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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date May 25, 2022

Subject General Services Agreement – 360 Total Concept Consulting, Inc. – Facilities Planning and Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **360 Total Concept Consulting, Inc.**, Oakland, California, for the latter to provide program analysis, outreach, vendor engagement community outreach, procurement support compliance & monitoring and will coordinate monthly, quarterly local business utilization reports and /or 6-month look ahead outreach events to keep the community informed on use of voter-approved bond dollars for the **Facilities Planning and Management Project** in the not-to-exceed amount of **\$841,080.00**, which includes a not-to-exceed amount of **\$60,000.00**, for additional services, with work scheduled to commence on **July 1, 2022**, and scheduled to last until **June 30, 2024**, pursuant to the Agreement.

Discussion Vendor was selected based on demonstrated competence and professional qualifications (Government Code §4526), and using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **360 Total Concept Consulting, Inc.**, Oakland, California, for the latter to provide program analysis, outreach, vendor engagement community outreach, procurement support compliance & monitoring and will coordinate monthly, quarterly local business utilization reports and /or 6-month look ahead outreach events to keep the community informed on use of voter-approved bond dollars for the **Facilities Planning and Management Project** in the not-to-exceed amount of **\$841,080.00**, which includes a not-to-exceed amount of **\$60,000.00**, for additional services, with work scheduled to commence on **July 1, 2022**, and scheduled to last until **June 30, 2024**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

- Attachments**
- Agreement
 - Proposal
 - Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1149

Department: Facilities Planning and Management

Vendor Name: 360 Total Concept Consulting, Inc.

Project Name: Facilities Planning and Management

Project No.: 00918

Contract Term: Intended Start: July 1, 2022

Intended End: June 30, 2024

Total Cost Over Contract Term: \$841,080.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was chosen through an RFP process based on demonstrated competence and professional qualifications and experience with similar projects they have provided in the past for the District.

Summarize the services or supplies this contractor or vendor will be providing.

360 Total Concept Consulting, Inc., is a consultant providing construction project management services in relation to procurement analysis of all bond program projects.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant has done similar projects in the past for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing construction project management services in relation to procurement analysis of all bond program projects.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective July 1, 2022 (the “Effective Date”), by and between the **Oakland Unified School District (“District”)** and **360 Total Concept Consulting, Inc. (“Contractor”)**.

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Facilities Planning and Management project (“Project”):
360 Total Concept Consulting, Inc. will provide program analysis, outreach, vendor engagement community outreach, procurement support compliance & monitoring and will coordinate monthly, quarterly reports and /or 6-month look ahead outreach events to keep the community informed on how voter-approved bond dollars are being reinvested in the local economy and contracting opportunities. The Basic Services include all work described in the March 10, 2022, proposal, which is attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term** The term for performance of the Services shall begin on July 1, 2022, and shall end on June 30, 2024 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over

the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **EIGHT HUNDRED FORTY-ONE THOUSAND EIGHTY DOLLARS NO/100 (\$841,080.00)**, which consists of a not-to-exceed amount of **SEVEN HUNDRED EIGHTY-ONE THOUSAND EIGHTY DOLLARS NO/100 (\$781,080)** for performance of the Basic Services, and a not-to-exceed contingency amount of **SIXTY THOUSAND DOLLARS NO/100 (\$60,000.00)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within thirty (30) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability

insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the

following:

A. **X** Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of

California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

* * * * *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

G. D. Yee

5/26/2022

Gary Yee, President
Board Education

Date

K. Johnson-Trammell

5/26/2022

Kyla Johnson-Trammell, Superintendent,
and Secretary, Board of Education

Date

T. Nakadegawa

5/2/22

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

Date

Approved As To Form:

[Signature]

4/29/22

OUSD Facilities Legal Counsel

Date

CONTRACTOR:

360 TOTAL CONCEPT CONSULTING, INC

Signature: *[Signature]*

Name: Shonda Scott

Title: CEO/President

Date: 04/28/2022

Address for District Notices:

Facilities Planning and Management
955 High Street
Oakland, CA. 94601

Address for Contractor Notices:

360 Total Concept Consulting, Inc.
7677 Oakport Street, Ste. 230
Oakland, CA 94621

Exhibit A

Scope of Basic Services

2.1 Letter of Interest

March 10, 2022

Oakland Unified School District
Tahashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

360 Total Concept Consulting, Inc.
7677 Oakport Street, Suite 230
Oakland, California 94621
510.836.0360 (Office)
510.567.3790 (Fax)
shonda@360tcpr.com



EXHIBIT A

RE: RFQ/P Local Business Utilization Consulting Services For Measure Y Bond Measure

Dear Mr. Nakadegawa:

360 Total Concept (Team 360) is pleased to submit our interest and bring OUSD the best success for the Local Business Utilization (LBU) Consulting Services Contract for Measure Y Bond Measure.

OUSD prides itself in creating superior outcomes. We understand your challenge of keeping the bar high for your facilities program as you consistently seek to meet and exceed your LBU goals for your updated and new facilities. Team 360 can help you meet/exceed your LBU goals.

We understand the intricacies of OUSD: Team 360 collectively has 20+ years' experience administering equity-based programs in the construction industry, from Disadvantaged Business Programs on federally funded projects to Local Business Programs on major real estate developments and educational capital programs. **Team 360 is the partner with more than a decade of experience working with OUSD, which includes assisting with the launch and implementation of OUSD's first local business program.** It is this understanding and experience that provides Team 360 with the unique position to assist OUSD with building on past success and elevating the program to the next level.

We helped OUSD receive recognition as a national model to follow: In 2016, **with Team 360's guidance, OUSD received recognition as a national model** on how equity programs can improve economy in under-served communities through the use of small local businesses. Team 360's support monitoring process consistently helped OUSD meet/exceed its program-wide 50% LBU requirement on the bond program's total contracting dollars.

We are led by individuals who believe in building equity in the local economy: Shonda Scott, Oakland Native, CEO and Founder of 360 Total Concept, and Principal in Charge for this contract, was appointed as the first woman to chair the Oakland African American Chamber of Commerce. In this role, Shonda co-led the efforts to establish the multi-ethnic chambers coalition in Oakland, creating a diverse coalition of various chambers to address the unique concerns of small businesses in Oakland. Shonda truly loves Oakland and solving our equity and diversity issues.

Shonnell Frost-Gibbs, Oakland Native and Vice President of Operations for 360 Total Concept, will serve as Project Manager. Shonnell developed the comprehensive monthly tracking system to monitor contract compliance of the small local business program... **that OUSD still uses 12 years later.**

360 Total Concept Consulting, Inc., has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. 360 Total Concept Consulting, Inc., has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, 360 Total Concept Consulting, Inc., has no objections to the use of the Agreement. 360 Total Concept Consulting, Inc., acknowledges receipt of Addendum 1 and 2.

In collaboration,

Shonda Scott
Chief Executive Officer/
Founder

Shonnell Frost-Gibbs
Vice President of Operations

360 Total Concept is a great partner at Peralta Community College District.

*Brian Slaughter, Director of Procurement,
Peralta Community College District*



GLENVIEW ELEMENTARY

Team 360 administered OUSD's LBU monitoring and compliance small and local business program for the Glenview ES New Construction Phases 1 & 2 Project, a \$8.6M project which exceeded over 80% local business participation.



2.2 Executive Summary

TEAM 360'S APPROACH

OUSD takes great pride in supporting the local Oakland businesses and reflecting Oakland's rich diversity within all its programs. The LBU Consulting Services for Measure Y Bond Measure is no exception. However, a consistent challenge for OUSD and most agencies is increasing utilization of local businesses in a limited market.

Team 360's approach to your LBU contract will be similar to our best practice approach from 2009 through 2019 when we supported OUSD in a similar role. We focus on collaboration and strategic outreach, along with an understanding of the nuances of the impacted region and market. The following is Team 360's approach to implementing OUSD's LBU program for Measure Y:

In 2008, OUSD's LBU was 6%. After creating a local business policy and partnering with Team **360, by 2013 the LBU was over 30%, and over 50% in 2018.**

Increasing the utilization of local businesses in a limited market is a challenge for most programs.

PROGRAM ANALYSIS: We will work with OUSD's facilities team to:

- Conduct an overall procurement analysis of all bond program projects to identify contracting opportunities to meet LBU guidelines.
- Identify the trades required for each project: assess projects in the Bond Measures J and Y, and deferred maintenance plans.
- Review OUSD's facilities masterplan and schedule to determine breakdown of contract opportunities and overall LBU.
- Assess the availability of OUSD-eligible certified small local firms to work on projects.
- Perform project-specific analyses of the District's LBU capacity.

OUTREACH: Team 360 will use its expertise and resources in the industry to conduct a market analysis based on region-specific information, such as local disparity studies. This will enable Team 360 to assess the availability of qualified firms to meet OUSD's LBU.

We will gather data from local agencies, such as the City of Oakland, Port of Oakland, Alameda County, and Bay Area Rapid Transit District to conduct an ad hoc small local business assessment. **For data analytics on equity program analyses, Team 360 has engaged University of California, Berkeley graduate programs to provide analytical support, where 360's CEO, Shonda Scott, is a reoccurring guest lecturer.** These partnerships provide tools and data for Team 360 to utilize for market analysis. To help OUSD develop a program with more equity and diversity in prime contracting opportunities, Team 360 will also work with OUSD to assess your procurement process to identify opportunities where contracts in the bond program can be reduced in size as a means to increase small local business participation. Team 360 will coordinate outreach forums and targeted focus group sessions to help increase participation of local and historically underutilized businesses, as well as technical assistance training workshops to help small businesses successfully navigate doing business with OUSD.

When OUSD was developing its first Local Business Program, Team 360 collaborated with OUSD's facilities leadership successfully identifying ways to maximize the utilization of small local businesses on major projects. **Through the collaboration with Team 360, OUSD had several projects exceeding the 50% LBU requirement, with some projects completing with over 70% LBU.**

COORDINATION: **For more than 15 years,** Team 360 has regularly interfaced with the City of Oakland, The Port of Oakland, BART, Small Business Administration, and Alameda County compliance and certification leads, which OUSD presently uses for LBU eligibility. Team 360 will leverage its collaborative work with these agencies to streamline certification coordination and processing of certification needed to ensure efficiency in OUSD's LBU evaluation process. **Having direct access and amicable communications with the certifying agencies has helped Team 360 create a streamlined process when expedited approvals are needed** or when barriers that could cause project delays need resolution in a timely fashion.



PROCUREMENT SUPPORT: *Team 360 has established a best practice working with OUSD’s facilities team to develop process flow for procurement review to include, but not limited to, timeline, review and evaluation process, and approval process.*

Leveraging over 20 years of experience, Team 360 will develop a program-wide master monitoring-tracking plan that captures all bond-funded projects to track local business compliance for the bond program. To ensure accuracy in tracking, Team 360 will participate in pre-proposal/Bid meetings and pre-construction meetings to update contractors on local business program requirements and ensure procurement information is updated in the master monitoring plan. Team 360 will work with OUSD’s facilities and finance departments to evaluate bid submissions and GFE documentation, and create a pilot to determine if implementing an automated system as a tool would further streamline communication and data collection for OUSD’s LBU monitoring.

VENDOR ENGAGEMENT: Team 360 has worked with vendors in the region for more than 15 years, and has a master database of over 5,000 firms to help identify certified and certifiable firms eligible for OUSD’s LBU requirement. Data tracked on vendors will be consolidated based on OUSD’s requirements for expanded outreach, awareness, and to increase the number of certified Small Local Business Resident Enterprises (SLBRE). Team 360 created the original SLBRE process to coincide with OUSD’s enrollment procedures to determine residence eligibility.

In the new post COVID-19 world, Team 360 will work with OUSD to host in-person and virtual outreach meetings, including virtual matchmaking sessions to connect primes and subcontractors for teaming opportunities on OUSD projects. ***Virtual matchmakings hosted by Team 360 have a level of production higher than average virtual meetings because Team 360 has a television production team on staff that leverages over 25 years of television production expertise*** to elevate the matchmaking virtual experience for parties involved.

To increase OUSD’s LBU program awareness and the pool of SLBE/SLBRE’s, in 2017 Team 360 created the “Oakland First” initiative as a targeted campaign educating internal and external stakeholders on the economic power and importance of spending OUSD dollars with local vendors to increase local business participation and reinvest in local economy. For the vendors we used the “Oakland First” campaign to educate and encourage getting certified to help OUSD meet the LBU requirements.

COMMUNITY OUTREACH: Team 360 has worked with the Building Trades groups, including Building Trades Council of Alameda County, advising on project labor agreements’ ability to work in concert with small and/or local business requirements. As a best practice, Team 360 will act as a liaison between OUSD and the small business community working with coalitions such as the multi-ethnic chambers of Oakland, Rotary, businesses organizations, and local elected officials to ensure a diverse group of businesses have awareness of OUSD’s bond program and contracting opportunities. To keep community engagement foremost throughout the bond program, Team 360 will work with OUSD to develop various communication platforms for virtual and in- person outreach events such as:

- Ribbon cuttings
- Last beam events
- Procurement forums and contractor matchmaking
- Create social media pages
- Bond program website
- Technical assistance
- Knowledge transfer workshops

Team 360 will work with OUSD to update community stakeholders on project activity through electronic communications, video content, social media platforms, and in local papers including Oakland Post, El Mundo, Sun Reporter, Sing Tao, El Reportero, and other print and online advertisement outlets.





COMPLIANCE & MONITORING: Team 360 will utilize a monthly tracking process to monitor LBU and track payments for reconciliation and LBU compliance. To assist small businesses working on OUSD projects, Team 360 will work with OUSD to develop technical assistance workshops to provide resources to firms.

Team 360 has successfully implemented Build Peralta Academy (BPA) on Peralta Community College District’s Bond Program providing monthly technical assistance workshops as part of the outreach plan to help build capacity of small local businesses. BPA is also a platform to update the business community on the bond program, its benefits, and how voter-approved bond dollars are being reinvested into the local community.

REPORTING: Team 360 will use monthly monitoring reports to track LBU participation on program, oversee compliance, and identify upcoming procurement opportunities to help increase local business participation. **Team 360 will coordinate monthly, quarterly, and/or 6-month look ahead outreach events to keep the community informed on how voter-approved bond dollars are being reinvested in the local economy and contracting opportunities.** After each outreach, Team 360 provides summary reports, which include data on participants and analysis of the event’s impact.

WORK PLAN: Team 360 will work with OUSD facilities leads to develop a workplan based on a community outreach and monitoring plan. The plan will include Team 360’s best practice strategies and recommendations for how OUSD can maximize LBU on the bond program. Team 360 will also provide a staffing plan, as needed, for execution.

TEAM 360 QUALIFICATIONS

Team 360 knows OUSD, based on 12 years working in collaboration with various departments to develop and implement notable programs increasing contractor diversity, local spend, and engagement with the stakeholders in Oakland. As a team made of Oakland Natives and OUSD alumni with an understanding of OUSD, Team 360 can provide OUSD with the tools and resources needed to move the LBU program to the next level.

Team 360 was established on the foundational philosophy that working in collaboration yields efficiency, high productivity, and seamless execution. This collaborative approach internally is providing back-office support to the project team for quality assurance, and externally to clients providing exemplary execution of programs to meet clients’ needs. Team development is paramount at 360 Total Concept; therefore, we actively reinvest in our team members through advanced training opportunities and personal development. These investments have led to Team 360 maintaining a high retention rate, with 60% of our workforce celebrating 8 years or more with the company. Having grown from 1 employee to over 10 core employees, plus an additional 5-8 specialized consultants, Team 360 leverages its team expertise to implement compliance monitoring, community engagement, document controls, and technical writing services on infrastructure and capital programs for municipalities and major real estate developments.

INDIVIDUAL QUALIFICATIONS AND ORGANIZATIONAL FLOW

PRINCIPAL-IN-CHARGE: SHONDA SCOTT, Oakland Native, Alameda County Hall of Fame Inductee, has over 25 years’ management experience. Shonda has 12 years working with OUSD as the LBU subject matter expert providing strategy and program analysis oversight.

PROJECT MANAGER: SHONNELL FROST-GIBBS, Oakland Native and UC Berkeley alumna, has over 8 years working with OUSD facilities. She will use her expertise with developing monitoring systems to provide oversight of compliance and program analysis support.

In the inaugural year, BPA engaged over 140 companies with 70% new businesses to Peralta Community College District. BPA’s reach through online and social media engagement is over 3100 firms.

“BPA sessions are great and very helpful. I’m going to share BPA online with SBA businesses as a resource.”
Julie Clowes, Small Business Administration District Director



Exhibit B

Hourly Rates

Position	FTE Annual Hours	Year 1 Rates	Year 1	Year 2 Rates	Year 2 Total	Year 3 Rates	Year 3 Total	Year 4 Rates	Year 4 Total
			Total						
				<i>0% increase</i>		<i>3% increase</i>		<i>3% increase</i>	
Principal/Executive	240	\$ 217.17	\$ 52,121	\$ 217.17	\$ 52,121	\$ 223.69	\$ 53,684	\$ 230.40	\$ 55,295
Project Manager	480	\$ 173.74	\$ 83,395	\$ 173.74	\$ 83,395	\$ 178.95	\$ 85,897	\$ 184.32	\$ 88,474
Procurement Support	100	\$ 108.59	\$ 10,859	\$ 108.59	\$ 10,859	\$ 111.85	\$ 11,185	\$ 115.20	\$ 11,520
Outreach Support	96	\$ 108.59	\$ 10,425	\$ 108.59	\$ 10,425	\$ 111.85	\$ 10,737	\$ 115.20	\$ 11,060
Project Lead	1960	\$ 108.59	\$ 212,836	\$ 108.59	\$ 212,836	\$ 111.85	\$ 219,221	\$ 115.20	\$ 225,798
Communtiy Relations/Outreach	240	\$ 87.10	\$ 20,904	\$ 87.10	\$ 20,904	\$ 89.71	\$ 21,531	\$ 92.40	\$ 22,177
			\$ 390,540		\$ 390,540		\$ 402,256		\$ 414,324
Contingency			\$ 30,000		\$ 30,000		\$ 40,000		\$ 40,000
TOTAL COST			\$ 420,540		\$ 420,540		\$ 442,256		\$ 454,324



360TOTA-01

KCHANDRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2022

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

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


PRODUCER License # 0757776 HUB International Insurance Services Inc. 40 E Alamar Ave Santa Barbara, CA 93105	CONTACT NAME: Karen Weddle
	PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
INSURED 360 Total Concept Consulting, Inc. 7677 Oakport St. Ste 230 Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty Insurance Company of America NAIC # 19046
	INSURER B : Travelers Property Casualty Company of America 25674
	INSURER C : Hartford Insurance Group 914
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6800G887171	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA0T188017	1/4/2022	1/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP0G889766	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	72WECAC1WD5	1/4/2022	1/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Services provided by named insured to certificate holder.
Oakland Unified School District and its directors, officers, employees, agents and representatives, and the District and the State and their representatives, employees, trustees, officers, and volunteers, are Additional Insureds as respects to General Liability, when required by written contract per attached endorsements CGD105 04/94 and CGD842 02/19. Primary cover is included in form CGT100 02/19.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway Suite 680 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Facilities Planning and Management Program Project	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	360 Total Concept Consulting, Inc.	Agency's Contact	Shonda Scott				
OUSD Vendor ID #	000192	Title	Manager				
Street Address	7677 Oakport Street	City	Oakland	State	CA	Zip	94621
Telephone	510-760-9244	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21115						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	7-1-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$841,080.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/0000	Fund 01	210-9655-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$841,080.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature			Date Approved	5/2/22
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, as to form only	Date Approved	4/29/22	
3.	Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	5/2/2022
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	