District Attendance Contact

Name: Shelia White

Title: Coordinator

Phone: (510) 879-4251

Email: shelia.white@ousd.org

Day-to-Day District IT Contact

Name: Taz Shaikh

Title: Information Specialist IV

Phone: (510) 879-8745

Email: taslim.shaikh@ousd.org

If you have any questions please call Chelsea Nentwig at (800) 487-9234 x5199
We look forward to working with you!

Exhibit C
Sites

Acorn Woodland Elementary
Allendale Elementary
Alliance Academy
Bella Vista Elementary
Bret Harte Middle
Bridges Academy
Brookfield Elementary
Burckhalter Elementary
Carl B. Munck Elementary
Castlemont High
Chabot Elementary
Claremont Middle
Cleveland Elementary
Coliseum College Prep Academy
Community Day
Community United Elementary
Crocker Highlands Elementary
Dewey Academy
East Oakland Pride Elementary
Edna Brewer Middle
Elmhurst Community Prep
Emerson Elementary
Encompass Academy Elementary
Esperanza Elementary
Franklin Elementary
Fred T. Korematsu Discovery Academy
Fremont High
Frick Middle
Fruitvale Elementary
Futures Elementary
Garfield Elementary
Gateway To College At Laney College
Glenview Elementary
Global Family
Grass Valley Elementary
Greenleaf Elementary
Hillcrest Elementary
Hillside Academy
Hoover Elementary
Horace Mann Elementary
Howard Elementary
International Community
Joaquin Miller Elementary
Kaiser Elementary
La Escuelita Elementary
Lafayette Elementary

Sites (continued)

Laurel Elementary
Life Academy
Lincoln Elementary
Madison Middle
Manzanita Community
Manzanita Seed
Markham Elementary
Martin Luther King Jr. Elementary
McClymonds High
Melrose Leadership Academy
Metwest High
Montclair Elementary
Montera Middle
New Highland Academy
Oakland Community Day Middle
Oakland High
Oakland International High
Oakland Technical High
Parker Elementary
Peralta Elementary
Piedmont Avenue Elementary
Preparatory Literary Academy Of Cultural Excellenc
Ralph J. Bunche High
Reach Academy
Redwood Heights Elementary
Reems (Ernestine C.) Academy Of Tech And Art
Rise Community
Roosevelt Middle
Roots International Academy
Rudsdale Continuation
Sankofa Academy
Sequoia Elementary
Skyline High
Sobrante Park Elementary
Street Academy (Alternative)
Think College Now
Thornhill Elementary
United For Success Academy
Urban Promise Academy
Westlake Middle
West Oakland Middle

EXHIBIT D

PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(1): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:</p> <p>(1) A statement that pupil records continue to be the property of and under the control of the local educational agency.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(a).</p>
<p>California Education Code § 49073.1(b)(2): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.”</p>	<p>The services and software provided under this Agreement do not include any pupil-generated content.</p>
<p>California Education Code § 49073.1(b)(3): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(b).</p>
<p>California Education Code § 49073.1(b)(4): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.”</p>	<p>If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur:</p> <ol style="list-style-type: none">1. Parent, legal guardian, or eligible pupil may submit a request to District to run a Student Detail report using the District’s defined request procedures.2. The Student Detail Report can be run in the A2A UI by a District representative for delivery to parent, legal guardian, or eligible pupil.3. Any corrections the parent, legal guardian, or eligible pupil wishes to make may be conveyed in writing to the District representative who runs the Student Detail Report.4. The District representative who runs the Student Detail Report will update

	<p>information in their Student Information System, which will be transferred into A2A, or update information directly in A2A if applicable.</p>
<p>California Education Code § 49073.1(b)(5): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.”</p>	<p>SI&A will:</p> <ol style="list-style-type: none"> a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format b. Conduct monthly reviews of user access to databases c. Conduct annual training on student data security for all SI&A employees. Training material is available to district upon request. d. Provide access to all notification letters on secure SFTP site. e. Designate the Director of Technology as the responsible individual for maintaining the security of student data.
<p>California Education Code § 49073.1(b)(6): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.”</p>	<p>SI&A’s notification to the District D2D contact noted in Exhibit B by the District in writing to SI&A will include the following components:</p> <ol style="list-style-type: none"> 1. Date of unauthorized disclosure 2. Description of disclosure 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues.
<p>California Education Code § 49073.1(b)(7): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (7)(A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).”</p>	<p>An aggregated copy of the districts performance during the time of the contract will be maintained within a reporting database. This is for district comparison purposes and does not contain any student identifiable information.</p> <p>PROCEDURE:</p> <ol style="list-style-type: none"> 1. All current student data will be anonymized and a unique SIA student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and prior year information.

	<ol style="list-style-type: none"> 2. All tape backups with district information will be recalled and un-archived. The same scrubbing routine will be applied. 3. Process will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A certified letter will be mailed to the District with a list of all activities completed. 6. Enforcement of SI&A's certification that the above activities have been complete will be accomplished by audit reviews of the activities by the IT Manager.
<p>California Education Code § 49073.1(b)(8): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g)."</p>	<p>For purposes of the federal Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), SI&A is considered to be a school official under Section 1232g(b)(1)(A), whose access to student data under this Agreement is in pursuit of SI&A's legitimate educational interests in performing the services set forth under this Agreement.</p>
<p>California Education Code § 49073.1(b)(9): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising."</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(e).</p>

Exhibit E

The following data elements will be used to track and report on attendance. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.

1. State Student ID
2. District Student ID
3. Student Information System Student ID
4. Date of Birth
5. Grade
6. Gender
7. Ethnicity
8. City
9. State
10. Zip
11. School Site Code
12. Correspondence Language
13. Enrollment Status
14. Enrollment Start date
15. Enrollment Exit date
16. Hispanic Flag
17. Federal Race Codes
18. Language Fluency
19. Course Schedules
20. ELD Status
21. Attendance Date
22. Attendance Track
23. Attendance Period
24. Attendance Code

Accept Decline

OPTIONAL IN-DEPTH REPORTING

Additional reporting is available but requires SI&A to pull **additional fields**. Please check any of the additional data elements below you would like SI&A to pull for aggregate level reporting purposes only.

- English Language Learner
- Free & Reduced Lunch Status
- Foster Care

CALIFORNIA CONTRACTS ONLY:

If District chooses to have SI&A pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SI&A as a “designee” authorized to review juvenile court files under California Welfare & Institutions Code Section 827.

SPECIFICATIONS FOR



RFP No. 3278 - Truancy Prevention Software

**Proposal Submittal Date
Wednesday, August 19, 2015**

**Opening Time:
2:00 P.M.**

Conference Room "B"

**KERN HIGH SCHOOL DISTRICT
Bryon J. Schaefer, Ed.D., Superintendent**



REQUEST FOR PROPOSAL

RFP NO. 3278 – Truancy Prevention Software

PROPOSAL DUE DATE:

Wednesday, August 19, 2015 AT 2:00 P.M. (PST)

KERN HIGH SCHOOL DISTRICT
5801 SUNDALE AVENUE
BAKERSFIELD, CA 93309
(CONFERENCE ROOM B)

SUBMIT PROPOSAL TO:

Kern High School District
Attn: Richard J. Ruiz, Director
Business Services Department
5801 Sundale Avenue
Bakersfield, CA 93309
Telephone: (661) 827-3122

All proposals must be sealed and received by 2:00 p.m. (PST) on Wednesday, August 19, 2015 at the above office and address. Proposals submitted after the above deadline will not be accepted and will be returned unopened.

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SUMMARY INFORMATION SHEET

TITLE: Truancy Prevention Software
RFP NO.: 3278
SUBMITTAL DUE DATE: Wednesday, August 19, 2015 at 2:00 p.m. (PST)
SUBMIT PROPOSAL TO:

KERN HIGH SCHOOL DISTRICT
Richard J. Ruiz
Director, Business Services
5801 Sundale Avenue
Bakersfield, CA 93309

SUBMIT QUESTIONS/REQUESTS FOR RFP CLARIFICATIONS TO:

KERN HIGH SCHOOL DISTRICT
Richard J. Ruiz, Director, Business Services
5801 Sundale Avenue
Bakersfield, CA 93309
(661) 827-3122
(661) 827-3309
Email: r Ruiz@khsd.k12.ca.us

RFP SCHEDULE

The following is the **anticipated schedule of events** for this RFP.

<u>Action</u>	<u>Date</u>
Request for Proposal Release	August 4, 2015
Final Written Proposal Questions Due No Later than 4:30 p.m. PST	August 12, 2015
Proposal Submission Date	August 19, 2015 by 2:00 p.m.
Finalist Interviews	August 24, 2015

I. INTRODUCTION

A. Overview

Notice is hereby given that the Kern High School District (hereinafter "KHSD" or "DISTRICT") of Kern County, California, acting by and through its Governing Board ("Board"), will receive up to, but not later than, 2:00 p.m., August 19, 2015, sealed proposals for the award of a contract for the purchase, installation and maintenance of "Truancy Prevention Software" in accordance with the minimum specifications included herein.

Proposals must be sealed, marked with RFP No. 3278 - Truancy Prevention Software and returned to the Business Service Department of the Kern High School District, 5801 Sundale Ave., Bakersfield CA, 93309 by the time and date listed above. Each proposal must conform with and be responsive to the RFP documents.

The DISTRICT reserves the right to reject any or all proposals, or waive any irregularities in any proposal. The DISTRICT will determine which proposal will be accepted pursuant to Public Contract Code Section 201178.2. The award of the Contract, if made by the DISTRICT, will be by action of the Governing Board and to the Proposer receiving the highest evaluation score with the lowest total costs therefore among those Proposers responsive to the call for proposals.

After receiving the proposals, KHSD will review the responses, contact references, and complete a weighted scoring matrix for each Proposer. KHSD is placing significant emphasis on the Proposer's written responses.

The purpose of this Request for Proposal (RFP) 3278 - Truancy Prevention Software is to solicit proposals from qualified vendors to provide the Kern High School District (referenced in this document as "KHSD" or "DISTRICT" or "District Office") with a web-based Attendance Management Software and Analysis reporting system from a service provider experienced in extracting specific data from a student information system to identify students who are truant, have excessive excused absences, have become chronically absent or are considered "At-Risk" based on criteria set by the DISTRICT which will support the DISTRICTS effort to provide all staff with a means to assess student performance and ensure timely access to results.

This RFP contains details of the desired attendance management software and analysis reporting web-based system requirements and descriptions of the features for current and future assessment and data reporting needs. It is designed to provide interested Proposers with sufficient basic information to submit proposals meeting minimum requirements. Proposers are encouraged to expand upon the specifications to evidence service capability under this agreement. The DISTRICT will consider various proposals and methods of providing the service(s) outlined in this document.

To control the cost of the system, the KHSD will make every reasonable attempt to use the software as proposed without modification. However, the proposal must also contain an estimated modification cost based on experience with other customers and pre-submittal interviews to effectively achieve the necessary business requirements. KHSD further understands that there needs to be a balance of obtaining the best value for an enterprise solution to effectively achieve the desired results of an enterprise solution. The requirements contained in this RFP represent the KHSD's vision of an integrated system. As such, we

realize that the requirements may exceed the offerings currently available in the marketplace. For this reason proposals will be evaluated in their entirety with attention to immediate functionality as well as flexibility to accommodate changing requirements and technology. Proposals should include as a separate line item any ongoing maintenance costs.

Vendors must submit a list of successful implementations in the public sector, preferably in a K-12 California setting.

B. Background

The Kern High School District 9-12 educational structure for public education includes (18) comprehensive high schools, (6) continuation schools, (1) charter school, (1) Adult School, and (1) Regional Occupation Center. The DISTRICT has an enrollment of approximately 39,000 students.

C. Current System

The current test management tool and web-based assessment system used is Illuminate and the SIS to integrate with will be Synergy.

D. Scope

The purpose of this Request for Proposal is to provide the Kern High School District a professional implementation solution. This solution is a **attendance management software and analysis reporting web-based system** by qualified companies that can meet the current and future information systems needs and services requirements of the DISTRICT. We are seeking proposals from those companies that can provide integrated, comprehensive, and complete attendance management and analysis reporting system including but not limited to, generating legally required notices, responding to chronically absent students, manage conferences, data analysis and data extraction processes.

E. Scope of Area

Set-up, maintenance, and reporting are required for each functional area. The following is a detailed scope by each functional area:

Attendance Management Software and Analysis

- A 100% Web-Based Attendance Management System.
- Ability to access online attendance software analysis reports for authorized DISTRICT personnel.
- Prepare Attendance Management and Analysis Reports.
- Review the Attendance Management and Analysis Reports findings and recommendations with the DISTRICT.

Notification of Truancy Letters

- Provide a web-based software system, accessible to DISTRICT authorized personnel, that produces Notification of Truancy Letters to parents or

- guardians of applicable students.
- Prepare and distribute, by United States Postal Service, Notification of Truancy Letters to each applicable student's parent or guardian, consistent with DISTRICT Policy.

Management of Discretionary Attendance Notifications

- Provide a web-based software system, accessible to DISTRICT authorized personnel, that produces optional attendance letters to parents or guardians of applicable students.
- Prepare and distribute, by United States Postal Service, discretionary attendance letters to each applicable student's parent or guardian, consistent with DISTRICT truancy and excessive absence policy.

Conferencing Software

- Provide web-based software system that allows monitoring and tracking of students that require attendance conferencing, consistent with DISTRICT Policy.
- Capability for conferencing other excessive absence or tardy issues.
- Prepare and distribute, by United States Postal Service, Conference Notification Reminder letters to parent or guardian of applicable student.

Training and Materials

- All training materials shall be included at no cost to DISTRICT.
- Authorized DISTRICT personnel shall have unlimited access to application courses and training at no cost.

Additional Contracts

- KHSD shall work with vendor to negotiate a contract, in addition to this RFP, detailing software licensing, data ownership, and any other relevant factors.

Term of Contract

- The term of this contract will be from September 1, 2015 thru August 31, 2016, with (2) additional one-year renewals, if agreed upon by both parties.

Termination

- This contract may be terminated by either KHSD or the Vendor upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement.

F. Evaluation Criteria

KHSD will use a competitive process based upon elevating a certain number of vendors to compete against each other at different levels (stages) of the process. Ultimately, the

KHSD will select the proposer it deems most advantageous based on the proposer's demonstrated competence, professional qualifications, cost, and strength of proposed software solutions. If a vendor fails to meet expectations during any part of the process, KHSD reserves the right to proceed with the remaining vendors or to elevate a vendor that was not elevated before. Selection of the final vendor will be based upon the following steps and factors:

Phase I – The proposals will initially be evaluated for responsiveness to the RFP

- Responsiveness to the proposal specifications and detailed submittal requirements. Proposals found to be incomplete may be rejected as non-responsive. Proposals not deemed to be competitive may also be rejected.
- Previous successful installation of proposed software in a public sector within the state of California and/or a large educational environment is preferred. However successful installations of proposed software in a public sector outside the state of California/and or a large education environment is also deemed appropriate for evaluation.
- Proposal must be an integrated management information system which includes all applications identified in the RFP.

Phase II – Responsive Proposals will be subject to a detailed proposal assessment

- Overall functionality of the implementation solution
- Cost of implementation services
- Maintenance and support costs
- Vendor experience with similar implementations
- Implementation methodology plan/staffing
- Initial reference checks
- Completeness of cost proposal and value of the solution
- Evaluation of proposal against requirements
- Ease of integration with other applications

After Phase II, KHSD will rank the responsive proposals based on the above criteria.

Phase III – Reference Checks, Interviews and Site visitations

- Interviews will be conducted with the finalist vendors to explore in detail the proposed implementation strategy and project plan and to discuss vendor qualifications and experience. KHSD may choose to interview the vendor's training team and ask them to demonstrate portions of sample training sessions.
- In-depth references will be checked to address issues raised by the demonstrations and interviews or to answer detail questions not yet resolved. Visits to sites using the proposed software may be also conducted. Vendors may be asked to help arrange these site visits, but not to attend the visits.
- Optional – KHSD may, at their discretion, require vendors to conduct a fit-gap analysis in collaboration with selected DISTRICT representatives. The cost associated with this fit-gap analysis will be treated as a

separate contract. However, vendor should include this Optional Fit Gap Analysis in the cost worksheet. The costs should be identified as optional and must be included as part of the Grand Total of the Cost Pricing Sheet.

II. GENERAL INFORMATION

A. Specifications and proposal documents will be available for download from www.kernhigh.org. If there are any issues in accessing or downloading, the specifications will be available at the Kern High School District, 5801 Sundale Avenue, Bakersfield, CA 93309 to secure documents. Consultants shall, at the time of picking up or downloading this RFP, provide the OWNER with their business email address, street address, and mailing address, if different from the street address. Any communications directed to either address given, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the Consultant.

B. Interested firms shall thereafter submit **one (1) original and three (3) copies of their proposal, including the requested information along with one (1) electronic copy on CD-ROM in write protected PDF format**, in a sealed envelope with RFP Number and Name, the name of Consultant, date and time, and delivered to the address listed below:

Kern High School District
Richard J. Ruiz
Director, Business Services
5801 Sundale Avenue
Bakersfield, CA 93309

C. It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. Proposals received after Wednesday, August 19, 2015 at 2:00 p.m. will be deemed non-responsive and returned to the submitting firm unopened.

D. This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of the Request for Proposal supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to consultant services for the OWNER obtained from any source, either by verbal or written communications.

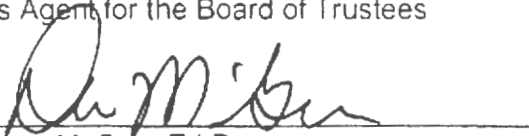
E. This RFP shall not be construed, (1) to create an obligation on the part of the OWNER to enter into a contract with any firm, or (2) to serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

F. This process is a RFP/Competitive Negotiation process, for the Professional Consultant Services for the implementation of the Truancy Prevention Software described herein, as permitted by California Public Contract Code Section 20118.2. The OWNER may enter into a contract with the Consultant it deems most advantageous to OWNER based on the Consultant's response to the RFP, demonstrated competence and professional qualifications. OWNER reserves the right to negotiate on any or all components of each proposal submitted.

G. Due to the amount of interested responses and limited resources, we regret that requests for debriefings will not be considered.

H. Facsimile (FAX) responses will not be considered. The OWNER will not provide submittal information by either FAX or overnight-type mail service.

Kern High School District
As Agent for the Board of Trustees

A handwritten signature in black ink, appearing to read "Dean McGee", is written over a horizontal line.

Dean McGee, Ed.D.
Assistant Superintendent, Education Services and Innovation Programs

III. GENERAL CONDITIONS

A. Examination of RFP Documents

Consultants shall thoroughly examine the contents of the RFP. The failure or omission of any Consultant to receive or examine any RFP documents, forms, instruments, addenda, or other documents shall in no way relieve the Consultant from obligations with respect to the RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

If the Consultant discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, they shall immediately notify the Director of Business Services, Richard J. Ruiz, of the error and request modification or clarification of the document (Refer to Exhibit "C" Proposal Question Form). Clarifications shall be given by written notice to all Consultants participating in the RFP, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to Section F. below.

If a Consultant fails to notify the Director of Business Services, Richard J. Ruiz, of an error in the RFP before the date scheduled for submission of proposals, or of any error which reasonably should have been known to them, they shall submit the proposal at their own risk. If the contract is awarded to the Consultant, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

B. Addenda

Addenda issued by the OWNER interpreting or changing any of the items in the RFP, including all modifications thereof, shall be responded to and incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit them with their proposal at the time of proposal opening.

C. Signature

The proposal must be signed in the name of the Consultant and must bear the signature of the person authorized to sign proposals on behalf of the Consultant.

D. Completion of Proposals

Proposals shall be complete in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the Board of Trustees the information contained therein was intended to erroneously mislead the OWNER in the evaluation of the proposal.

E. Erasures

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by initialing in the margin immediately opposite the correction the initials of the person signing the proposal.

F. Modification of RFP Response

The Consultant may modify his proposal after its submission by written notice to the Director of Business Services, Richard J. Ruiz, of withdrawal and re-submission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

G. Withdrawal of Proposal

The Consultant may withdraw his proposal by submitting a written request to the Director of Business Services, Richard J. Ruiz, at any time before the date and time scheduled for proposal submission. The Consultant may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date and time.

H. Rejection of Proposals

The OWNER'S Board of Trustees reserves the right to reject any or all proposals received in response to this RFP.

I. Misunderstandings

The RFP documents will be clarified by the Director of Business Services, Richard J. Ruiz, upon written request from a Consultant.

J. Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the Consultant and shall not be chargeable to the OWNER.

K. Evaluation of Proposals

Proposals will be evaluated in accordance with the procedures contained in Section V. During the evaluation, validation and selection process, the Director of Business Services, Richard J. Ruiz, may request a meeting with a Consultant's representative to request answers to questions or may request that he/she answer specific questions in writing. The Director of Business Services, Richard J. Ruiz, may require that Consultant make presentations that are pertinent to the evaluation process. If a question and/or questions are asked by the Director of Business Services, Richard J. Ruiz, in a meeting and these questions and the answers thereto are pertinent to the proposal documents and the contract to be awarded, the questions and the answers will be sent to the Consultant in writing for verification before they are included in the proposal and/or contract documents.

L. Award of Contract

If a contract is awarded, it will be to the responsible Consultant whose proposal is deemed to be the best proposal and whose proposal best meets the needs of the OWNER. It is anticipated that the contract will be awarded at the September 8, 2015 Board Meeting or sooner.

M. Errors in Proposal

Consultants shall be bound by the terms and conditions of their proposals notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, the Director of Business Services, Richard J. Ruiz, may notify the Consultant that their proposal contains errors and require the Consultant to correct the errors.

N. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Consultant shall sign and file with the OWNER a certificate acceptable to the OWNER before performing the work.

O. Contract Documents

All Documents, including Exhibits, Addendums, Downloads and OWNER Communications in this RFP, are complementary. Work called for by one shall be binding as if called for by all.

P. Covenant Against Contingent Fees

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposal, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

For breach or violation of this warranty, the OWNER shall have the right to terminate any contract that may be entered into with the Consultant and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. Non-Discrimination Clause

Consultant shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, handicap, age or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

R. Compliance with Civil Rights

Consultant hereby assures that he will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 e (17) to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

S. Compensation

The OWNER shall pay Consultant an amount not to exceed the maximum cost proposed by Consultant or offered by OWNER and accepted by Consultant for work resulting from this RFP. Payments shall be made upon receipt of itemized invoices delivered monthly, or less frequently at the option of the Consultant.

If additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the hourly rates specified in the Consultant's response to this RFP.

T. Insurance and Indemnification

The Consultant shall not commence work under this contract until all required insurance hereunder and certificates evidencing such insurance have been delivered to the OWNER.

Consultant shall take out and maintain, during the term of the Agreement, such Commercial General Liability and Property Damage Insurance as is required to protect the Consultant and OWNER from any and all actions, suits or other proceedings which may arise as a result of the work performed by the Consultant pursuant to the Agreement with the OWNER. The policy so secured and maintained shall be for not less than \$1,000,000.

Professional Liability Insurance protecting from claims arising out of the performance of professional services caused by a negligent act, error, or omission of the Consultant, or act for which the Consultant is legally liable, shall be provided in an amount of not less than \$1,000,000. The Professional Liability Insurance shall remain in full force and effect for a period of two years after the termination of the contract.

Errors and Omissions Insurance with a limit of not less than \$1,000,000.

Workers' Compensation Insurance in accordance with statutory limits and employer's liability insurance with a limit of not less than \$1,000,000.

Automobile Liability Insurance shall be provided in an amount of not less than \$1,000,000.00.

The Consultant shall furnish to the OWNER certificates of such insurance annually on the anniversary of the contract, signed by an authorized representative of the insurance carrier, which shall name the OWNER as additional insureds and shall be endorsed as follows: "The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty days written notice by certified mail, proof of delivery requested, has been given to the OWNER."

Consultant shall hold harmless and indemnify the OWNER and all officers, agents and employees of the OWNER, from and against any such actions, suits or other proceedings.

All insurance shall be issued by a company or companies listed in the current "Best's

Key Rating Guide" publication with a minimum of an A-, VIII rating. The OWNER, its officer's, agents, and employees shall be named as additional insured on the General Liability policy. The OWNER must approve any deviations from the requisite policy amounts and ratings.

U. Liquidated Damages

The required schedule for the start and completion of installation and implementation of the library management system, services and features shall be mutually agreed upon and set forth in the Contract form. These dates will be fixed so that utilization of the library management system, services and features are consistent with the timing schedules of OWNER'S programs. If any of the library management system, services or features are not installed and implemented within the times specified, and the delay interferes with the proper implementation of the OWNER'S programs, liquidated damages may be assessed in the amount set forth below.

Due to the nature of the contract, it would be impractical and extremely difficult to fix actual damages sustained in the event of any such delay. Therefore, the OWNER and Consultant will presume that in the event of any such delay the amount of damage which will be sustained will be one thousand dollars (\$1,000.00) each calendar day and the OWNER and the Consultant agree that in the event of any such delay, the Consultant will pay such amounts as liquidated damages and not as a penalty. Amounts due the OWNER as liquidated damages may be deducted by the OWNER from any money payable to the Consultant.

V. Bonding/Security

OWNER reserves the right to require a performance bond and/or other performance security to ensure that the Consultant completes its work on the Project. In its proposal, Consultant shall provide the OWNER with its preferred method of providing performance security and its proposed cost, which will be subject to review, evaluation, and finalization as part of the final contract.

W. Independent Contractor

While performing services pursuant to this Agreement, Consultant is an Independent Contractor and not an officer, agent or employee of the OWNER.

X. Assignment of Contract

The Consultant shall not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties or obligations without the prior written consent of the OWNER.

IV. PROPOSAL INSTRUCTIONS AND CONTENTS

A. General

All proposals shall be submitted in the format as specified. Provide a complete response

to each request for information. Responses to this section of the RFP will be used by the OWNER to determine the successful Consultant. Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Consultant's firm as described in this RFP including, but not limited to, the Scope of Work included in Section I-D. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the OWNER.

B. Title Page and Executive Summary

Indicate the Request for Proposal Title being provided, the name of the firm, local address, the name of the firm's contact person for the purpose of this RFP, the telephone number of the contact person and the date. Provide an overview of the entire proposal describing the general approach or methodology the Consultant will use to meet the goals and fulfill the general functions as set forth in this RFP.

C. Table of Contents

Include a clear identification of the material included in the firm's response by section and by page number.

D. Letter of Transmittal Identifying the Consultant

Summarize understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of the firm, their titles, addresses and telephone numbers. The person and/or persons authorized to execute the contract on the part of the firm shall sign the transmittal letter.

1. Legal name and address of the company.
2. Legal form of the company (corporation, partnership, etc.).
3. Subsidiaries and affiliations.
4. Address and phone number of the office that will be primarily responsible for providing services for this Proposal.
5. Business License Number(s)/Classification(s).

E. Profile of Consultant

1. State whether the firm is local, regional, national or international.
2. State the location of the office from which the work will be done if the firm is awarded the contract, the number of partners, managers, senior Consultants, supervisors and other professional staff employed at this office.
3. Describe the range of activities performed by the office from which the work will be done.

4. Provide total number of professional staff employed by the Consultant.
5. Provide brief biographies of individuals that will be working directly with OWNER.

F. References

1. Provide a list of clients for whom your firm has provided similar services in the past two (2) years.
2. The reference list shall include the names and addresses of each client, the names, titles and telephone number of each client's manager, and the dates the work was performed. During the evaluation and selection process, the Director of Business Services, Richard J. Ruiz, may contact each of the reference clients. Consultants are hereby advised that the OWNER's Board of Trustees maintains the sole and exclusive right to determine whether or not the Consultant can perform the work to be done. This determination will specifically address the level, background and experience of individual firms.

G. Work Plan

Prepare a work plan to accomplish the services as specified in this Request for Proposal. The work plan shall include calendar and time estimates for each significant segment of the work.

H. Costs of the Services

Fee Proposal - Provide an articulate Fee Proposal to perform each phase and scope of work described in this Request for Proposal. The Fee Proposal should include the cost of all services, and the hourly rates for staffing positions for additional services. OWNER intends to review the fee information during, and use same as part of, the selection process to determine the firm best suited to meet the purposes of the OWNER.

- I. All proposals received by the OWNER will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Consultant designates trade secrets or other proprietary material to be confidential. Any documentation which the Consultant believes to be a trade secret must be provided to the OWNER in a separate envelope or binder and must be clearly marked as a trade secret. The OWNER will endeavor to restrict distribution of material and analysis of the proposals. Consultants are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the OWNER shall in no way be liable or responsible for any such disclosure. Consultants are advised that the OWNER does not wish to receive material designated as trade secrets and requests that Consultants not supply trade secrets unless absolutely necessary. The Consultant's qualification package, and any other supporting materials submitted to the OWNER in response to the request, will not be returned and will become the property of the OWNER unless portions of the materials submitted

are designated as proprietary at the time of submittal, and are specifically requested to be returned.

V. ANALYSIS AND EVALUATION CRITERIA OF PROPOSALS

A. General

This section of the RFP describes the general procedures that will be utilized by the OWNER during the evaluation and selection process. It is the intention of the OWNER to select a Consultant who is deemed to best satisfy the requirements of this RFP, taking into consideration all aspects of the RFP response, including quality, and the cost of the services to be provided.

B. Elements of Evaluation of Proposals

1. The selection process is designed to ensure that the Consultant's services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for the OWNER.

2. All proposals received by the specified deadline will be reviewed by the OWNER for content, fee, related experience and professional qualifications of consultants. The final approval will be by the OWNER Board of Trustees. All other things being equal, local (within the County or State) consultants are preferred over non-local consultants. Of all joint venture Proposals, only local consultants in prime position will be acceptable and reviewed. The OWNER reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any Proposal received. The OWNER reserves the right to select the Proposal, which in its sole judgment best meets the needs of the OWNER or, none at all.

3. All proposals will be subjectively evaluated on the following criteria:

Criteria	Value
Professional Experience of the Firm and Proposed Team to Perform the Anticipated Implementation Services <ul style="list-style-type: none"> • Professional experience of the principals to be assigned to the project; • Experience and training of key personnel; • Demonstrated ability to prepare accurate estimates and to accomplish projects within a stipulated budget; • Nature and quality of recently completed work; • Reliability, continuity and location of the firm and/or subconsultants; • Availability of the proposed team members 	30%
Previous References and Relevant Experience with Projects of Similar Size and Function <ul style="list-style-type: none"> • Previous Experience 	10%

• References	
Understanding of the Current Project Scope and Requirements	30%
<ul style="list-style-type: none"> • Understanding of Project Scope • Knowledge of applicable federal, state and local codes 	
Fee Proposal	30%
Total	100%

4. At the election of the OWNER, a short-list of the top firms may be generated, and the OWNER may invite the short-listed respondents to make an oral presentation to the evaluation committee before reaching a final selection. After review of the proposals, and receipt of presentations, if elected by the OWNER, the firm deemed to best meet the needs of the OWNER will be contacted.

5. Upon final selection, the services agreement will be processed by the OWNER for award of contract. Exhibit B is substantially the form of the Sample Agreement for Professional Services, which the successful firm is expected to sign. Prospective consultants shall be notified of major changes to this RFP or the proposed Professional Services Agreement by addenda.

C. OWNER will use a competitive process based upon elevating a certain number of Consultants to compete against each other at different levels (stages) of the process. Ultimately, the OWNER will select the proposer it deems most advantageous based on the proposer's demonstrated competence, professional qualifications, cost, and strength of proposed software solutions. If a Consultant fails to meet expectations during any part of the process, OWNER reserves the right to proceed with the remaining Consultants or to elevate a Consultant that was not elevated before. Selection of the final Consultant will be based upon the following steps and factors:

1. Phase I – The proposals will initially be evaluated for responsiveness to the RFP
 - a. Responsiveness to the proposal specifications and detailed submittal requirements. Proposals found to be incomplete may be rejected as non-responsive. Proposals not deemed to be competitive may also be rejected.
 - b. Previous successful installation of proposed software in a public sector within the state of California and/or a large educational environment is preferred. However successful installations of proposed software in a public sector outside the state of California/and or a large education environment is also deemed appropriate for evaluation.
 - c. Proposal must be an integrated management information system which includes all applications identified in the RFP.
2. Phase II – Responsive Proposals will be subject to a detailed proposal assessment

- a. Overall functionality of the implementation solution
- b. Cost of implementation services
- c. Maintenance and support costs
- d. Vendor experience with similar implementations
- e. Implementation methodology plan/staffing
- f. Initial reference checks
- g. Completeness of cost proposal and value of the solution
- h. Evaluation of proposal against requirements
- i. Ease of integration with other applications

After Phase II, KHSD will rank the responsive proposals based on the above criteria.

3. Phase III – Reference Checks, Interviews and Site visitations
 - a. Interviews will be conducted with the finalist vendors to explore in detail the proposed implementation strategy and project plan and to discuss vendor qualifications and experience. KHSD may choose to interview the vendor's training team and ask them to demonstrate portions of sample training sessions.
 - b. In-depth references will be checked to address issues raised by the demonstrations and interviews or to answer detail questions not yet resolved. Visits to sites using the proposed software may be also conducted. Vendors may be asked to help arrange these site visits, but not to attend the visits.
 - c. Optional – KHSD may, at their discretion, require vendors to conduct a fit-gap analysis in collaboration with selected district representatives. The cost associated with this fit-gap analysis will be treated as a separate contract. However, vendor should include this Optional Fit Gap Analysis in the cost worksheet. The costs should be identified as optional and must be included as part of the Grand Total of the Cost Pricing Sheet.

VI. PROHIBITED ACTIVITY

A. Submitting firms or their agents shall not make any personal contacts with any member of the OWNER's Staff or Board of Trustees prior to selection and award of a contract for this work, except as provided for in this RFP.

B. Conflict of Interest: Proposing firms shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of OWNER or member of its governing body shall have any pecuniary interest direct or indirect, in the resulting Agreement or the proceeds thereof.

EXHIBIT "A"
KERN HIGH SCHOOL DISTRICT
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

**Consultant May Submit Their Standard Agreement with Proposal
Agreement to Be Negotiated**

THIS AGREEMENT entered into this _____ day of _____, 2015 by and between the Kern High School District, hereinafter referred to as "OWNER", and _____, a California Corporation, with its principal place of business at _____, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, The OWNER is authorized, pursuant to Government Code Section 31000, to engage the services of a professional or technical expert on a temporary basis for the performance of necessary services; and

WHEREAS, toward this end the OWNER desires to secure the services of a competent and qualified Consultant to provide the OWNER professional implementation solution including but not limited to, a fully integrated Library Management System; and

WHEREAS, the OWNER has complied with the provisions of Government Code Section 4526 concerning the demonstrated competence and professional qualifications of consultant; and

WHEREAS, Consultant desires to be retained and represents it is qualified, having necessary expertise and experience in integrated, comprehensive, and complete library management solutions pursuant to the terms and conditions of this agreement:

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide those professional services, in accordance with the terms and conditions of this Agreement, set forth below and as are more fully described in "Attachment A: Project Approach and Work Schedule", attached hereto and incorporated herein by this reference (to be provided by Consultant); and "Attachment B: Request for Proposal" attached hereto and incorporated herein by this reference.

- 1.1 The Consultant shall address in specific detail, but not limited to, the following subject areas:
- a. To Be Determined and Negotiated
 - b. Other related work

1.2 At all times the Consultant shall proceed:

- a. In a manner that will assure the timely development, preparation and approval of all documents.

ARTICLE 2 CHANGE IN THE WORK

The OWNER and Consultant may make additions to the Scope of Services by mutual written agreement. The OWNER may omit work previously ordered by written instructions to Consultant. The provisions of this Agreement, with appropriate changes in Consultant's Compensation and Project Schedule, shall apply to all additions and omissions.

ARTICLE 3 RESPONSIBILITIES OF THE OWNER

The OWNER will provide a Designated Representative(s) and staff assistance by appropriate OWNER personnel and the items listed below in support of the Consultant's professional services; however, the Consultant shall be responsible for the evaluation of all information supplied by the OWNER.

- 3.1 Provide all criteria and full information as to its requirements for the project.
- 3.2 Upon identification by Consultant and approval by the OWNER of the necessity and scope of information required, furnish Consultant with available data, reports, surveys and other materials and information required for this project; except those included in Consultants scope of services.
- 3.3 Provide access to the property and make all provisions for Consultant or its subcontractor(s) to enter upon OWNER sites as required for Consultant to perform its service under this Agreement.
- 3.4 Give prompt written notice to Consultant whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

ARTICLE 4 PROJECT SCHEDULE

Consultant shall begin work within _____ (_____) calendar days of the OWNER's authorization to proceed. The consultant shall adhere to the work schedule developed by the OWNER and Consultant to comply with the requirements.

ARTICLE 5 COMPENSATION

For performing the services set forth in this Agreement, Consultant shall be compensated for the following:

5.1 To Be Determined and Negotiated

Any changes in the scope of services to be provided by the Consultant under this Agreement shall be accompanied by a corresponding change in the amount of the Consultant's compensation satisfactory to both of the parties hereto. Such change(s) shall be made in writing.

ARTICLE 6 PAYMENT

Payment for services rendered by Consultant shall be in accordance with the following:

- 6.1 Invoices shall be submitted by Consultant every month, and shall indicate time worked by each employee and expenses incurred during the preceding month.
- 6.2 Ten percent 10% of the total compensation due Consultant shall be withheld until approval by OWNER'S Board of Trustees.
- 6.3 Consultant shall issue a monthly statement of account.
- 6.4 The OWNER shall make payment to Consultant, less the 10% retention, within (30) days of receipt of invoice.

ARTICLE 7 GENERAL CONDITIONS AND COVENANTS

The OWNER and the Consultant covenant as follows:

- 7.1 Absent OWNER's consent, Consultant shall not disclose or permit disclosure of any information developed pursuant to this Agreement, except to its employees and other Consultants who need such information in order to properly perform the services required by this Agreement.
- 7.2 Upon completion of the Project, the OWNER agrees that Consultant and its major subconsultants and subcontractors shall be recognized in publicity, news releases, or public ceremonies that result from this project.
- 7.3 Consultant shall not assign or transfer this Agreement or any part hereof without the prior written consent of the OWNER nor shall the Consultant assign any monies due or to become due to it hereunder without the prior written consent of the OWNER.

- 7.4 It is expressly understood that in the performance of the services herein provided for, Consultant shall be, and is, an independent contractor and is not an agent or employee of OWNER. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of said consulting services hereunder. Consultants shall be solely responsible for all matters relating to the payment of its employees including compliance with social security, withholding, and all other regulations governing such matters.
- 7.5 Consultant shall indemnify, defend (upon request by the OWNER) and hold harmless, the OWNER and its trustees, agents and employees from and against all claims, losses, damage, injury and liability for damages arising as a result of negligence or omissions of the Consultant, its agents, officers, or employees, in the performance of its services under this Agreement. Acceptance of any insurance certificates required under this Agreement does not relieve the Consultant from Liability under this indemnity and hold harmless clause.
- 7.6 At all times during the term of this Agreement, Consultant, and its sole cost and expense, shall maintain:
- 7.6.1 a single limits, Comprehensive General Liability Insurance policy with personal injury, property damage and contractual liability coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said public liability insurance shall name the OWNER, its agents, officers and employees as additional insureds and provide that such insurance may not be canceled or reduced until thirty (30) days after OWNER shall have received notice of such cancellation or reduction, and
 - 7.6.2 Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000, and
 - 7.6.3 Workers' Compensation Insurance in accordance with statutory limits and employer's liability insurance with a limit of not less than \$1,000,000, and
 - 7.6.4 Professional Liability Insurance with a limit of not less than \$1,000,000, and
 - 7.6.5 Errors and Omissions with a limit of not less than \$1,000,000 per occurrence.
 - 7.6.6 Consultant shall file certificates of such insurance with the Director of Business Services, Kern High School District prior to the commencement of its performance under this Agreement.
- 7.7 Consultant shall pay its employees, and require and ensure that its subconsultants and subcontractors pay their employees, who perform work on the project at least the rate of wages set for each craft, classification or type of worker by the Department of Industrial Relations of the State of California for work performed in Kern County. Further, Consultant agrees to comply with all of the provisions of Division 2, Part 7, Chapter 1 of the Labor Code, which by this reference are incorporated herein and are considered to be a part of this Agreement. Consultant further agrees that is shall require any

subcontractor it uses to comply with the provisions of the Labor Code cited above.

- 7.8 Records of the Consultant's "Direct Personnel and Reimbursable Expense" pertaining to this project shall be kept on a generally recognized accounting basis and shall be available to the OWNER or its authorized representative for inspection or auditing at mutually convenient times.

ARTICLE 8 NOTICES

Any notices to be given hereunder by either party to the other may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated within three (3) days from mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notices in accordance with this paragraph:

To the OWNER:

Kern High School District
Business Services
5801 Sundale Avenue
Bakersfield, CA 93309

To the Consultant:

ARTICLE 9 TERMINATION OF AGREEMENT

The OWNER reserves the right to terminate this Agreement upon giving Consultant notice of its intention to terminate a least five (5) working days prior to the effective date of termination, in which event OWNER shall only pay Consultant for work done prior to the effective date of termination computed pursuant to the Rates and Charges schedule attached hereto. In the event that this Agreement is terminated, Consultant shall furnish to the OWNER the result of all services performed by Consultant prior to the date of termination.

ARTICLE 10 EXTENT OF AGREEMENT

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force nor effect excepting a subsequent modification in writing, signed by the party to be charged.

ARTICLE 11 GOVERNING LAW

The terms of this Agreement shall be constructed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of California.

ARTICLE 12 EXECUTION

Each individual executing this Agreement on behalf of Consultant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Consultant and that this Agreement is binding upon Consultant in accordance with its terms. Consultant shall, prior to commencing work, deliver to the Director of Business Services, Kern High School OWNER a copy of a Resolution of Consultant's governing body authorizing or ratifying the execution of this Agreement.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

OWNER
KERN HIGH SCHOOL DISTRICT

By _____
Scott Cole, Ed.D., Deputy Superintendent, Business

CONSULTANT
(NAME OF FIRM)

By _____

Print Name _____

Print Title _____

RECOMMENDED FOR APPROVAL
Kern High School District

By _____
Richard J. Ruiz, Director, Business Services

EXHIBIT "B"
KERN HIGH SCHOOL DISTRICT
PROPOSAL QUESTION FORM

Project Name: Truancy Prevention Software

RFP No.: 3278

Date: _____	Consultant: _____
	Address: _____
	E-Mail: _____
Question By: _____	Fax No.: _____
	Phone No.: _____

QUESTION: _____

RESPONSE:
Date: _____ **Answered By:** _____
Answer: _____

Addendum Required: YES NO

NOTE: All questions must be received by the Kern High School District, Richard J. Ruiz, Director of Business Services, in written form [FAX (661) 827-3309] a minimum of seven (7) days prior to proposal opening date. This will allow time to respond to the question and/or issue an addendum to all Consultants addressing the question. Questions received less than seven (7) calendar days before proposal opening date will not be acknowledged.

EXHIBIT "C"
KERN HIGH SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY CONSULTANT, NOTARIZED AND SUBMITTED WITH
PROPOSAL

PROJECT TITLE: RFP No. 3278 – Truancy Prevention Software

OWNER: Kern High School District

I, _____, being duly sworn, deposes and says:

That he or she is the _____ (position) of _____ (name of Consultant/Firm), the party making the proposal; that the proposal was not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal was genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, including representatives of OWNER, to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract, or to pay or contribute to anyone, including representatives of OWNER, anything of value including cash or other consideration for being awarded a contract; that all statements contained in the proposal are true; and further that the Consultant has not, directly or indirectly, submitted his or her proposal price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent of any of these, to effectuate a collusive or sham proposal; and that Consultant will immediately notify the OWNER'S Business Office should any OWNER'S employee either request or accept any such payment or other consideration. Should any of these provisions be violated, any contract awarded to the violating proposer shall be declared void.

Consultant/Firm Name _____

By _____

Print Name _____

State of California)
)
County of _____)

ss.

Subscribed and sworn to (or affirmed) before me on this ___ day of _____, 20___ by _____ or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NOTARY SEAL

Signature of Notary



KERN HIGH SCHOOL DISTRICT

5801 Sundale Avenue
Bakersfield, CA 93309-2924
(661) 827-3154 FAX: (661) 827-3301

BOARD OF TRUSTEES

Special Board Meeting

December 21, 2015

OFFICIAL MINUTES

PRELIMINARY

Call to Order

The December 21, 2015, Special Meeting of the Board of Trustees of the Kern High School District was called to order at 8:43 a.m. by Board President Williams, in Conference Room "A" of the Administrative and Support Services Office, Kern High School District, 5801 Sundale Avenue, Bakersfield.

Members Present:

Mike Williams, President
Jeff Flores, Clerk Pro Tem
Chad Vegas, Member

Member(s) Absent:

Phillip Peters, Clerk
J. Bryan Batey, Vice President

Administrative Staff Member(s) Present:

Bryon J. Schaefer, Ed.D., Superintendent
Brenda Lewis, Assistant Superintendent, Instruction Division
Dean McGee, Ed.D., Assistant Superintendent, Educational Services and Innovative Programs Division
Michael Zulfa, Ed.D., Associate Superintendent, Human Resources Division
Scott Cole, Ed.D., Deputy Superintendent, Business Division

Administrative Staff Member(s) Absent:

Graci Ashmore, Administrative Assistant to the Superintendent and Board of Trustees

Adoption of Closed Session Final Agenda

Superintendent Schaefer announced no changes to the Closed Session Final Agenda and asked for Board action to adopt. It was moved by Trustee Flores, seconded by Trustee Vegas and carried with a three (3) yes and two (2) absent (Trustee Batey and Trustee Peters) vote that the Final Agenda be adopted as posted with no changes as announced by Superintendent Schaefer.

**Hearing of Citizens
on Closed Session
Agenda**

No requests were submitted to address the Board of Trustees regarding items listed on the Closed Session agenda.

ADJOURN TO CLOSED SESSION

**Reconvene in
Closed Session**

The Board of Trustees reconvened in Closed Session at 8:43 a.m. in Conference Room A. The following Closed Session agenda items were considered by the Board of Trustees:

1. **Public Employee Administrative Appointment:**
 - a. **Principal, North High School**

2. **Conference With Agency Labor Negotiator, Michael Zulfa, Regarding Collective Bargaining Agreement(s) with Employee Group(s):**
 - Kern High School Teachers Association (KHSTA)
 - ✓ **Kern High School District Counselors Association**
California School Employees Association, Chapter #81, Unit B
California School Employees Association, Chapter #81, Unit E/Police Unit
California School Employees Association, Chapter #747, Unit
A/Transportation Unit
 - ✓ **Kern High School District Management & Confidential Association**
 - ✓ **Kern High School District Nurses**
Laborers' International Union of North America, Local 220, Skilled Trades
Union, Unit D
Laborers' International Union of North America, Local 220, Supervisors, Unit
F

3. **Conference with Legal Counsel Regarding Existing Litigation (Paragraph (1) of Subdivision (d) of Government Code Section 54956.98): Case No. S-1500-CV-275395**

4. **Conference with Legal Counsel Regarding Pending Litigation (Subdivision (a) of Section 54956.9): One Case – Case No. S-1500-CV-283224**

**Adjournment of
Closed Session**

The Board of Trustees adjourned Closed Session at 9:59 a.m.

RECONVENE TO OPEN SESSION

**Reconvene to
Open Session**

The Board of Trustees reconvened to Open Session at 10:00 a.m. in Conference Room A of the Kern High School District Administrative and Support Services Office.

**Adoption of Final
Agenda**

It was moved by Trustee Flores, seconded by Trustee Vegas and carried with a three (3) yes and two (2) absent (Trustee Batey and Trustee Peters) vote that the Final Agenda be adopted with changes as announced by Superintendent Schaefer.

REPORT FROM CLOSED SESSION

**Closed Session
Report**

In Closed Session, the Board of Trustees approved the following Public Employee Administrative appointment:

Mark Balch was appointed Principal, North High School, beginning date to be determined.

No other action was taken by the Board of Trustees in Closed Session.

HEARING OF CITIZENS

Hearing of Citizens

No requests were submitted to the Board of Trustees.

BOARD OF TRUSTEE REPORTS, INQUIRIES AND/OR ITEMS FOR ACTION

**Board of Trustee
Reports, Inquiries
and/or Items for
Action**

No reports, inquiries and/or items for action.

DIVISION REPORTS AND ITEMS

SUPERINTENDENT'S OFFICE

No Agenda Items

INSTRUCTIONAL DIVISION

No Agenda Items

EDUCATIONAL SERVICES AND INNOVATIVE PROGRAMS DIVISION

No Agenda Items

HUMAN RESOURCES DIVISION

No Agenda Items

BUSINESS DIVISION

No Agenda Items

CONSENT AGENDA

*Items required by law and/or items in accordance with the
District Administrative Code and/or the Education Code*

Consent Agenda

Board President Williams called for a motion to approve the items listed on the Consent Agenda. It was moved by Trustee Vegas, seconded by Trustee Flores, and carried with a three (3) yes and two (2) absent (Trustee Batey and Trustee Peters) vote to approve the Consent Agenda as presented.

Superintendent's Office

No Consent Agenda Items

Instructional Division

No Consent Agenda Items

Educational Services and Innovative Programs Division

1. Authorization to Enter into Agreement between Kern Community College District and the Kern High School District for the Career Pathways Trust Grant. The purpose of this Agreement is to implement the California Career Pathways Trust Grant round 2 (CCPT2) awarded by the California Department of Education (CDE). The term of the Agreement is from July 10, 2015 through September 30, 2019
2. Authorization to Enter into an educational affiliation agreement with the County of Kern/America's Job Center of California to conduct classes offered by the Kern High School District/Bakersfield Adult School within the food services program stated in the agreement for the duration of the contracted term
3. Approval of the Addendum for RFP No. 3278 to the Attention2Attendance (A2A) Software & Services agreements between School Innovations & Achievement, Inc., and the Kern High School District. This agreement is an amendment to Section 3.7 to include additional software and services
4. Approval of the Community Classroom Training Agreement to conduct classes offered by the Kern High School District/Schuetz Career Center-ATC Retail within their designated vocational programs for the duration of the contracted time (Discovery

Church)

5. Approval of the Master Contract Agreement for Nonpublic, Nonsectarian School Agency Services with Oak Grove/Jack Weaver School for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.7
6. Approval of the Individual Service Contract for Nonpublic, Nonsectarian School Agency Services with Oak Grove/Jack Weaver School for the purpose of providing special education and related services to one (1) individual student with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.7
7. Approval of the Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services with Red Rock Canyon School – Lava Heights Academy Campus for the purpose of providing special education and related services to one (1) individual student with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.7
8. Approval of the Community Classroom Training agreement to conduct classes offered by Kern High School District/Ruggenberg Career Center-Custodial within their designated vocational programs for the duration of the contracted time (City Center)
9. Approval of the Master Contract for Nonpublic, Nonsectarian School Agency Services with Red Rock Canyon School-Lava Heights Academy Campus for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.7
10. Approval of two (2) Agreement for Services with Dr. Ann Simun of Neuropsychology Partners, Inc., to provide for certain independent educational evaluations (IEE) of student and one (1) neuropsychological assessment
11. Approval of the Revised Dual Enrollment Course Agreements between the Kern High School District and the Kern Community College District. Changes include the amount owed by Kern Community College District to the Kern High School District for each course offered

Human Resources Division

No Consent Agenda Items

Business Division

1. Approval of Amendment No. 1 to Power Purchase Agreements between Kern High School District, Solar, LLC and Kern High School District. The proposed amendment will allocate the termination values to each system and change phasing of 2 sites
2. Approval of Amendment No. 1 to Site Lease Agreements between Kern High School District, Solar, LLC and Kern High School District. The proposed amendment will allow changes to PPA site phases as approved by the District

3. Approval of Change Order No. 1 for Bid No. 2784 – South High School Maintenance & Courtyard as follows:

Contractor:	James E. Thompson, Inc. dba JTS Construction
Original Contract Amount:	\$ 259,400.00
Adjusted Contract Amount:	\$ 259,400.00
This <u>Increase</u> :	\$ 30,848.43
New Total:	\$ 290,248.43

4. Approval of Change Order No. 1 for Bid No. 2820 – Bakersfield High School Northeast Parking Lot Paving as follows:

Contractor:	Kern Asphalt Paving & Sealing Co., Inc.
Original Contract Amount:	\$ 308,013.00
Adjusted Contract Amount:	\$ 308,013.00
This <u>Increase</u> :	\$ 24,491.00
New Total:	\$ 332,504.00

5. Approval of Change Order No. 1 for Bid No. 3308 – Transportation Maintenance Shop Cooler Addition as follows:

Contractor:	Andrew Young Contracting, Inc. dba AYC Construction
Original Contract Amount:	\$ 123,995.00
Adjusted Contract Amount:	\$ 123,995.00
This <u>Increase</u> :	\$ 1,010.00
New Total:	\$ 125,005.00

6. Approval of Change Order No. 2S for RFQ No. 3217 – Golden Valley High School CTEFP Modernization Phase Three for Agricultural Science and Agricultural Mechanics Acoustical Ceilings as follows:

Contractor:	Western Building Materials Co.
Original Contract Amount:	\$ 3,075.00
Adjusted Contract Amount:	\$ 4,065.00
This <u>Increase</u> :	\$ 897.00
New Total:	\$ 4,962.00

7. Approval of Request by James E. Thompson, Inc. dba JTS Construction, awardee for Bid No. 2784 – South High School Maintenance & Courtyard to authorize the addition of Sub-contractors. Due to additional work that was not part of the original scope of work added by change orders, James E. Thompson, Inc. dba JTS Construction does not have listed subcontractors that are properly licensed to perform the work and cannot self-perform. James E. Thompson, Inc. dba JTS Construction has requested approval to utilize Grijalva Contractors and Terry Bradford Concrete Construction, Inc. for this project

8. Authorization to Enter into a Short Term Consulting Agreement between Kern High School District and Advanced Care Wellness. The proposed agreement will provide On-site biometric health screenings and online health risk assessments (HRA) for District Wellness Program. Term of Agreement is January 19, 2016 through February 4, 2016
9. Authorization to Enter in Compromise and Release Agreement between Kern High School District and NTT Data, Inc.
10. Authorization to Extend Bid No. 2650 - District-wide Annual Contract for Asphalt for the Third Year of a Potential Five Year Contract with Burtch Construction. Burtch Construction proposed a 0% increase for the third year contract. The second year contract usage was approximately \$175,000.00
11. Authorization to Extend Bid No. 2651 - District-wide Annual Contract for Exterior and Specialty Painting for the Third Year of a Potential Five Year Contract with Mark Selbach Painting. Mark Selbach Painting proposed a 0% increase for the third year contract. The second year contract usage was approximately \$140,000.00
12. Authorization to Solicit Bids for Arvin High School Theatrical Rigging System Repairs
13. Authorization to Solicit Bids for Central Kitchen Cold Storage Equipment Replacement
14. Authorization to Solicit Bids for District-wide Purchase of Custodial Supplies
15. Authorization to Solicit Bids for Foothill High School Stadium Bleacher Replacement
16. Authorization to Solicit Bids for Shafter High School Theatrical Rigging System Repairs
17. Authorization to Solicit Bids for Transportation Shop Building Expansion
18. Award of Bid No. 3001 – North High School Modernization Phase 1 Chain Link Fencing to San Joaquin Fence in the total base bid amount of \$18,870.00. The District received one other bid from Rudnick Fence Co. in the total base bid amount of \$28,733.00
19. Award of Bid No. 3002 – North High School Modernization Phase 1 Concrete to Central California Construction, Inc. in the total base bid amount of \$51,000.00. The District received one other bid from James E. Thompson, Inc., dba JTS Construction in the total base bid amount of \$127,500.00
20. *Award of Bid No. 3008 – North High School Modernization Phase 2 and Phase 2a Site Demolition & Earthwork to Wreck Age Demolition, Inc. in the total base bid amount of \$865,100.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Sturgeon Services International</i>	<i>\$ 1,155,207.25</i>
<i>Taft Plumbing Co., Inc.</i>	<i>\$ 1,244,340.00</i>
21. *Award of Bid No. 3009 – North High School Modernization Phase 2 and Phase 2a Selective Demolition to Bowen Engineering and Environmental in the total base bid amount of \$157,000.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>American Incorporated</i>	\$ 167,700.00
<i>Vortex Construction</i>	\$ 186,912.00

22. *Award of Bid No. 3010 – North High School Modernization Phase 2 and Phase 2a Asphalt Concrete Paving to Central Valley Asphalt in the total base bid amount of \$434,800.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Burtch Construction</i>	\$ 480,563.00
<i>Kern Asphalt Paving & Sealing Inc.</i>	\$ 523,973.00
<i>Bowman Asphalt, Inc.</i>	\$ 624,100.00
<i>Sturgeon Services International</i>	\$ 703,139.16
<i>Granite Construction Company</i>	\$ 761,000.00

23. *Award of Bid No. 3011 – North High School Modernization Phase 2 and Phase 2a Site Utilities to Con Cast Co in the total base bid amount of \$649,400.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>HPS Mechanical, Inc.</i>	\$ 798,476.00
<i>Taft Plumbing Co., Inc.</i>	\$ 680,466.00

24. *Reject all bids for Bid No. 3012 – North High School Modernization Phase 2 and Phase 2a Chain Link Fencing. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids for this project at a future date*

25. *Award of Bid No. 3013 – North High School Modernization Phase 2 and Phase 2a Site Concrete to Tumblin Company in the total base bid amount of \$1,767,000.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Sturgeon Services International</i>	\$ 1,835,727.72
<i>James E. Thompson, Inc. dba JTS Construction</i>	\$ 2,107,542.00
<i>Santa Clarita Concrete</i>	\$ 2,234,900.00
<i>Brian DeVries Construction, Inc.</i>	\$ 2,460,000.00
<i>Golden Empire Concrete Products, Inc. dba StructureCast</i>	<i>Withdrew bid due to clerical error</i>

26. *Award of Bid No. 3014 – North High School Modernization Phase 2 and Phase 2a Structural Concrete to Santa Clarita Concrete in the total base bid amount of \$1,374,900.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Tumblin Company</i>	\$ 1,404,000.00
<i>Brian DeVries Construction, Inc.</i>	\$ 2,055,000.00

27. *Award of Bid No. 3015 – North High School Modernization Phase 2 and Phase 2a Masonry to Dorfmeier Masonry, Inc. in the total base bid amount of \$1,670,000.00. The*

District received one other bid from Reyes Masonry Contractors Inc. in the total base bid amount of \$1,810,420.00

28. Award of Bid No. 3016 – North High School Modernization Phase 2 and Phase 2a Site Structural Steel & Misc. Iron to Kern Steel Fabrication, Inc. in the total base bid amount of \$1,820,000.00. The District received other bids as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Shollenbarger-Borello Inc. dba Golden State Steel	\$ 1,948,000.00
McWhirter Steel	\$ 2,032,000.00

29. Reject all bids for Bid No. 3017 – North High School Modernization Phase 2 and Phase 2a Ornamental Metal. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids for this project at a future date
30. Reject all bids for Bid No. 3018 – North High School Modernization Phase 2 and Phase 2a General Construction. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids for this project at a future date
31. Award of Bid No. 3019 – North High School Modernization Phase 2 and Phase 2a Architectural Woodwork to K& Z Cabinet Co., Inc in the total base bid amount of \$238,750.00. The District received other bids as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Fremont Millwork Co.	\$ 242,750.00
Stolo Cabinets, Inc.	\$ 252,940.00
Pyramid Systems, Inc.	\$ 254,800.00
Emerzian Woodworking Inc.	\$ 269,840.00

32. The District received no bids for Bid No. 3020 – North High School Modernization Phase 2 and Phase 2a Insulation. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids for this project at a future date
- ~~33. ITEM DELETED Award of Bid No. 3021 – North High School Modernization Phase 2 and Phase 2a Roofing. Bid results will be available at the Board meeting~~
34. Award of Bid No. 3022 – North High School Modernization Phase 2 and Phase 2a Metal Roofing to Midstate Sheetmetal, Inc. in the total base bid amount of \$619,000.00. The District received other bids as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
DAC Service, Inc. dba Four C's Construction	\$ 730,124.00
Graham Prewett, Inc.	\$ 772,000.00
Best Contracting Services, Inc.	\$ 872,300.00
Danny Letner Inc. Dba Letner Roofing Co.	\$ 1,629,000.00

- 35. *Reject all bids for Bid No. 3023 – North High School Modernization Phase 2 and Phase 2a Doors, Frames & Hardware. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids for this project at a future date*
- 36. *The District received no bids for Bid No. 3024 – North High School Modernization Phase 2 and Phase 2a Overhead Coiling Counter Doors. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids and/or quotes for this project at a future date*
- 37. *Award of Bid No. 3025 – North High School Modernization Phase 2 and Phase 2a Doors, Windows, Glass & Glazing to Kern Glass and Aluminum Company in the total base bid amount of \$137,413.00. The District received no other bids*
- 38. ~~*ITEM DELETED – Award of Bid No. 3026 – North High School Modernization Phase 2 and Phase 2a Lath, Plaster, Drywall & Metal Studs. Bid results will be available at the Board meeting*~~
- 39. *Award of Bid No. 3027 – North High School Modernization Phase 2 and Phase 2a Ceramic Tile to Visalia Ceramic Tile, Inc. in the total base bid amount of \$178,100.00. The District received on other bid from J. Dean Ballard & Sons Tile & Marble Co. in the total base bid amount of \$273,905.00*
- 40. *Award of Bid No. 3028 – North High School Modernization Phase 2 and Phase 2a Acoustical Ceilings & Tectum to Western Building Materials Co. in the total base bid amount of \$278,400.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
C G Chaney Company, Inc.	\$ 395,000.00
R.F. Koerber, Inc.	\$ 421,526.00

- 41. *Award of Bid No. 3029 – North High School Modernization Phase 2 and Phase 2a Resilient Wood Flooring to McWill Sports Surfaces, Inc. in the total base bid amount of \$226,500.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
HY Floor and Gameline Painting, Inc.	\$ 230,100.00
Hur Flooring Co.	\$ 235,500.00
Geary Floors, Inc.	\$ 238,000.00

- 42. *Award of Bid No. 3030 – North High School Modernization Phase 2 and Phase 2a Flooring & Carpet to Donald M. Hoover Company in the total base bid amount of \$54,436.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Michael Flooring, Inc.	\$ 63,980.00
Moore Flooring, Inc.	\$ 66,321.00
Metro Floors, Inc.	\$ 74,900.00

- 43. ~~*ITEM DELETED - Award of Bid No. 3031 – North High School Modernization Phase 2 and Phase 2a Painting. Bid results will be available at the Board meeting*~~

- 44. *Reject all bids for Bid No. 3032 – North High School Modernization Phase 2 and Phase 2a Toilet Partitions & Accessories. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids and/or quotes for this project at a future date*
- 45. *Award of Bid No. 3033 – North High School Modernization Phase 2 and Phase 2a Architectural Specialties to Blaser Building Specialties, Inc. in the total base bid amount of \$129,150.00. The District received no other bids*
- 46. *Award of Bid No. 3034 – North High School Modernization Phase 2 and Phase 2a Metal Lockers to Sierra School Equipment Company in the total base bid amount of \$268,865.00. The District receive other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Herk Edwards, Inc.	\$ 279,585.00
California Facility Specialties, Inc.	\$ 289,000.00

- 47. *Award of Bid No. 3035 – North High School Modernization Phase 2 and Phase 2a Food Service Equipment to Kitcor Corporation in the total base bid amount of \$62,436.00. The District received no other bids*
- 48. *Award of Bid No. 3036 – North High School Modernization Phase 2 and Phase 2a Athletic Equipment to California Facility Specialties, Inc. in the total base bid amount of \$99,383.00. The District received one other bid from Herk Edwards, Inc. in the total base bid amount of \$127,215.00*
- 49. *Award of Bid No. 3037 – North High School Modernization Phase 2 and Phase 2a Telescoping Bleachers to Herk Edwards, Inc. in the total base bid amount of \$242,060.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Sierra School Equipment Company	\$ 264,455.00
Irwin Seating Company	\$ 265,470.00

- 50. *Reject all bids for Bid No. 3038 – North High School Modernization Phase 2 and Phase 2a Vertical Platform Lift. Staff will review and redefine the scope of work for the project. Authorization to resolicit bids and/or quotes for this project at a future date*
- 51. *Award of Bid No. 3039 – North High School Modernization Phase 2 and Phase 2a Fire Sprinkler System to CMA Fire Protection dba RLH Fire Protection in the total base bid amount of \$107,550.00. The District received one other bid from Fire System Solutions, Inc. in the total base bid amount of \$154,700.00*
- 52. *Award of Bid No. 3040 – North High School Modernization Phase 2 and Phase 2a Plumbing to Taft Plumbing Co., Inc. in the total base bid amount of \$805,024.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
HPS Mechanical, Inc.	\$ 1,068,298.00
J. Noble Binns Plumbing Co., Inc.	\$ 1,153,000.00

53. *Award of Bid No. 3041 – North High School Modernization Phase 2 and Phase 2a HVAC & Sheet Metal to Journey Air Conditioning in the total base bid amount of \$1,283,109.00. The District received other bids as follows:*

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Strategic Mechanical, Inc.</i>	<i>\$ 1,514,000.00</i>
<i>Sheldon Mechanical Corporation</i>	<i>\$ 1,590,000.00</i>

54. *Award of Bid No. 3042 – North High School Modernization Phase 2 and Phase 2a Electrical to A-C Electric Company in the total base bid amount of \$2,340,000.00. The District received one other bid from Atkins Specialty Services, Inc. which was found to be non-responsive*
55. *Award of Bid No. 3043 – North High School Modernization Phase 2 and Phase 2a Fire Alarm System to All-Tech Fire & Security, Inc. in the total base bid amount of \$99,605.00. The District received no other bids*
56. *Award of RFP No. 3343 – Request for Proposals for Preliminary Environmental Assessment Services (PEA) for Career and Technical Education Regional Training Center (CTERTC) – 2015 to Soils Engineering, Inc. The District received other proposals as follows:*

VENDOR
Millennium Consulting Associates
Padre Associates, Inc.
PLACEWORKS
SOMA Environmental Engineering, Inc.

57. *Award of RFP No. 3344 – Request for Proposals for Environmental Services (CEQA) for Career and Technical Education Regional Training Center (CTERTC) – 2015 to Provost & Pritchard. The District received one other proposal from PLACEWORKS*
58. *The District received no proposals for RFP No. 3345 – Request for Proposals for Civil Engineering Services for Career and Technical Education Regional Training Center (CTERTC) – 2015. Staff will review and redefine the scope of work for the project. Authorization to resolicit proposals for this project at a future date*
59. *Award of RFQ No. 3269 – Request for Qualifications for Architectural Services for Bakersfield High School Administration, Warren Hall, and Street Closure Modernization 2015 to Klassen Corporation. The District received other proposals as follows:*

VENDOR
Ordiz-Melby Architects, Inc.
Radian Design Group, Inc.
SC Architect, Inc.
IBI Group Architecture Planning
NAC Architecture
ATI Architectis and Engineers
Little Diversified Architectural Consulting
Intergrated Designs by Soman, Inc.

SVA Architects, Inc.

60. *Award of RFQ No. 3342 – Request for Qualifications for Architectural Services for Career and Technical Education Regional Training Center (CTERTC) – 2015 to Ordiz-Melby Architects, Inc. The District received other proposals as follows:*

VENDOR

SC Architect, Inc.

IBI Group Architecture Planning

DLR Group

Intergrated Designs by Soman, Inc.

ATI Architectis and Engineers

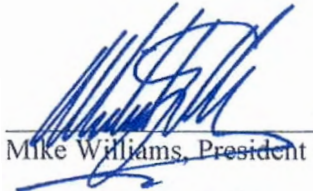
Little Diversified Architectural Consulting

SIM Architects

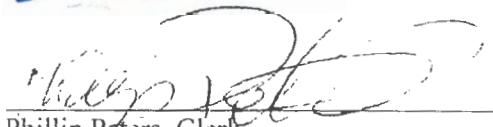
ADJOURNMENT

Adjournment

President Williams adjourned the Special Board Meeting of December 21, 2015, at 10:02 a.m.



Mike Williams, President



Phillip Peters, Clerk

MW/PP:ga