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Board Cover Memorandum

To Board of Education

From Jennifer Brouhard, President

Meeting Date August 19, 2025

Subject Request for Proposals and Qualifications for Executive Search Firm- Superintendent

Ask of the Board No action requested at this meeting. Item is for public comment and Board discussion only.

Background The development of the Request for Proposals (RFP) for the Superintendent Search is one of the critical steps the Board will take in shaping the future leadership of Oakland Unified School District. An RFP is a formal solicitation issued by a public agency to invite qualified firms to submit written proposals for specified services; in this case, to conduct a comprehensive, equitable, and transparent search for the next Superintendent of Schools. In California, the process for issuing and awarding professional services contracts such as this is governed by the Public Contract Code, the Education Code (including but not limited to Education Code § 35161, which vests the Board with the authority to contract for services), and applicable Board policies. An RFP is not a contract. Issuing an RFP does not obligate the District to hire a firm, award a contract, or proceed with any proposal received.

The Board of Education has directed staff to prepare a draft Request for Proposals (RFP) for an executive search firm to assist with the Superintendent Search. The draft RFP incorporates the Board's desire to include the following requirements:

- A national search to ensure the broadest pool of qualified candidates
- Comprehensive community engagement
- Measurable commitments to engaging diverse candidates

- A guarantee period

Certain items in the draft RFP are marked as TBD, pending public comment and further Board direction. The draft RFP has been agendaized for the August 19, 2025 Special Board Meeting as an informational item to receive community feedback.

Discussion

The Special Meeting provides an opportunity for the community and stakeholders to review the draft RFP and offer input on:

- Scope of services
- Community engagement deliverables
- Evaluation criteria
- Timelines for community engagement and hiring

Feedback received will be used to refine the final RFP prior to release. Key issues include ensuring equitable access to engagement opportunities, confirming evaluation weighting, and clarifying deliverables. Items currently marked as TBD will be finalized following this meeting and further Board direction.

Fiscal Impact

There is no immediate fiscal impact associated with presenting the draft RFP for public comment. Fiscal implications will arise upon future selection and contracting with an executive search firm, subject to Board approval.

Attachment(s)

- Draft RFP for Executive Search Firm – Superintendent of Schools (with TBD items marked)



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

DRAFT REQUEST FOR PROPOSAL (RFP) #26-164COS

**EXECUTIVE SEARCH FIRM FOR
SUPERINTENDENT OF SCHOOLS**

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

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
September 22, 2025 @ 2:00 p.m.**

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

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Schedule Of Events

The following schedule will be used by the District.

DATE	Tentative Schedule of Events (Subject to change)
RFP Posting:	08/29/2025
RFP Pre-Bid Conference	09/08/2025 @1:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	09/10/2025 @4:00 p.m.
Proposal/Bid Submitted to District:	09/22/2025 @2:00 p.m.
Potential Interviews (If Necessary):	09/23/25 - 09/24/2025
Selection Notice:	09/30/2025
Contract Start Date:	October 2025

****What is a Pre-Bid Conference?** A pre-bid conference is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work. Optional Online 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:

Procurement Service Department
procurement@ousd.org

NOTE: Contacting Board members and/or any District staff other than contact who is outlined above, may disqualify the proposer from the 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 34,500 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

Introduction

The Oakland Unified School District (OUSD) wishes to employ the services of an experienced executive search firm to identify the most qualified candidates for the Superintendent of Schools.

Scope Of Work

The Oakland Unified School District (OUSD) Board of Education seeks to engage a qualified executive search firm to design and implement a comprehensive, equitable, and transparent process to recruit, screen, and support the selection of the next Superintendent of Schools. The selected firm will work under the direction of the Board of Education and in collaboration with District staff as appropriate.

The responsibilities of the selected firm will include the following:

1. Conduct all aspects of the recruitment process, including managing the superintendent search in accordance with Board direction, OUSD policies, and applicable provisions of the California Education Code. Provide regular updates to the Board and maintain flexibility to adapt the process to meet the needs of the District.
2. A national search to ensure the broadest pool of qualified candidates.
3. Community and community partner engagement, including interviews, surveys, and focus groups with Board members, District staff, parents, students, labor

partners, and community organizations. Community engagement will be the responsibility of the search firm. Develop and implement a Leadership Profile Report summarizing findings.

4. Search plan and timeline development, including a clear timeline balancing confidentiality with transparency. Proposals must specify how much time will be allocated for community engagement before recruitment begins. The timeline must align with OUSD's goal to contract with a search firm in early October 2025, conduct recruitment through spring 2026, and hire a new Superintendent by April 15, 2026.
5. Candidate recruitment and advertising, including a nationwide strategy. Evidence of past success recruiting diverse candidates, including women, people of color, and culturally competent leaders is required.
6. Candidate screening and evaluation, with screening tools and evaluation rubrics consistent with Board priorities. Firms must describe any cultural competency training or anti-bias interview methods used.
7. Reference and background checks, including credential verification, employment history, and professional reputation.
8. Interview coordination and facilitation, including structured interview protocols aligned with the Leadership Profile. Facilitate stakeholder/community panels with feedback mechanisms. Arrange logistics for interviews and community visits.
9. Guarantee: Firms must propose a guarantee option (e.g., redo the search if the superintendent leaves within the first year).
10. Other related services reasonably associated with the search as requested by the Board.

Deliverables for the Executive Search Firm Includes:

1. Engagement must ensure broad input from students, families, staff, labor partners, and community organizations.
2. The firm must conduct both in-person and online surveys, available in multiple languages.
3. The firm will be required to publish a Leadership Profile Report summarizing stakeholder input, district strengths, challenges, and desired characteristics of the next Superintendent.
4. Outreach strategies must include measurable goals to ensure participation from underrepresented communities.
5. Deliverables to the Board include: a written summary of all community engagement activities, a presentation of the Leadership Profile Report in public session, and recommendations for how the Board may use stakeholder input to inform selection criteria.

6. Provide the Board with a recruitment plan, including advertising strategies, sample postings, and a list of outreach networks and publications to be used.
7. Submit copies of all advertising materials and recruitment communications for Board review prior to release.
8. Provide interim reports on candidate pool demographics to confirm outreach to diverse applicants.
9. Deliver a screening rubric and evaluation matrix for Board review, aligned to the Leadership Profile.
10. Provide a confidential written summary of each applicant's qualifications and alignment with Board priorities.
11. Submit a shortlist report with rationale for recommending finalists, including detailed reference notes.
12. Deliver written verification of credentials, employment history, and results of reference checks for all finalists.
13. Provide a confidential report summarizing findings of background checks, including reputational references beyond those supplied by the candidate.
14. Develop and share proposed interview protocols, sample questions, and rating sheets.
15. Coordinate logistics for interviews and community forums, including space, technology, and interpretation/translation services.
16. Compile and provide a synthesis of feedback from community and stakeholder panels on finalist candidates.
17. Document the firm's proposed guarantee terms, including timelines and conditions for a no-cost or reduced-cost redo of the search.
18. Provide bi-weekly progress reports to the Board, including milestones completed, emerging challenges, and next steps.
19. Prepare a final post-search report summarizing the entire process, lessons learned, and recommendations for future superintendent searches.

Proposed Timeline

The Oakland Unified School District desires to retain a qualified search firm by **October 15, 2025** and to offer, onboard and board approval of a candidate for hire by **Mid April/Early May, 2026**.

The District intends to “short-list” firms responding to this RFP and to interview one or more firms to better assess their qualifications. The District will negotiate a scope of services and a fee proposal with the selected firm. The District will evaluate and select the firm based on qualifications, experience and performance with similar projects, references, ability to provide timely services, awareness of project issues, opportunities and constraints, and estimated fees and expenses. The selected firm must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines.

The District does not expressly state or imply any obligation to reimburse responding firms for any expenses incurred in preparing submissions in response to this request. The District reserves the right to reject any or all submissions, to select a firm in a manner that is advantageous to the district and to waive all formalities in the bidding.

Criteria for Selection

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

The District reserves the right without limitation to:

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

Best Value Scoring

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

Best Value Points	
Value Category	Maximum Points
1. Application and Cover Letter - Statement/Letter of Interest	5
2. Executive Summary, Approach and Timeline, Sample Work	30
3. Annual Cost To The District-Fee/Service Rate/Budget	35
4. Statement of Firm Qualifications, Staff Qualifications, References	30
Total	100

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

The Board of Education and/or a subcommittee of the Board will evaluate qualifications/proposals with technical support from the District's Chief of Talent and General Counsel. The criteria by which each response will be evaluated are as follows:

- **Applicable experience:** The extent to which applicants demonstrate experience and expertise related to the scope of work as outlined in the RFP.
- **Demonstration of understanding:** The extent to which the applicant communicates an understanding of the needs described here with documented samples of success.
- **Demonstration of capacity:** The proposal will be evaluated for feasibility, completeness and capacity to address the scope of work as outlined in this RFP.
- **Cost/Budget:** The proposal will be evaluated for feasibility, completeness and capacity to address the scope of work as outlined in this RFP.

Selection Guide				
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE
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
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
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE

MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE

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Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **September 22, 2025 @2:00 p.m.**

Proposal shall be submitted with subject line:
“RFP Proposal #26-164COS-Executive Search Firm for Superintendent of Schools”

***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 - 3:00pm 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 solicitation 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 solicitation, 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 bid.**

Proposal Format

Application Template: Complete the OUSD Application..

Cover Letter: 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.

Executive Summary: Include an opening summary that details your organizational structure, your qualifications and your proposed approach and how you demonstrate a commitment to developing a diverse candidate pool.

Approach and Timeline: All responses should include a work plan and timeline for performing the services required.

Sample Work: All responses must include a sample timeline and a sample recruitment announcement.

Budget: All responses must include a budget/fee schedule including expected expenses. Explain your proposed budget in a brief narrative including estimated amounts of time to carry out contract activities. Costs should be reasonable and well justified. Proposers can submit their own budget expense or complete 'Exhibit C Proposal Price Form'.

Statement of Firm Qualifications: All responses must include a statement of qualifications, experience and description of the firm and its history. The response should specifically indicate the firm's current and historical expertise in providing the Executive Search Services identified in the RFP.

Staff Qualifications: All responses must include names and titles of each individual who will be providing the Executive Search Services, as well as written descriptions of the individual's experience. All responses must identify the individual(s) who will have primary responsibility for contact and communications with the District.

References: All responses must include references from at least three clients. Preferably K-12 School Districts. Proposers can submit their reference template or complete 'Exhibit B References'.

Proposal submission should not exceed 25 pages (not including the “List of Exhibits”).

List of Exhibits: Complete all the ‘List of Exhibits’.

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Oakland Unified School District Application

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

Tax Classification:	☐	Individual
	☐	Corporation
	☐	Partnership
	☐	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?	☐	No
	☐	Yes
If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	☐	No
	☐	Yes

If yes, provide details including the name of the other party:		
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?	☐	No
	☐	Yes
If yes, provide details:		
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?	☐	No
	☐	Yes
If yes, provide details:		

List Of Exhibits

Exhibit A Acknowledgement of Reading and Understanding OUSD's Agreement
Exhibit B References
Exhibit C Proposal Price Form
Exhibit D Terms and Conditions
Exhibit E Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion
Exhibit F Acknowledgement of Understanding Required Insurance
Exhibit G Worker's Compensation Certificate
Exhibit H Fingerprinting Certificate
Exhibit I Non- Collusion Declaration
Exhibit J Authorized Vendor Signature - Point of Contact

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 Contract

Important, the award of this 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](#)

If having a hard time opening template(s), please email procurement@ousd.org for a copy.

Signature

Print Name

Title

Date

Exhibit B: References

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

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Exhibit C: Proposal Price Form

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit D: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – 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 Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

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

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

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

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

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

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

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

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

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

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

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

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

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

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

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

incorporated therein shall be binding on the parties thereto.

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

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Print Name: _____

Signature: _____

Date: _____

**Exhibit E: 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 F: Acknowledgement of Understanding Required Insurance

*Insurance Requirements may be subject to change

The following documents listed below are ***not*** required upon submission of proposal but will be required upon being selected for the Executive Search Firm for this project.

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

1. Statement of Qualifications
A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.
2. Commercial General Liability Insurance Coverage via an ACORD sheet.
 - A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1011 Union Street, Oakland CA 94607
 - B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate
3. Policy Endorsement that names Oakland Unified School District as an Additional Insured
4. Agency Letter: This letter states the following : (and should be on your letterhead)
 - (a) All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.
 - (b) ATI Numbers (from fingerprinting) will need to appear on all invoices submitted to OUSD
 - (c) Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit G: Workers Compensation Certificate

Labor Code § 3700

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

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

DRAFT

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: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

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

_____	_____	_____
Date	Signature/Title	Type or Print Name

_____	_____	_____
Name of Company	Address	City and State

_____	_____	_____
Email	Telephone #	Fax #

Federal Tax ID Number

Evaluation Process

Upon receipt of proposals, the Board of Education and/or Selection Committee will review each provider's response to this 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 determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District Selection Committee will decide collectively which proposal is most qualified and best fits the District's need.

Interviews may be held by the Selection Committee, however it does not mean it will be necessary.

Notice of "Intent of Award" will be emailed to the selected proposer and notice(s) of "Not To Award" will be emailed to the non award provider(s).

After "Intent of Award" notice, the District may negotiate with the most qualified proposer the contract amount including timetable. The contract amount shall be a not-to exceed amount.

Contract Award

Upon successful completion of the negotiations, proposer will sign the agreement located in Exhibit A in this RFP to begin the project.