

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

Resolution No. 2223-0078

Award of Bid - Indo Trading LLC - RFP# 21-119CSSS - 40,000 COVID-19 Antigen Rapid Self-Test Kits

WHEREAS, on April 29, 2022, OUSD issued RFP# 21-119CSSS; and

WHEREAS, on May 20, 2022, OUSD received at least one responsive bid to RFP# 21-119CSSS, including by Indo Trading LLC.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education hereby acknowledges that Indo Trading LCC submitted a responsive bid to RFP#21-119CSSS;

BE IT FURTHER RESOLVED, the Board, based on the recommendation of the Superintendent or her designee, selects Indo Trading LCC's bid and hereby awards Indo Trading LCC a contract accordingly; and

BE IT FURTHER RESOLVED, the Board approves the attached Agreement for Purchase of Supplies/Materials 2022-2023 with Indo Trading LCC in an amount not to exceed \$1,000,000 for the term August 1, 2022 through June 30, 2023.

PASSED AND ADOPTED on September 14, 2022, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Kyra Mungia, Clifford Thompson, Vice President Clifford Thompson, President Gary Yee

NOES: VanCedric Williams

ABSTAINED: Mike Hutchinson


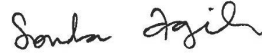
RECUSED: None

ABSENT: Student Director Natalie Gallegos Chavez, Student Director Linh Le

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on September 14, 2022.

Legislative File	
File ID Number:	22-1956
Introduction Date:	9/14/22
Enactment Number:	22-1555
Enactment Date:	9-28-2022 CJH

OAKLAND UNIFIED SCHOOL DISTRICT	
	9-29-2022
Gary Yee President, Board of Education	
	9-29-2022
Sondra Aguilera Acting Superintendent and Secretary, Board of Education	

AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS - 2022-2023

This Agreement for Purchase of Supplies/Materials (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Indo Trading LLC

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

8/1/22

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

6/30/23

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Supplies/Materials Being Delivered and Transfer of Ownership.**

VENDOR shall deliver the supplies or materials (“Supplies/Materials”) as described in #1A of **Exhibit A**, attached hereto and incorporated herein by reference. Ownership in the Supplies/Materials shall transfer at the time of delivery.

3. **Alignment and Evaluation.** VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Supplies/Materials are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and

all aspects of the Supplies/Materials, In accordance with Paragraph 6 (Compensation), the Supplies/Materials must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the Supplies/Materials, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies/Materials do not comport with this Agreement.

5. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Supplies/Materials, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR will not access or receive student data in connection with this Agreement.

6. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily delivering Supplies/Materials in accordance with this Paragraph, Paragraph 8 (Invoicing), and #1B in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:

\$1,000,000

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

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Supplies/Materials shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Supplies/Materials actually delivered and after OUSD's written approval that Supplies/Materials were actually delivered.

The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct any defects with the Supplies/Materials, even if the defects were not apparent or detected at the time a payment was made.

- d. Compensation for any Supplies/Materials delivered prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the delivery of such Supplies/Materials.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
7. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies/Materials, in accordance with this Agreement.
8. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Supplies/Materials were delivered, date(s) Supplies/Materials were delivered, brief description of Supplies/Materials, the total invoice amount, and the basis for the total invoice amount.
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing

period. OUSD reserves the right to refuse to pay untimely invoices.

- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
- e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

9. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 14 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to provide the Supplies/Materials, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt,

makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Supplies/Materials, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Supplies/Materials under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of suspension.

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

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Awfmar "Agie" Sihotang
Title: Owner, Indo Trading LLC
Address: 2879 Metropolitan Pl.
City, ST Zip: Pomona, CA 91767
Phone: (909) 906-1597
Email: agie@indotradingusa.com

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

11. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.
12. **Insurance.**
 - a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to

increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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

13. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 10 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies/Materials. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

14. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Paragraph 13

- (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 10 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
15. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
16. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national

origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

17. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
18. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 6 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Supplies/Materials delivered in connection with this Agreement.
23. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall

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

24. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Supplies/Materials covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
25. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and

supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.

28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
30. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
31. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
32. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to,

Government Code section 16.5 and the regulations promulgated therefrom.

33. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
34. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 9, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
35. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Awfmar Sihotang

Signature: 

Position: Owner, Indo Trading LLC

Date: July 26, 2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 6 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee

Signature: 

Position: Board President

Date: 9-29-2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Sondra Aguilera

Signature: 

Position: Acting Secretary, Board of Education

Date: 9-29-2022

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

EXHIBIT A

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

40,000 COVID-19 antigen rapid self test kits

The District anticipates ordering tests based on the following schedule

7/15/22

8/26/22

10/14/22

11/18/22

12/9/22

1/27/23

3/17/23

The District reserves the right to order fewer COVID Tests, request more COVID Tests if they are available, or order COVID Tests at different dates.

Vendor(s) will supply COVID Tests upon District's request according to the below specifications:

- COVID Tests will be either the Abbott Binax Now, iHealth rapid antigen tests, or other rapid antigen tests supported by Primary.
- COVID Tests shall be packaged in units of 2 per kit, intended for at-home, personal use. Bulk test kits for professional use are not needed.
- COVID Test expiration dates will be no sooner than 6 months from the date of delivery to the District.
- Upon District's request, Vendor will deliver COVID Tests to the site identified by District no later than 3 weeks after ordering.
- Boxes are to be palletized and shrink-wrapped to prevent damage. Pallets cannot exceed seven feet in height.
- Vendor shall provide the District notification if item(s) are no longer available, as well as an estimate of availability.

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

\$5.89 for 2 tests/1 kit

40,000 kits x \$5.89 x 2 distributions = \$471,200 (NTE under the Agreement is \$1,000,000 in the event that unforeseen need emerges)

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

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

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-119CSSS

COVID-19 ANTIGEN RAPID SELF-TEST KITS COMMUNITY SCHOOL STUDENT SERVICES DEPARTMENT

* Submit proposals and all questions/inquiries to:

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

**email: francisco.flores@ousd.org
phone: (510) 437-6311**

**Proposals Due:
05/20/2022 at 2:00 PM**

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

TABLE OF CONTENTS

1. Submission and Deadline Process	Page 3
2. Request for Proposal Schedule of Events	Page 4
3. General information and Submittal Instructions	Page 5
4. General Information about OUSD.....	Page 5
5. Objectives	Page 6
6. Scope of Work	Page 6
7. Term	Page 7
8. Receipt of Proposal	Page 8
9. Proposal Evaluations and Scoring	Page 9
10. Best Value Scoring Category	Page 9
11. Scoring Guide	Page 10
12. Criteria for Best Value Scoring & Submission Instructions	Page 11
13. Sample Supply/materials Contract	Page 13
14. Proposer/ Vendor Forms Checklist to Complete	Page 28
Exhibit A Standard Form Response	Page 29
Exhibit B Reference Worksheet (3 minimum)	Page 31
Exhibit C Proposal Price Form	Page 33
Exhibit D Terms and Conditions	Page 34
Exhibit E Certification regarding Debarment, suspension, ineligibility	Page 38
Exhibit F Insurance	Page 39
Exhibit G Worker’s Compensation Certificate	Page 40
Exhibit H Fingerprinting Certificate	Page 42
Exhibit I Non- Collusion Declaration	Page 45
Exhibit J Piggyback Clause	Page 46
Exhibit K Authorized vendor Signature	Page 47
Exhibit L Data Request- OUSD Data Privacy	Page 48

Submission Deadline & Process:

Bids must be received prior to **May 20, 2022 at 2:00 p.m.**

Provider to submit:

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

Proposal shall be clearly marked: **“Response to RFP No. 21-119CSSS”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
COVID-19 ANTIGEN RAPID SELF-TEST KITS
FOR COMMUNITY SCHOOL STUDENT SERVICES DEPARTMENT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

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

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

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

RFP SCHEDULE OF EVENTS

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

DATE	ACTION
RFP Posting/First Advertisement: (BayAreaNewsGroup/RPF SchoolWatch & Procurement Website)	April 29, 2022
Pre-Bid Conference:	May 12, 2022 @ 12:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	May 16, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	May 20, 2022 @ 2:00 p.m.
Proposal/Bid Opening:	May 23, 2022 @ 10:00 a.m. (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	May 25, 2022 - May 26, 2022
Final Award of RFP (BOE):	June 2022
Contract Start Date:	July 2022

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

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

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

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

Published: Oct 1, 2021

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

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

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

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

OBJECTIVES

The District seeks to contract with one or more vendors to supply COVID-19 antigen rapid self-test kits (“COVID Tests”), upon District’s request, between July 1, 2022 and June 30, 2023.

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

SCOPE OF WORK

The District anticipates ordering, from one or more vendors, a total of 1.3 million COVID Tests from July 1, 2022 - June 30, 2023, based on the following schedule (but reserves the right to order fewer COVID Tests, request more COVID Tests if they are available, or order COVID Tests at different dates):

- 200,000 COVID Tests by 7/15/22
- 200,000 COVID Tests by 8/26/22
- 200,000 COVID Tests by 10/14/22
- 200,000 COVID Tests by 11/18/22
- 200,000 COVID Tests by 12/9/22
- 200,000 COVID Tests by 1/27/23
- 100,000 COVID Tests by 3/17/23

Vendor(s) will supply COVID Tests upon District’s request according to the below specifications:

- COVID Tests will be either the Abbott Binax Now, iHealth rapid antigen tests, or other rapid antigen tests supported by Primary.
- COVID Tests shall be packaged in units of 2 per kit, intended for at-home, personal use. Bulk test kits for professional use are not needed.
- COVID Test expiration dates will be no sooner than 6 months from the date of delivery to the District.
- Upon District's request, Vendor will deliver COVID Tests to the site identified by District no later than 3 weeks or as otherwise guaranteed by Vendor in its bid.
- Boxes are to be palletized and shrink-wrapped to prevent damage. Pallets cannot exceed seven feet in height.
- Vendor shall provide the District notification if item(s) are no longer available, as well as an estimate of availability.

All prices should be quoted firm fixed price, per test kit, including taxes. Pricing must include delivery charges. Any requirements regarding the quantity ordered must be identified in the bid.

Vendor shall identify in its proposal the total quantity of COVID Tests it can guarantee between July 1, 2022 - June 30, 2023 at the proposed price, and the schedule with dates and quantities which it can guarantee by each date.

Failure of the awarded Vendor to provide the product by the due date can result in the District procuring COVID Tests elsewhere and billing the awarded Vendor the difference in costs.

Delivery methods shall be specified, as well as the guaranteed time of delivery from the request (which may not exceed three weeks from District's request).

Vendor shall agree to confirm availability and intent to deliver the requested number of COVID Tests within 48 hours of District's request.

TERM

One year, with two one-year options to renew upon mutual agreement.

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **May 20, 2022 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

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

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

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

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

PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

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

Best Value Points	
Value Category	Maximum Points
1. Annual cost to the district	300
2. Scope of Services	400
3. Local Business	100
4. Ability to deliver/ References	200
Total	1000

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

Scoring Guide

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

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

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

RFP responses demonstrate a clear understanding of and alignment with the District's objectives.

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

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

- Per COVID Test kit cost to the district under this bid.

Value Category 2: Scope of Services (400 Points)

All agencies will be awarded maximum points in accordance with criteria questions and score is based solely on the assessment of the written narrative:

- Quantity, minimums required for order or maximum availability for the year
- Quality
- Availability
- Method of Delivery
- Delivery Time, guaranteed from time of order to arrival in OUSD warehouse

Value Category 3: Local Business (100 Points)

- Local Business

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

Company Profile

- Provide the following information about your company:
 - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
 - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.

- o Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

12

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

Professional Qualifications

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

SAMPLE OUSD SUPPLIES/MATERIAL CONTRACT

(DO NOT ADJUST TO CHANGE)

AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS - 2021-2022

This Agreement for Purchase of Supplies/Materials (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Click or tap here to enter text.

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date (“Start Date”):

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”):

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Supplies/Materials Being Delivered and Transfer of Ownership. VENDOR shall deliver the supplies or materials (“Supplies/Materials”) as described in #1A of **Exhibit A**, attached hereto and incorporated herein by reference. Ownership in the Supplies/Materials shall transfer at the time of delivery.

3. Alignment and Evaluation. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Supplies/Materials are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

4. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Supplies/Materials, In accordance with Paragraph 8 (Compensation), the Supplies/Materials must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the Supplies/Materials, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies/Materials do not comport with this Agreement.

5. Confidentiality and Data Privacy.

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

b. VENDOR understands that student data is confidential. VENDOR will not access or receive student data in connection with this Agreement.

6. Compensation. OUSD agrees to pay VENDOR for satisfactorily delivering Supplies/Materials in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1B in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$_____

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

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

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

defects with the Supplies/Materials, even if the defects were not apparent or detected at the time a payment was made.

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

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

7. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies/Materials, in accordance with this Agreement.

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

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Supplies/Materials were delivered, date(s) Supplies/Materials were delivered, brief description of Supplies/Materials, the total invoice amount, and the basis for the total invoice amount.

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

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

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

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

9. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD

shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

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

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

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

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

OUSD

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

VENDOR

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
City, ST Zip: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Email: Click or tap here to enter text.

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

11. **Certificates/Permits/Licenses/Registration.** VENDOR’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.

12. **Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD’s rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy

shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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

13. **Incident/Accident/Mandated Reporting.**

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

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

14. **Coronavirus/COVID-19.**

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

b. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or

representative of VENDOR who has been present on OUSD campuses tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

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

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

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

16. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

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

18. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a

subsequent act from constituting a violation of this Agreement.

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

20. **Conflict of Interest.**

a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.

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

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

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

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

the Supplies/Materials delivered in connection with this Agreement.

23. Indemnification.

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

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

24. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Supplies/Materials covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

25. Litigation. This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without

resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

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

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

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

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

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

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

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

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

34. **Signature Authority.**

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

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

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

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

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: _____

Signature: _____

Position: _____

_____ Date: _____

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

OUSD

Name: _____

Signature: _____

Position: _____

_____ Date: _____

Board President

- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: _____

Position: Secretary, Board of Education

Date:

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

Exhibit A

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

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

Proposer/ Vendor Forms Checklist to Complete

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature
- Exhibit L Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A

Standard Form Response:

A. GENERAL INFORMATION

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

2. Tel: _____ Website: _____ Email: _____

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

4. Type of Company: (check one)

Individual Partnership Corporation

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

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

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

Yes No

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

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

Yes No

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

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

Yes No

If yes, provide details:

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

Yes No

If yes, provide details:

Exhibit B

References:

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

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

**Exhibit C
Proposal Price Form**

Service/Supply/Material Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D

Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers,

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person,

company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

- 18. Time – Time is of the essence.
- 19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- 21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

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

By

(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

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

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

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

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

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

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

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

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

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

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

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

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

Executed at _____, California, on ___/___/_____

Typed or Printed Name

Address

Title

Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

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

EXHIBIT I

NON-COLLUSION DECLARATION

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

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

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

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

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

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

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

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

Option Granted YES

Option Granted NO

EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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

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

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

Federal Tax ID Number

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

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

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

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

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

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

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

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

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

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

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

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

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

LIABILITY

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

TERMINATION

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

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

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

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

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

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

GENERAL UNDERSTANDING

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

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

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

Proposer :

Name of Proposer's Signee

Date: _____

Title of Proposer's Signee

| INDO TRADING LLC



Indo Trading LLC is pleased to submit this proposal to Oakland Unified School District (OUSD) for COVID-19 Antigen Rapid Self-Test Kits. As a result of our exceptional customer service, timely delivery, and high-level of order accuracy, we have had the privilege of supplying personal protective equipment (PPE) for various governmental agencies.

OUR PROPOSAL

Value Category 1: Annual Cost to the District

The following materials requested on RFP number 21-119CSSS will be supplied by Indo Trading LLC.

Item	Brand	Quantity	Cost
COVID-19 Antigen Rapid Self-Test Kits (2 test per kit)	iHealth	1,300,000	Kit: \$5.89 Test: \$2.945
Total			\$3,828,500.00

Value Category 2: Scope of Services

Criteria	Value
Quantity: Minimum Order	75 packs of 60 (1 pallet)
Quantity: Annual Maximum Availability	5,000,000
Quality (Brand)	iHealth
Availability	Full availability
Method of Delivery	LTL
Delivery Time: From Time of Order	5 business days

Value Category 3: Local Business

Indo Trading LLC is based in San Bernardino County, California and is not "officially" a local business. However, we consider ourselves to be a relatively local business since we are still in the same state. It's important to note that every time we go to Oakland, we have to visit Aunt Mary's Cafe. Yes, it arguably has the best brunch menu in California, both the Southern and Northern parts. 🐱



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-119CSSS

COVID-19 ANTIGEN RAPID SELF-TEST KITS COMMUNITY SCHOOL STUDENT SERVICES DEPARTMENT

*** Submit proposals and all questions/inquiries to:**

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

**email: francisco.flores@ousd.org
phone: (510) 437-6311**

**Proposals Due:
05/20/2022 at 2:00 PM**

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

TABLE OF CONTENTS

1. Submission and Deadline Process	Page 3
2. Request for Proposal Schedule of Events	Page 4
3. General information and Submittal Instructions	Page 5
4. General Information about OUSD.....	Page 5
5. Objectives	Page 6
6. Scope of Work	Page 6
7. Term	Page 7
8. Receipt of Proposal	Page 8
9. Proposal Evaluations and Scoring	Page 9
10. Best Value Scoring Category	Page 9
11. Scoring Guide	Page 10
12. Criteria for Best Value Scoring & Submission Instructions	Page 11
13. Sample Supply/materials Contract	Page 13
14. Proposer/ Vendor Forms Checklist to Complete	Page 28
Exhibit A Standard Form Response	Page 29
Exhibit B Reference Worksheet (3 minimum)	Page 31
Exhibit C Proposal Price Form	Page 33
Exhibit D Terms and Conditions	Page 34
Exhibit E Certification regarding Debarment, suspension, ineligibility	Page 38
Exhibit F Insurance	Page 39
Exhibit G Worker's Compensation Certificate	Page 40
Exhibit H Fingerprinting Certificate	Page 42
Exhibit I Non- Collusion Declaration	Page 45
Exhibit J Piggyback Clause	Page 46
Exhibit K Authorized vendor Signature	Page 47
Exhibit L Data Request- OUSD Data Privacy	Page 48

Submission Deadline & Process:

Bids must be received prior to **May 20, 2022 at 2:00 p.m.**

Provider to submit:

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

Proposal shall be clearly marked: **“Response to RFP No. 21-119CSSS”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
COVID-19 ANTIGEN RAPID SELF-TEST KITS
FOR COMMUNITY SCHOOL STUDENT SERVICES DEPARTMENT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

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

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

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

RFP SCHEDULE OF EVENTS

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

DATE	ACTION
RFP Posting/First Advertisement: (BayAreaNewsGroup/RPF SchoolWatch & Procurement Website)	April 29, 2022
Pre-Bid Conference:	May 12, 2022 @ 12:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	May 16, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	May 20, 2022 @ 2:00 p.m.
Proposal/Bid Opening:	May 23, 2022 @ 10:00 a.m. (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	May 25, 2022 - May 26, 2022
Final Award of RFP (BOE):	June 2022
Contract Start Date:	July 2022

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

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

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

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

Published: Oct 1, 2021

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

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

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

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

OBJECTIVES

The District seeks to contract with one or more vendors to supply COVID-19 antigen rapid self-test kits (“COVID Tests”), upon District’s request, between July 1, 2022 and June 30, 2023.

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

SCOPE OF WORK

The District anticipates ordering, from one or more vendors, a total of 1.3 million COVID Tests from July 1, 2022 - June 30, 2023, based on the following schedule (but reserves the right to order fewer COVID Tests, request more COVID Tests if they are available, or order COVID Tests at different dates):

- 200,000 COVID Tests by 7/15/22
- 200,000 COVID Tests by 8/26/22
- 200,000 COVID Tests by 10/14/22
- 200,000 COVID Tests by 11/18/22
- 200,000 COVID Tests by 12/9/22
- 200,000 COVID Tests by 1/27/23
- 100,000 COVID Tests by 3/17/23

Vendor(s) will supply COVID Tests upon District’s request according to the below specifications:

- COVID Tests will be either the Abbott Binax Now, iHealth rapid antigen tests, or other rapid antigen tests supported by Primary.
- COVID Tests shall be packaged in units of 2 per kit, intended for at-home, personal use. Bulk test kits for professional use are not needed.
- COVID Test expiration dates will be no sooner than 6 months from the date of delivery to the District.
- Upon District's request, Vendor will deliver COVID Tests to the site identified by District no later than 3 weeks or as otherwise guaranteed by Vendor in its bid.
- Boxes are to be palletized and shrink-wrapped to prevent damage. Pallets cannot exceed seven feet in height.
- Vendor shall provide the District notification if item(s) are no longer available, as well as an estimate of availability.

All prices should be quoted firm fixed price, per test kit, including taxes. Pricing must include delivery charges. Any requirements regarding the quantity ordered must be identified in the bid.

Vendor shall identify in its proposal the total quantity of COVID Tests it can guarantee between July 1, 2022 - June 30, 2023 at the proposed price, and the schedule with dates and quantities which it can guarantee by each date.

Failure of the awarded Vendor to provide the product by the due date can result in the District procuring COVID Tests elsewhere and billing the awarded Vendor the difference in costs.

Delivery methods shall be specified, as well as the guaranteed time of delivery from the request (which may not exceed three weeks from District's request).

Vendor shall agree to confirm availability and intent to deliver the requested number of COVID Tests within 48 hours of District's request.

TERM

One year, with two one-year options to renew upon mutual agreement.

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **May 20, 2022 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

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

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

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

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

PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

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

Best Value Points	
Value Category	Maximum Points
1. Annual cost to the district	300
2. Scope of Services	400
3. Local Business	100
4. Ability to deliver/ References	200
Total	1000

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

Scoring Guide

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

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

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

RFP responses demonstrate a clear understanding of and alignment with the District's objectives.

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

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

- Per COVID Test kit cost to the district under this bid.

Value Category 2: Scope of Services (400 Points)

All agencies will be awarded maximum points in accordance with criteria questions and score is based solely on the assessment of the written narrative:

- Quantity, minimums required for order or maximum availability for the year
- Quality
- Availability
- Method of Delivery
- Delivery Time, guaranteed from time of order to arrival in OUSD warehouse

Value Category 3: Local Business (100 Points)

- Local Business

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

Company Profile

- Provide the following information about your company:
 - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
 - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.

- o Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

12

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

Professional Qualifications

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

SAMPLE OUSD SUPPLIES/MATERIAL CONTRACT

(DO NOT ADJUST TO CHANGE)

AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS - 2021-2022

This Agreement for Purchase of Supplies/Materials (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Click or tap here to enter text.

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date (“Start Date”):

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”):

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Supplies/Materials Being Delivered and Transfer of Ownership. VENDOR shall deliver the supplies or materials (“Supplies/Materials”) as described in #1A of **Exhibit A**, attached hereto and incorporated herein by reference. Ownership in the Supplies/Materials shall transfer at the time of delivery.

3. Alignment and Evaluation. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Supplies/Materials are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

4. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Supplies/Materials, In accordance with Paragraph 8 (Compensation), the Supplies/Materials must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the Supplies/Materials, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies/Materials do not comport with this Agreement.

5. Confidentiality and Data Privacy.

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

b. VENDOR understands that student data is confidential. VENDOR will not access or receive student data in connection with this Agreement.

6. Compensation. OUSD agrees to pay VENDOR for satisfactorily delivering Supplies/Materials in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1B in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$_____

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

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

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

defects with the Supplies/Materials, even if the defects were not apparent or detected at the time a payment was made.

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

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

7. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies/Materials, in accordance with this Agreement.

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

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Supplies/Materials were delivered, date(s) Supplies/Materials were delivered, brief description of Supplies/Materials, the total invoice amount, and the basis for the total invoice amount.

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

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

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

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

9. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD

shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

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

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

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

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

OUSD

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

VENDOR

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
City, ST Zip: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Email: Click or tap here to enter text.

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

11. **Certificates/Permits/Licenses/Registration.** VENDOR’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.

12. **Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD’s rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy

shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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

13. **Incident/Accident/Mandated Reporting.**

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

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

14. **Coronavirus/COVID-19.**

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

b. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or

representative of VENDOR who has been present on OUSD campuses tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

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

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

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

16. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

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

18. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a

subsequent act from constituting a violation of this Agreement.

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

20. **Conflict of Interest.**

a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.

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

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

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

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

the Supplies/Materials delivered in connection with this Agreement.

23. Indemnification.

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

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

24. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Supplies/Materials covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

25. Litigation. This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without

resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

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

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

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

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

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

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

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

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

34. **Signature Authority.**

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

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

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

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

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: _____

Signature: _____

Position: _____

_____ Date: _____

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

OUSD

Name: _____

Signature: _____

Position: _____

_____ Date: _____

Board President

- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: _____

Position: Secretary, Board of Education

Date:

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

Exhibit A

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

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

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

Proposer/ Vendor Forms Checklist to Complete

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature
- Exhibit L Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

B. LEGAL INFORMATION

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

Yes No ✓

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

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

Yes No ✓

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

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

Yes No ✓

If yes, provide details:

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

Yes No ✓

If yes, provide details:

Exhibit B

References:

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

Reference 1:

Customer Name: Essentials Hero LLC

Contact Name: Alex Terraciano

Title: Owner

Address: 8639 Whitworth Dr, Los Angeles, CA 90035

Phone Number: (908) 596-0951

Email: alex@essentialshero.com

Services Provided: over \$9M COVID-19 test kits that went to the Public Health of L.A. County

How satisfied were you with the services provided?

Excellent ✓ Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

Reference 2:

Customer Name: Watchtower Bible and Tract Society of New York, Inc.

Contact Name: Anthony Sampo

Title: Purchasing Agent

Address: 900 Red Mills Rd, Wallkill, NY 12589-5200

Phone Number: (845) 744-7307

Email: asampo@jw.org

Services Provided: over \$1M of various PPE provided during the COVID-19 pandemic

How satisfied were you with the services provided?

Excellent ✓ Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

Reference 3:

Customer Name: Sonas Home Health Services

Contact Name: Laura Hermann, R.N.

Title: Senior Director of Clinical Services

Address: 3333 S. Congress Ave., Ste. 100, Delray Beach, FL 33445

Phone Number: Office (386) 271-4372 | Mobile (386) 333-1971

Email: lhermann@sonashomehealth.com

Services Provided: multiple PPE orders totaling over \$20,000

How satisfied were you with the services provided?

Excellent ✓ Good Average Unsatisfactory

Was the project completed on time and within budget?

Yes

**Exhibit C
Proposal Price Form**

Service/Supply/Material Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D

Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers,

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.


15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person,

company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

- 18. Time – Time is of the essence.
- 19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- 21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  _____

Date: 7/6/22


EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Indo Trading LLC nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the sixth day of July [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By



(Signature)

Awfmar Sihotang

Typed or Printed Name

CEO

Title

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

By



(Signature)

Awfmar Sihotang

Typed or Printed Name

CEO

Title

EXHIBIT F INSURANCE

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

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

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

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

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

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

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

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

Contractor Name: Indo Trading LLC

By Awfmar Sihotang

Signature of Authorized Signer 

Title of Signor CEO

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I Indo Trading LLC, acknowledge and certify as follows: (Name of Contractor)

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

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

Executed at Pomona, California, on 7 / 6 / 2022

Awfmar Sihotang

2879 Metropolitan Pl, Pomona, CA 91767

Typed or Printed Name
CEO

Address
(909) 906-1597

Title


Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

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

EXHIBIT I

NON-COLLUSION DECLARATION

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

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

July 6, 2022

Date

Indo Trading LLC

Name of Vendor

Awfmar Sihotang

Printed Name of Authorized Company Representative



Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

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

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

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

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

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

Option Granted YES

Option Granted NO


EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

<u>7/6/22</u>		CEO	Awfmar Sihotang
Date	Signature/Title		Type or Print Name
<u>Indo Trading LLC</u>	<u>2879 Metropolitan Pl</u>		<u>Pomona, CA 91767</u>
Name of Company	Address		City and State
<u>(909)</u>	<u>906-1597</u>		<u>906-1447</u>
Area Code	Telephone #		Fax #

Federal Tax ID Number 47-2052584

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 21-119CSSS,
Indo Trading LLC ("Bidder") requests the specific OUSD records or data
listed in Attachment A.

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

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

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Awfmar Sihotang (name of bidder's officer), CEO (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

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

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

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

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

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

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

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

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

LIABILITY

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

TERMINATION

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

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

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

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

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

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

GENERAL UNDERSTANDING

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

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

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

Proposer :

Awfmar Sihotang
Name of Proposer's Signee

Date: July 6, 2022

CEO
Title of Proposer's Signee

Value Category 4: Ability to Deliver Proposed Solution and References

Company Profile

Full Company Name	Indo Trading LLC
Doing Business As (DBA)	Indo Trading USA
Address and Location	2879 Metropolitan Pl, Pomona, CA 91767
Headquarters Telephone Number	(909) 906-1597
Office Supporting the OUSD	2879 Metropolitan Pl, Pomona, CA 91767
Representative: Owner	Awfmar "Agie" Sihotang (909) 568-7840
Representative: Program Manager	Corey Outland (424) 243-6675
Representative: COO	Staci Sihotang (909) 906-1597
Company Website	www.indotradingusa.com

About Indo Trading LLC

Indo Trading has been in business since 2014, focusing on supplying various organizations wholesale products. The categories of products sold range from electronics to medical-related products. Nationally, we are proud to have served hundreds of businesses.

In 2020, when the pandemic began, much of Indo Trading's focus shifted to leveraging our well-established business relationships and good reputation to procure hard-to-find supplies to assist a variety of organizations. We have had the privilege of assisting government entities, state agencies, VA hospitals, non-profit organizations, as well as small businesses to fill their needs to increase safety and protect life, including devoted front-line workers. In addition, Indo Trading has donated personal protective equipment (PPE), supplies, and our time to assist within the community.

Evidence of Indo Trading's Viability

Indo Trading is a dependable company that was established in 2014. Over the last three years our revenue is more than \$40M with an estimated profit of \$8M.

Professional Qualifications

Summary of Indo Trading LLC's Overall Qualifications and Capacity to provide 1.3M COVID-19 Antigen Self-Test Kits

Indo Trading LLC has supplied COVID-19 self-test kits to various large consumer organizations. So far in 2022, we have already sold over 1,500,000 COVID tests. Our reputation for providing exceptional customer service, timely deliveries, and honest practices have helped us to foster relationships with over 40 reputable distributors. These relationships have given us the ability to instill confidence in our clients that we can support any contract that is awarded to us.

References

Essentials Hero LLC

Alex Terraciano

Owner

8639 Whitworth Dr., Los Angeles, CA 90035

(908) 596-0951

alex@essentialshero.com

Services provided: Supplied over \$9M worth of COVID-19 tests that went to the Public Health of Los Angeles County. This company expressed gratitude for our exceptional service and timely delivery of all shipments.

Watchtower Bible and Tract Society of New York, Inc.

Anthony Sampo

Purchasing Agent

900 Red Mills Rd., Wallkill, NY 12589-5200

(845) 744-7307

asampo@jw.org

Services provided: We have processed and filled multiple PPE purchase orders. Since the outbreak of the COVID-19 pandemic, we provided over \$1M worth of PPE supplies—surgical masks, N95 masks, COVID tests, and other supplies. Due to our reasonable pricing, honesty, and dependability to deliver large quantities of hard-to-find products we are viewed as an excellent supplier.

Sonas Home Health Services

Laura Hermann, R.N.

Senior Director of Clinical Services

3333 S. Congress Ave., Ste. 100, Delray Beach, FL 33445

Office (386) 271-4372 | Mobile (386) 333-1971

lhermann@sonashomehealth.com

Description of work: Purchased multiple PPE orders totaling over \$20,000.

Timeframe: September-November 2021

123 Deals From A to Z LLC

Raphael Baddouch

Owner

4 Stonewall Ct., Lakewood, NJ 08701-4974

Office (732) 806-1134 | Mobile (732) 496-1065 | Fax (732) 200-0657

rbadouch@hotmail.com

Service provided: We supplied more than \$2M of PPE during 2021. Our consistent ability to supply PPE has led to an exceptional business relationship.

CONCLUSION

We look forward to working with OUSD and supporting your efforts to keep the school district and public safe. We are confident that we can exceed your expectations and stand ready to partner with you to deliver these COVID test kits.

If you have questions on this proposal, feel free to contact me at your convenience by email at support@indotradingusa.com. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Agie Sihotang

Owner