



Business Services Division Memo By

To: Mike Hutchinson, Chair and Vice President of the Governing Board
Budget & Finance (B & F) Committee

From: Lisa Grant Dawson, Chief Business Officer
Ryan Nguyen, Controller

Subject: RFP#25-153BS Independent Audit Serviced for the District Fiscal Systems Audit Services
for Business Services

Date: September 5, 2024

Chair Hutchinson and the Budget and Finance Committee,

At the August 8, 2024 Budget and Finance Meeting, staff provided an update to agenda item 24-1933 Amendment, District Fiscal Sustainability Plan, where the primary focus was to alert the B & F Committee on the progress of the Request for Proposals (RFP) for a Fiscal Systems Audit, which is required as a condition of Education Code 413201(a)(4) which states:

- a. (4) Before the school district repays the loan, including interest, the recipient of the loan shall select an auditor from a list established by the Superintendent and the Controller to conduct an audit of its fiscal systems. If the fiscal systems are deemed to be inadequate, the county superintendent of schools, with concurrence from both the Superintendent and the president of the state board or his or her designee, may retain the trustee until the deficiencies are corrected. The cost of this audit and any additional cost of the trustee shall be borne by the school district.

The RFP was released as planned on Friday, August 23, 2024 and is available and was released via the following methods:

- Posted on our [Procurement Webpage](#)
- Posted Ad in local newspaper
- Posted RFP in a 3rd party external website
- Emailing an 'invitation notice' to Auditing Firms from the list you provided

The purpose of this agenda item is to provide the B & F Committee with the opportunity to review and hear a summary of the components of the RFP.

Attachments

- RFP#25-153BS Independent Audit Serviced for the District Fiscal Systems Audit Services for Business Services



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

INVITATION NOTICE
REQUEST FOR PROPOSAL (RFP)

August 23, 2024

To: Interested Auditing Firms

The Oakland Unified School District (“OUSD”) (“District”) is soliciting proposals for the following:

PROJECT:

Request for Proposal (RFP) #25-153BS
INDEPENDENT AUDIT SERVICES FOR THE DISTRICT
FISCAL SYSTEMS AUDIT SERVICES FOR BUSINESS SERVICES

BACKGROUND:

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 twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

BID INFORMATION:

For more information about our RFP, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Request for Proposal (RFP) #25-153BS

**INDEPENDENT AUDIT SERVICES FOR THE DISTRICT
FISCAL SYSTEMS AUDIT SERVICES FOR BUSINESS
SERVICES**

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

email: procurement@ousd.org

phone: (510) 879-2990

**Proposals Due:
September 30, 2024 @ 2:00 p.m. pst**

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED
BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule Of Events

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

DATE	ACTION
RFP Posting/First Advertisement:	August 23, 2024
Pre-Bid Conference*:	September 10, 2024 @ 11:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	September 13, 2024 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	September 30, 2024 @ 2:00 p.m. pst
Proposal/Bid Opening:	October 2, 2024 @ 12:30 p.m. pst (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	October 9, 2024 - October 10, 2024
Final Award of RFP (BOE):	October 2024
Contract Start Date:	November/December 2024

**What is a Pre-Bid Conference? A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting*

What is a Proposal/Bid Opening? A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time. Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

OUSD Procurement Department

at procurement@ousd.org

Email Subject Line: RFP #25-153BS: Fiscal Systems Audit Questions

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Background Information

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

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 twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

Introduction

In 2003, the State took over the District after the latter was not able to meet its financial obligations. As part of that takeover, the State authorized a loan of up to \$100 million for the District. The Superintendent of Public Instruction ("SPI") also assumed all of the Board of Education's rights, duties, and powers and appointed an administrator to run the District.

The administrator borrowed all \$100 million from the State. A portion of the loan was subsequently refinanced by the sale of California Infrastructure Economic Development Bank bonds ("I-Bank loan") that reduced, but did not eliminate, the State General Fund loan, leading to two loans.

On June 28, 2009, the Board's full rights, duties, and powers were reinstated, with the exception that a trustee was appointed with the ability to stay and rescind any action of the Board that, in the judgment of the trustee, may affect the financial condition of the District.

There are certain steps that must be met before the District can regain complete democratic control of the District. Under Education Code section 41320.1, the trustee "shall serve until the school district has adequate fiscal systems and controls in place, the [SPI] has determined that the school district's future compliance with the fiscal plan approved for the school district . . . is probable, and the county superintendent of

schools, the [State Superintendent of Public Instruction], and the president of the state board or his or her designee decide to terminate the trustee's appointment." However, even "[a]fter the trustee's period of service," Alameda County Superintendent Castro may retain the ability to stay and rescind any action of the Board until the District's loans are repaid.

Education Code section 41320.1 also states, in relevant part, that there needs to be "an audit of its fiscal systems," conducted by an auditor selected from a list established by the Superintendent and the Controller, before OUSD may fully repay its loans.

On December 15, 2021, the Board approved Resolution No. 2021-0163B - Committing Sufficient Funds to Fully Repay State Loan, which "committed" \$21.5 million "from the Base Unrestricted General Fund and/or from the allowable use of any applicable one-time fund and/or one time transfer of expenditures for the exclusive purpose of prepaying one or both of the I-Bank and the State General Fund loans and/or making the debt service payments on the I-Bank and the State General Fund loans."

The I-Bank loan was paid off in January 2023 and the last payment on the State General Fund loan is scheduled for June 2026.

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.

REQUEST FOR PROPOSAL
RFP #25-153BS
FISCAL SYSTEMS AUDIT SERVICES

Notice is hereby given that the Oakland Unified School District (“District”) is inviting proposals from Auditing firms to provide Independent Audit Services as required by the District.

The District shall not be responsible for, nor accept as a valid excuse for late question submission, any delay or malfunction in email transmittal or any other method of delivery used by the proposer. Furthermore, the District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

Each proposal shall be in accordance with qualifications and instructions and information contained in the proposal request package. If your firm does not meet the qualifications listed in the proposal, your firm may be deemed non-responsive.

The District reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the District. Responses shall remain valid and subject to acceptance anytime within sixty (60) days after the submission deadline, unless a longer period of time is mutually agreed to by the parties. Proposing firms are hereby made aware that the District will not reimburse costs for the preparation of the proposal to any proposing firm for any reason.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFP and that no person having any such interest shall be subcontracted in connection with this RFP, or employed by Respondent.

Respondents will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

Scope Of Services

Request for Proposal for Fiscal Systems Audit Services Summary

The Oakland Unified School District is submitting *an RFP for a Fiscal Systems* Audit services. This RFP will be for the 2024-25 and 2025-26 School Years.

- **RFP #25-153BS** - The District seeks Qualified Bidders to provide audit services in compliance with Education Code 413201(a)(4) which states:
 - (4) Before the school district repays the loan, including interest, the recipient of the loan shall select an auditor from a list established by the Superintendent and the Controller to conduct an audit of its fiscal systems. If the fiscal systems are deemed to be inadequate, the county superintendent of schools, with concurrence from both the Superintendent and the president of the state board or his or her designee, may retain the trustee until the deficiencies are corrected. The cost of this audit and any additional cost of the trustee shall be borne by the school district.
 - The District is seeking a single audit cycle.

Audit Scope and Standards

The audit shall be performed with the use of the District's complete 2022-23 Financial Audit, which was scoped and met the requirements of Education Code Section 41020, 41020.2, 41020.3 and 41020.8 for all funds of the District, including the student body and cafeteria funds and accounts, and any other funds and accounts under the control or jurisdiction of the District. The intent of the code is to encourage sound fiscal management practices among schools for the most efficient and effective use of public funds for education in California by strengthening fiscal accountability at the District, County and State levels.

Due to the timing of the fiscal systems audit, the District will be completing its 2023-24 Audit cycle; thus, the selected firm may also use the complete 2023-24 Financial Audit for its financial review, to include any documents selected and requested by the District's current audit firm. Access to the District's selected audit samples and associated data will be provided to the selected firm by District staff.

The District recognizes that a fiscal systems audit does not have a dynamic scope that follows specific audit, state, or County Office of Education guidelines; thus, the District has used the scope in a standard internal control audit, the fiscal systems audits performed for Emory Unified in 2011, West Contra Unified in 2013, and Vallejo City Unified in 2023. The District also included the Fiscal Crisis Management Assistance Team (FCMAT) [Indicators and Risk of Potential Insolvency](#) and [Fiscal Health Risk Analysis](#), and the [District's Fiscal Sustainability Plan](#) to help define focus and expected outcomes for the District's financial and operational health.

1. General Scope of Work and Responsibilities. The Fiscal Systems Audit will include, but is not limited to, risk assessments of the School Board operations, reports of assessments of the entity-wide control environment and internal control structure, as well as reports of audit findings and recommendations that will improve operations and reduce risks. The selected firm will develop a comprehensive auditing approach to review and evaluate the adequacy and effectiveness of the School Board's internal control structure to ensure the following:
 - a. Stability of the Superintendent, Senior Leadership, and key Business and Accounting Staff.
 - b. Consistent and timely planning, direction, and engagement of the Board with the staff to complete the standard and additional tasks required for fiscal stability.
 - c. Reliability and integrity of financial and operating records and reports.
 - d. Compliance with policies, procedures, plans, statutes, and other appropriate mandates.
 - e. Safeguarding of Assets and consistency of internal control/development throughout the organization in the following areas:
 - i. Purchasing and Receiving
 - ii. Cash Disbursements, Receipts, and Projections
 - iii. Payroll and Human Resources Management
 - iv. Accounts Payable and Receivable
 - v. Facilities and Contract Management
 - vi. District Budget and Financial Controls
 - f. Effective management and utilization of resources. Resources is defined as financial sources of funding **and** the use and efficiency of staff time to perform and complete required and ad hoc high volume and quality reporting.
 - g. Relationship and Dependency upon the Trustee for Technical Expertise and Guidance.
 - h. Review of five (5) years of auditing and evaluation of low risk fiscal distress and findings, including Federal Program Management, Annual General, Bond, and Parcel Tax Audits, and all County Oversight Reports.
 - i. Review of Board Policy Updates during the last five years.
 - j. Review the performance of business functions,—including—accounting and budgeting, according to Generally Accepted Accounting Principal (GAAP) for at least three (3) years without using consultants. Ensuring that the District resources are available and aligned with student outcomes.
 - k. Evaluation of the District timely and accurately meeting reporting requirements.
 - l. Engagement with end users in both central departments and school sites to determine ease of adhering to the implementation of human resources and fiscal systems.

2. Actions, Services, and Professional Standards

- a. Prepare and submit one (1) copy of the preliminary annual audit report draft to the District containing findings and recommendations, the status of prior year findings and recommendations, material weaknesses identified as a result of an evaluation of the internal control system, a summary of all instances of noncompliance with federal and state compliance requirements, and an identification of total amounts questioned, if any, for each federal financial assistance program prior to conducting an exit conference for the audit.
- b. Conduct an Audit entrance review with the Chief Business Officer, District and County designated Staff, and Trustee.
- c. Conduct an exit conference with the Chief Business Officer, District and County designated Staff, and Trustee to review and discuss the preliminary draft findings.
- d. The final report shall be completed by May 2025.
- e. A management letter shall be prepared in conjunction with the audit and incorporated into each audit report. The management letter shall include a statement of findings and recommendations and any other material information.
- f. Prior to the submission of the final draft of the management letter, the Auditor shall meet with the County Superintendent of Schools, District Superintendent, Chief Business Officer, and designated staff or designee to discuss the content.
- g. The Auditor for a minimum of three (3) years shall retain working papers unless notified otherwise in writing by the District.
- h. The Auditor shall assign professional staff with appropriate knowledge, skills, and disciplines for the conduct of a local education agency single audit. In-charge auditor(s) may be certified public accountant(s), currently licensed in the State of California. Managers shall coordinate the activities of the audit staff and shall be the liaison between the Auditor and the District. The manager shall be readily accessible and respond on a timely basis to the District at all times.
- i. The manager and partner of the audit firm shall be readily available to the District throughout the audit term to respond to questions and requests regarding findings and items that might impact the audit.
- j. The District shall assign appropriate staff to assist the Auditor by providing required information and explanations. District staff may be assigned on a full-time or part-time basis to assist the Auditor in fieldwork and to provide internal reports, which are pertinent to the work of the Auditor. Other staff will furnish the Auditor with copies of existing schedules as appropriate. It is not the intent of the District to furnish staff assistance for the purpose of pulling documents or preparing new schedules.
- k. While performing services hereunder, the Auditor is an independent contractor and not an officer, agent, or employee of the District.
- l. The Auditor shall hold harmless and indemnify the District, its officers, agents, and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except such actions, suits, or other proceedings as may arise as a result of the negligence or willful

- misconduct of the District, its officers, agents, and employees.
- m. The District will pay a fixed price to a single Auditor for the total project.
 - n. If during the course of the examination the Auditor finds any unusual item or a circumstance which in the Auditor's view warrants an immediate detailed investigation, the same will be reported in writing within two (2) days to the Chief Business Officer, or designee. If in the opinion of the District, a more detailed certification is required than that which would be required under ordinary circumstances, a written authorization will be provided to the Auditor by the Chief Business Officer or designee.
 - o. Additional services are not within the scope of services to be performed pursuant to the agreement. If additional services are required and authorized, the agreement must be approved by the Associate Superintendent and will be amended to reflect the additional services. Supplemental compensation shall be at the hourly rate applicable for the then current audit year.
 - p. If the work performed by the Auditor is not in accordance with the standards as specified herein, then the Auditor shall be obligated to do whatever is required to correct the reports to meet the requirements as specified in the standards or as specified by the State Controller at no cost to the District.
 - q. The Auditor will describe the proposed composition of the auditing team they will employ for the Oakland Unified School District. The Auditor shall describe any other valued services that it proposes to provide the Oakland School District.

Minimum Requirements

1. Must be listed on the Certified Public Accountants Directory System (CPADS) published by the State Controller's Office (SCO).
2. Must have at least five (5) years of experience working with K-12 School Districts

Proposal Evaluations

The District intends to select the Proposer that best fulfills the requirements and provides the best value to the District. The proposals will be evaluated based on the following criteria, which are not in order of ranking or weighting:

- Quality
- Cost
- Completeness of response
- Calendar of functions/work plan
- Experience/qualifications
- Data collection & information systems
- Allocation of Staff

The District may request additional information from Proposers to clarify any element of any proposal. After all proposals are received, the District may invite one or more Proposers to make a presentation and to be interviewed. The District reserves the right to make independent investigations as to the qualification of Proposer(s). The District reserves the right to accept or reject any and all proposals. The District reserves all its rights and options including:

- To reject any and all Proposals that fail to meet the requirements of this RFP;
- To accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
- To request clarification from any Proposer;
- To reject any and all non-responsive Proposals;
- To waive irregularities in any Proposal that the District may elect to waive;
- To award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with the Proposer, as determined by the District, to be within an acceptable competitive range or to negotiate separately with any Proposer when it is determined to be within the best interest of the District;
- To reject all Proposals without cause;
- To issue subsequent requests for new proposals; or
- To discontinue discussions after commencing discussions with a Proposer, and commence discussions with other Proposer(s).

By responding to this RFP, Proposer acknowledges that acceptable Proposers may be subject to an interview by a District committee, the State Trustee, and/or designee. Proposer acknowledges that this is for the performance of a service and shall be determined upon finding the best match for the purposes of the District and that lowest responsible proposer requirements do not apply.

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. OUSD Application & Cover Letter - Statement/Letter of Interest	5
2. Ability to Execute & Approach to Scope of Work/Scope of Services	30
3. Annual Cost To The District-Fee/Service Rate	35
4. Experience, Qualification and References	30
Total	100

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%

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **September 30, 2024 @ 2:00 pm. pst.**

Proposal shall be submitted with subject line: **“RFP Proposal # 25-153BS”**
****When submitting your proposal, be sure to get a ticket number or confirmation email.***

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission 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 pst.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view online at <https://www.ousd.org/bidopportunities>, also located in Exhibit A . 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 and Small 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 Format

1) Oakland Unified School District Application (on next page).

2) Cover Letter: In a maximum of two (2) pages. Explain your interest in this body of work and why you wish to work with Oakland Unified School District students & staff. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.

3) Ability to Execute & Approach to Scope of Work: In a maximum of ten (10) pages. This section should demonstrate that the proposer understands the desired overall performance expectations. A statement of the Proposer's understanding of the work to be performed and a proposed calendar of functions. The calendar should identify the key components of the audit and the level of staff that will be assigned to perform the work. Proposer shall include a statement, in general, of the audit approach that will be applied to the District.

Include a complete narrative of the Proposer's assessment of the work to be performed, as well as the ability and approach, and the resources necessary to fulfill the requirements. Proposer shall include the available platforms and/or describe the process for delivery of service such as telephonic, video, web-based, and/or in-person. Proposer's response times during Standard Hours and Non-standard Hours, if any. In addition to any protocols that the proposer may have.

4) Annual Cost to the District - Fee/Service Rate Schedule: Submit fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the Proposal Price Form Template located in Exhibit D (Proposal Price Form) or submit own detailed price document. Must include complete fee schedule but not limited to in-person rates including travel, video or web-based, telephone or via written documents or texts. The fee/service rate schedule should be as thorough and specific as possible.

5) Experience, Qualification and References: In a maximum of five (5) pages.

The description shall show that the vendor possesses demonstrated skills and experiences in specific areas of the RFP. This section shall include:

1. Background of company and detail for any project that relates specifically to this RFP
2. Describe the company's experience in conducting these types of services
3. Resumes of the staff members to be assigned to the District
4. A list of all public sector clients to which the Proposer has provided services over the past five (5) year

Provide a list of three (3) References which have been performed in the past five (5) years, located in Exhibit C.

6) Completed Exhibits: List of Exhibits begin on page 18.

Oakland Unified School District Application

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

Is your Firm listed on the Certified Public Accountants Directory System (CPADS) published by the State Controller's Office (SCO)?	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Does your Firm have at least five (5) years of experience working with K-12 School Districts?	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No

Tax Classification:	<input type="checkbox"/>	Individual
	<input type="checkbox"/>	Corporation
	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Non-Profit
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?	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes

<p>If yes, provide the name of the school/district and briefly detail the dispute.</p>		
<p>Has your company ever had a contract terminated for convenience or default in the prior five years?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details including the name of the other party:</p>		
<p>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?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details:</p>		
<p>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?</p>	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
<p>If yes, provide details:</p>		



List Of Exhibits

Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement

Exhibit B: Awarded Insurance Contract Requirements

Exhibit C: References

Exhibit D: Proposal Price Form

Exhibit E: Terms and Conditions

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion

Exhibit G: Worker's Compensation Certificate

Exhibit H: Fingerprinting Notice and Acknowledgement

Exhibit I: Non-Collusion Declaration

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement. Proposer understands that if awarded, it will be required to sign the agreement which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract Insurance Requirements may be subject to change**

To view click here: [SERVICES AGREEMENT](#)

Signature

Print Name

Title

Date

Exhibit B: Awarded Insurance Contract Requirements

Please review the insurance requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.

All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with <u>NO contact</u> with students
<ol style="list-style-type: none">1. Resume for individuals or a Stmt of Qualifications for Companies;2. Proof of the following types of insurances via an ACORD sheet:<ul style="list-style-type: none">- Commercial General LiabilityPolicy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregateCertificate Holder must read: <i>Oakland Unified School District;</i> <i>ATTN-Risk Management;</i> <i>1011 Union St, Site 987; Oakland, CA 94607;</i>3. Policy Endorsement that names Oakland Unified School District as an Additional Insured.

Signature

Print Name

Title

Date

Exhibit C: References

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Direct Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Direct Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Direct Email: _____

Services Provided: _____

Duration of Services: _____

Exhibit D: Proposal Price Form

FINANCIAL CONSIDERATION

The hourly rates on which the auditing services proposed are based and upon which any early termination billings would be based are as follows:

Partner	\$	Junior Account	\$
Audit Manager	\$	Clerical	\$
Senior Accountant	\$	Other:	\$

The proposal/bid should contain a total annual amount to be charged for the fiscal systems audit. The proposal should also include the fee structure for public meeting attendance, at the District's request.

Service Description:

Annual Pricing:

Total Amount of Proposal:

Additional Fees or Special Request Costs:

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit E: 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 Designee(s) for this agreement.

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

Print Name: _____

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____ [Name of Bidder] nor 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 _____ [DATE] for the purposes of submission of this bid.

By

Print Name: _____

Signature: _____

Date: _____

Exhibit G: Workers Compensation Acknowledgement

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.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of

Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of
_____ [*insert name of business entity*] , have read the
foregoing and agree that _____ [*insert name of
business entity*] will comply with the requirements of Education Code §45125.1 as
applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of

methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

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 solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano

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

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.