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Board Cover Memorandum

To

Board of Education

From

Denise Saddler, Interim Superintendent Sondra Aguilera, Chief Academic Officer

Andrea Bustamante, Executive Director, Community Schools and Student Services

Francisco Navarro, Commissioner Oakland Athletic League (OAL)

Meeting Date

November 12, 2025

Subject

Services Agreement - Tri- Valley Soccer Referee Association -

Oakland Athletic League (OAL)

Ask of the Board

Approval by the Board of Education of a Services Agreement 2025-2026 and 2026-2027 by and between the District and Tri- Valley Soccer Referee Association, Sebastopol, CA, for the latter to work with Oakland Athletic League (OAL) by providing officials for for all middle and high School Freshman, JV and Varsity Soccer games and Futsal for the period of November 1, 2025 through June 30, 2027, in an amount not to exceed \$240,000.00.

Background

Vendor services are needed to provide officials for all scheduled middle and high School Freshman, JV and Varsity soccer games and Futsal. This will allow OUSD students to participate in athletics at the middle and high school level and to play at a competitive level while staying within the rules of the game. Also, will increase the number of games for girls soccer programs as additional levels for girls high school freshman and middle school JV will be added. Qualified officials are required to officiate middle and high school soccer games and support quality soccer programs for our student athletes.

Discussion

The vendor will work with Oakland Athletic League (OAL) to provide officials for all scheduled middle and high School Freshman, JV and Varsity soccer games and Futsal. This will allow our students to play at a competitive level while staying within the rules of the game.

Fiscal Impact

Resource 9334 / Measure G in the amount of \$240,000.00

Attachment(s)

- Services Agreement
- Request for Proposal 25-160OAL
- Notice of Intent to Award



SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

- 1. Services. VENDOR shall provide the services ("SERVICES") as described in Exhibit A.
- 2. **Term**. The term ("TERM") of this AGREEMENT is established in **Exhibit A**.

3. **Compensation**.

- a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in Exhibit A for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.
- b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
- vendor acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
- d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

- 4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- 5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- 6. **Termination**. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy**.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
- Copyright/Trademark/Patent/Ownership. Except for any intellectual property owned by 9. VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
- 11. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
- 12. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 13. **Legal Notices**. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email <u>and</u> either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. Status.

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration**. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. Insurance.

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

- otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).
- 23. **Limitation of OUSD Liability**. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- 25. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
- Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

- 27. Compliance with California and Federal Laws. VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
- 28. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 29. **Waiver**. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
- 30. **Assignment**. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
- 31. **No Rights in Third Parties**. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 32. **Litigation**. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
- 33. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
- 34. **Integration/Entire Agreement of Parties**. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
- 35. **Severability**. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 36. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
- 37. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
- 38. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
- 39. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- 40. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 41. **Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

42. **Signature Authority**.

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

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
- 43. **Contract Contingent on Governing Board Approval**. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VEN	DOR	
Name: Steve Larsen	Signature:	Steve Larsen
Position: President		Steve Larsen Date: 10/1/2025
One of the terms and conditions to which versubparagraph (c) of Paragraph 3 (Compensation agrees not to expect or demand compensation for particularly OUSD, validly and properly executing or written communication from any individual, Legal Counsel, stating that OUSD has validly and	n), which states the or any SERVICES p og this AGREEME other than the O	nat VENDOR acknowledges and performed prior to the PARTIES, NT and shall not rely on verbal DUSD Superintendent or OUSD
OU	SD	
Name:	Signature:	
Position: Board President (for approvals) Chief/Deputy Chief/Executive Dire	ector (for ratificat	Date:tions)
Name: <u>Denise G. Saddler</u> Sign	ature:	
Position: Interim Superintendent and Interim Sec	cretary, Board of	<u>Education</u>
Date:		

Template Approved as to form by OUSD Legal Department



SERVICES AGREEMENT EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

Clausa	1.	Complete Describe the CERVICES VEALOUR will work it. Tri Volley Secret
Clause		Services. Describe the SERVICES VENDOR will provide: Tri-Valley Soccer ree Association will provide officials for all middle and high School Freshman, JV and
		y soccer games and Futsal. This will allow OUSD students to participate in athletics at the
		e and high school level and to play at a competitive level while staying within the rules of
	the ga	
Clause	2:	Term.
	a.	This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT. Start Date: 11/1/2025
	b.	Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit. End date: 6/30/2027
Clause	ვ ∙	Compensation.
Clause	э. a.	The basis for payment to VENDOR shall be:
	u.	☐ Hourly Rate:per hour
		☐ Daily Rate:per day
		☐ Weekly Rate:per week
		■ Monthly Rate: \$17,500.00 per month
		☐ Per Student Served Rate: per student served
		☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):
	b.	Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: Le	egal Notices.
<u>OUSD</u>	
Site/Dept	: Legal Department
Address: 1	1011 Union Street, Site 946
	p: Oakland, CA 94607
	10-879-5060
Email: <u>ous</u>	sdlegal@ousd.org
\((5) \((5) \)	
VENDOR	
	ept: Steve Larsen - TVSRA
	PO Box 988
	ip: Sebastopol CA 95473
	707-696-6599
Email: su	sclarsen2@comcast.net
confirma hereto. I otherwise	Issurance . OUSD has waived the following insurance requirements. Written tion of a waiver (e.g., email from OUSD Risk Management Officer) is attached Failure to attach such written confirmation voids any such waiver even if e properly given.
no	Commercial General Liability Insurance. Waiver typically available by OUSD if VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person r virtual) and the not-to-exceed amount is \$25,000 or less.
	Workers' Compensation Insurance. Waiver typically available by OUSD if ENDOR has no employees.
requirem Managen voids any IN by	esting and Screening. OUSD has waived the following testing and screening ents. Written confirmation of a waiver (e.g., email from OUSD Risk ment Officer) is attached hereto. Failure to include such written confirmation such waiver even if otherwise properly given. Tuberculosis Screening. Waiver typically available by OUSD if VENDOR IDIVIDUALS will have no in-person contact with OUSD students. Fingerprinting/Criminal Background Investigation. Waiver typically available of OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students in-person or virtual).
or event inaccessik 	ealth and Safety Orders and Requirements; Site Closures. If there is an Order in which school sites and/or District offices may be closed or otherwise ole, would the SERVICES be able to continue? Yes, the SERVICES would be able to continue as described herein. No, the SERVICES would not be able to continue. Yes, but the SERVICES would be different than described herein, they would be as follows:

TRI VALLEY SOCCER REFEREE ASSOICATION INC

PO BOX 988 Sebastopol CA 95473

July 11, 2025

Franky Navarro, OAL Commissioner 1000 Broadway, Suite 150 Oakland CA 94607

RE: TVSRA RESUME

Dear Franky,

The Tri Valley Soccer Referee Associationis a 35 year old organization whose roots were established in Pleasanton CA in 1981 to serve the high school soccer communities in the East Bay and beyond. We are a non profit organization whose mission is to serve the student athletes in playing the game of soccer. We are focused on the single sport of soccer for the High School and middle school programs. We are a certified member of the California Interscholastic Federation (CIF) and have been accredited since our inception.

We provide soccer officials to many of the associated High School and Middle School leagues throughout the east bay area, including the Mission Valley Athletic , Bay Area Charter School Athletic Conference, Tri County Athletic league and the Bay Counties League, as well as a number of the Middle School Associations. . All of our officials are CIF accredited and meet the National Federation of High Schools standards to officiate High School soccer games.

We have provided and participated in all NCS Playoffs, since 1987 as well as the CIF Sectional Finals for a number of years. We also provided officials to the State Regional playoffs in 2019, the first year of the program.

Our officials and our Association are committed to the game of soccer as an educational opportunity for our student athletes to pursue their educational endeavors. Our officials willing contribute to the TVSRA Scholarship fund where by we offer every year, a scholarship, to a graduating Senior to pursue their continuing education experience.

We hope and trust that our relationship with the Oakland Athletic League will be a long and rewarding one. Please let me know if you need any further recommendations or information. We do look forward to serving you.

Regards

Steve Larsen, President TVSRA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/16/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Next First Insurance Agency, Inc. PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nexti FAX (A/C. No): PO Box 60787 Palo Alto, CA 94306 support@nextinsurance.com INSURER(S) AFFORDING COVERAGE 16285 Next Insurance US Company INSURFO INSURER B: Tri Valley soccer referee association 6518 Wayne Ct Forestville, CA 95436 INSURER C INSURER D INSURER E: INSURER F **COVERAGES CERTIFICATE NUMBER: 750453038 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD: INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000.00 CLAIMS-MADE X OCCUR \$100,000.00 PREMISES (Ea occurrence) MED EXP (Any one person) \$15,000.00 Α χ NXT3LKCRPF-00-GL 09/16/2025 09/16/2026 PERSONAL & ADV INJURY \$1,000,000.00 GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000.00 GENERAL AGGREGATE X POLICY PRO-PRODUCTS - COMP/OP AGG \$2,000,000.00 OTHER: AUTOMOBILELIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** OWNED PROPERTY DAMAGE (Per accident) AUTOS ONLY s AUTOS ONLY \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE **AGGREGATE** DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ Each Occurrence: \$1,000,000.00 Professional Liability NXT3LKCRPF-00-GL 09/16/2025 09/16/2026 Aggregate: \$2,000,000.00 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is Oakland Unified School District. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions. CERTIFICATE HOLDER CANCELLATION Oakland Unified School District Attn: Risk Management 1011 Union St Oakland, CA 94607 LIVE CERTIFICATE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE an Kypor Click or scan to view

ISO | Commercial General Liability Forms | 01/01/96 POLICY NUMBER:NXT3LKCRPF-00-GL INSURED: Tri Valley Soccer Referee Association

COMMERCIAL GENERAL LIABILITY
NXT3LKCRPF-00-GL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Oakland Unified School District Attn - Risk Management 1011 UNION ST SUITE 987 Oakland, CA 94607

Additional Premium: none

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A Section II - Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions: This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits Of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 9/25/2025

NXT3LKCRPF-00-GL

Page 1 of 1

Copyright. Insurance Services Office, Inc., 2012

CORL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY) 01/24/2025

Į,	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CONFIGURATION ONLY AND CONFERS NO RIGHTS UPON THE CONFIGURACE AFFORDED BY THE DOLLARS BEFORD THE OWN THE OWN THE CONFIGURACE AFFORDED BY THE DOLLARS BEFORD THE OWN	ERTIFICATE HOLD	DER. THIS	S'CERTIFICATE DO	ES NOT AFFIRMATIVELY OR
	NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIF THE ISBUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		ANCE DO	DES NOT CONSTITU	JTE A CONTRACT BETWEEN
ľ	IMPORTANT: If the certificate holder is an ADDITIONAL (NSURED, the policy(les) must be endorsed. If SUBROGATION require an endorsement, A statement on this certificate does not confer only to the certificate holder in	N IS WAIVED, subje	ct to the	terms and conditions	of the policy, certain policies may
۲	require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endor	orsement(s),			,, , , ,

require an endorsement. A statement on this certificate does not confer rights to the certi	ificate holder in fleu of such endorsement(s).	etain policies ma					
PRODUCER	CONTACT NAME: Sports Dept						
SADLER & COMPANY, INC. P.O. BOX 5868 COLUMBIA, SOUTH CAROLINA 29250-5866	PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-258-4017						
	E- MAIL ADDRESS: soda@sadlersports.com						
	PRODUCER CUSTOMER ID#:						
INSURED DI BY A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION	INSURER(S) AFFORDING COVERAGE	NAIC#					
Tri- Valley Soccer Referee Association	INSURER A: State National Insurance Company						
PO BOX 988 SEBASTOPOL, CA 95473 Club #: C.102731	INSURER B: SeriousPoint America Company						
	INSURER C:						

INSURER D: COVERAGES **CERTIFICATE NUMBER REVISION NUMBER**

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

INSD	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	DOLLAY EVE	T		
LTR		INSR	WVD	. Janes Homber	(MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	Х					EACH OCCURRENCE	\$5,000,000	
	CLAIMS MADE COCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
				OVE-0000287-01	10:52AM ET 01/24/2025	12:01AM ET 01/24/2026	MEDICAL EXPENSES (other than participents)	\$5,000	
1	GEN'L AGGREGATE LIMIT APPLIES PER:		ļ		V 1/2-7/2020	V 1/24/2020	PERSONAL & ADV INJURY	\$1,000,000	
	POLICY PROJECT LOC	[!				GENERAL AGGREGATE	\$5,000,000	
	OTHER		!	į	į		PRODUCTS- COMP/ OP AGG	\$1,000,000	
	AUTOMOBILE LIABILITY	⊢ —⊢	<u> </u>		ļ	 	LEGAL LIAB TO PARTICIPANTS	\$1,000,000	
	□ ANY AUTO						COMBINED SINGLE LIMIT (Ex Accident)	\$1,000,000	
	□ALL OWNED AUTOS			n/a	n/a	n/a	BODILY INJURY (Per person)		
	HIRED AUTOS			i	747 GL	· " ·	BODILY INJURY (Per accident)		
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
Α	SEXUAL ABUSE / MOLESTATION			OVE-0000287-01	10:52AM ET	12:01AM ET	EACH OCCURRENCE	\$1,000,000	
	,			- 7 L - 00 JUZU1 - 01	01/24/2025	01/24/2026	AGGREGATE	\$2,000,000	
	□UMBRELLA LIAB □OCCUR □EXCESS LIAB □CLAIMS-MADE						EACH OCCURRENCE	\$3,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE			n/a	n/a	n/a	AGGREGATE	\$3,000,000	
	RETENTION								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUE		
	ANY PROPRIETOR /				' l		OTHER .		
	PARTNER / EXECUTIVE Y/ N OFFICER / MEMBER EXCLUDED?			N/A			E.L. EACH ACCIDENT		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF						E.L. DISEASE - EA EOMPLOYEE		
	OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
В	PARTICIPANT ACCIDENT		1	PHSA-	10:52AM ET	12:01AM ET			
	ļ		ı	BAMH-10089-23- C.102731	01/24/2025	01/24/2026		\$100,000	
 				U-102/31			AD&D	\$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: COVERED Sports Officials - Accident & General Liability

RE: COVERED Sports Officials - Accident & General Liability
186 Officials
Official Names: Abou- Alfotouh, Mohamed, Alvarado, Marin, Ambra, Leia, Anyanuwu Obinna, ANYANWU, Uchenna, Amo ken, Bartel David, Bassi Stephen,
Bauman Raffi, Beatty Sean, Shulla Anmol, Bragg, Christopher, Brazil Harrold, Brumnscheiler Stefan, Bruno Alexandra, Cardoso Augusto, Cardoza Jairo, Carvalho
Mike, Carvalho Amanda, Castellotto Fabio, Celik Huseyin, Caparro Claudia, Chevez Jose, Cifuentes Herwin, Connelly Thomas, Cooper Joel, Colonel Eugenio,
Cuellar Daniel, Cumut Chris, Davis Thomas, Delgart Nathan, De Jesus Alexander, Delgado Alex, Derieg George, Danet, Andrei, Davis, Thomas, Doeppner Tilo,
Doherty Harry, Elliott James, Escobar Leo, Espinosa Antonio, Fallhala Ron, Feldman Seth, Feldmer Gunter, Fernandez Robert, Ferretti Gabriel, Ferretti Paolo,
Frederick Jacob, Freeman Sam, Gebreslassie Michael, Espinosa Jr, Antonino, Fallhala, Ron, Gonzalez Manuel, Gowand Dash, TODD BOOKHART, Green David,
AUGUSTO CARDOSA, Hamilton Scott, Hanks Colin, Hardike David, Favila, Mike, Harlow Jay, Harris, Jake, Havlik John, Gonzalez Jr, Manuel, HARRY DOHERTY,
Helffich John, Hobbs Zachary, heffer Veronica, Huerta Matthew, Huerta Val, Hulff Kris, Imazu Greg, haddick David, Jiminez Julio, Freeman Sam, Juhala Jerry,
MANUEL GONZALEZ JR, Kendig Tom, DANIELE GOZZI, Kuen Will, Kyllonen Dave, ROXANA GUILLEN, Larkin Steve, Larsen Steve, Hovis, Timothy, Jazar Gary,
Liu Lawrence, PAUL HARMENZON, MacKenzie Ian, Lopez Kenny, Manse Francisco, MYLES HECHT, Martinez Bryan, Moljor Ray, Michelegiannakis Georgios,
Mirin Art, PATRICK IGNACIO, Montalwo Albert, Delzell, Drake, Morgante Vincent, Mengal Goddinez Humberto, Dennis Mark, Nagra Jesse, Narayanaswarmy
Ravi, Neverez Rogello, Neves Chhristian, Newcomb Richard, DEVON MORAN, Novello Thomas, O Nelli Rory, HUMBERTO MUNDICUA GODINEZ, AARON
MURDICK, JESSE NAGRA, Partida Jonathan, Perez Tirso, Perla Guilliermo, EARON PARKER, Permar Stewart, Reading William, Peto Csaba, JORGE
ROBLETO, Rodgers Doug, Rogala Krysztof, MARK THOMPS



Tri Valley Soccer Referees Incorporated

PO Box 988 Sebastopol, CA 95473 (707)696-6599

July 11, 2025

Francisco Flores Attn Risk Management 1011 Union St Site 987 Oakland CA 94607

Dear Francico,

As per your instructions I am writing this letter to you.

Tri Valley Soccer Referee Association Inc does not have any employees. All of our associates and staff are 1099 Independent Contractors. We are there for exempt from this requirement of the Oakland Unified School District.

Respectfully submitted

Steve Larsen, President Tri Valley Soccer Referees Inc





Tri Valley Soccer Referees Association

PO Box 988 • Sebastopol, CA 95473 • 707 696-6599

July 11, 2025

Franky Navarro, Commissioner Charlene Johnson Administrative Assistant CIF Oakland Section -Oakland Athletic League 1100 Union St Oakland CA 94607

Dear Franky and Charlene

The District Office requires the following information provided by Charlene. The Tri Valley Soccer Referee Association assures that all our officials do meet the background requirements for the Oakland Unified School District.

- A All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.
- B ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.
- C Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Regards Steve Larsen President TVSRA



NOTICE OF INTENT TO AWARD

June 25, 2025

To: Tri Valley Soccer Referee Association

PROJECT:

Request for Proposal (RFP) 25-160OAL Youth Sports Officials for Oakland Athletic League

The Oakland Unified School District ("OUSD") ("District") has completed its RFP for Youth Sports Officials

OUSD intends to award the Tri Valley Soccer Referee Association, along with a few other organizations. Please note that this is not an exclusive agreement, and services may be provided by multiple vendors as needed to support the District's programs. The recommendation to award the bid will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP's, please visit our <u>Procurement Webpage</u>.

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601 (510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 25-160OAL

YOUTH SPORTS OFFICIALS FOR OAKLAND ATHLETIC LEAGUE

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

email: <u>procurement@ousd.org</u> phone: (510) 879-2990

Proposals Due: June 6, 2025 @ 2:00pm pst

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

Proposal From TVSRA

1) Oakland Unified School District Application & Cover Letter:

Our Application for the providing Soccer officials is Attached to this Application.

The Tri Valley Soccer Referee Association s a 35 year old organization whose roots were established in Plesanton CA in 1981 to serve the high school soccer communities in the East Bay and beyond. We are a non profit organization whose mission is to serve the student athletes in playing the game of soccer. We are focused on the single sport of soccer for the High School and middle school programs. We are a certified member of the California Interscholastic Federation (CIF) and have been accredited since our inception

2) Ability to Execute & Approach to Scope of Work:

We provide soccer officials to many of the associated High School and Middle School league throughout the east bay area, including the Mission Valley Athletic , Bay Area Charter School Athletic Conference, Tri County Athletic league and the Bay Counties League, as well as a number of the Middle School Associations . All of our officials are CIF accredited and meet the National Federation of High Schools standards to officiate High School soccer games. We have provided and participated in all NCS Playoffs, since 1987 as well as the CIF Sectional Finals for a number of years. We also provided officials to the State Regional playoffs in 2019, the first year of the Program.

3) Annual Cost to the Distict-Fee/Service Rate Schedule

EXHIBIT A

OFFICIATING SERVICES FEE SCHEDULE

(PER GAME FEE BASED ON SCHEDULED GAME TIME)

Varisty 40 minute halves 2025/26 \$240.00 2026/27 \$250.00

JV or Middle School 35 min halves) 25/26 \$220.00 25/26 \$230.00

There is a an administration fee of \$150.00 per team we assign

Oakland Unified School District Application

				•			
Company Name:	TRI VALLEY	Social	e Referen	Demoral			
Address:	PO BOX 988						
Primary Contact Person: Title:	STELE LARRY MES		Contact Person:	PATTI LAUSEN SECRETARY			
Email:	SUSCLARSONLO OBMORT.	Email:		- SAME -			
Telephone #:	707 696 6599	Telephone	#:	-SAME-			
Website (if applicable):		115 TIME	 E	USIME .			
Are you Currently a member Association?	r of a CIF accredited Officials	3 '	区	Yes			
Do you have at least three	(3) years of experience provic	lina		No			
officiating services for middle	e and high school sports?	iir ig	Ø	Yes			
			П	No			
			•				
Tax Classification: 30/3	3(4)			Individual			
			Ø	Corporation			
• · · · · · · · · · · · · · · · · · · ·				Partnership			
			M	Non-Profit			
Has your company ever bee	n in litigation or arbitration inv e or charter K-12 schools dur	olving	X	No			
orior five (5) years?		ush ruc	[]	Voc			

If yes, provide the name of the school/district and briefly detail the dispute.		
	The state of the s	
Has your company ever had a contract terminated for convenience or default in the prior five years?	X I	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	×	No
regarding professional misconduct, bad faith, discrimination, or sexual harassment?		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	凶	No
conducted by any local, state, or federal agency?		Yes
If yes, provide details:		
-		

Form **W-9**(Rev. October 2018)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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	Tri Valley Soccer Referee Association				•					
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4. The F	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	is corre	ect.						
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## <u>Exhibit A</u>: 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 these agreements 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: <u>SERVICES AGREEMENT</u>

If having a hard time opening templates, please email procurement@ousd.org for a copy.

Signature

Print Name

## **Exhibit B: Awarded Contract Requirements**

Please review the requirements below. Documents are <u>not</u> 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 ANY contact with students

- Resume for individuals or a Stmt of Qualifications for Companies;
- 2. Proof of the following types of insurances via an ACORD sheet:
  - Commercial General Liability
  - Professional Liability or Corporal Punishment Ins.
  - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM)

Policy Limits (minimum): \$1,000,000 per occurrence and \$2,000,000 aggregate

Certificate Holder must read:

Oakland Unified School District:

ATTN-Risk Management;

1011 Union St, Site 987; Oakland, CA 94607;

- 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured
- 4. For Agency Vendors
  - a) Proof of Workers Comp. Insurance via ACORD
  - b) Agency Letter: (On company letterhead stating)

    "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements."

    "ATI Numbers (from fingerprinting) will appear an all properties and the statement of the statement

"ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD."

"Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand."

## For Individuals (Non-Agency Vendors)

- a) TB Test Results
- b) Fingerprinting (how to instructions at a later time)

No signature for acknowledgement needed <u>however</u>, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

## **Exhibit C: References**

Reference 1:	
Customer Name:	North Coast Section
Contact Name:	Mike Aaronian
Title:	Officials Liason NCS
Address:	
Phone Number:	9 <u>25 263-2110 Ext 210</u>
Email:	maaronian@cifncs.org
Services Provided	Soccer Officials For North Coast Section
Duration of Servic	es: 20 years
Reference 2:	
Customer Name:	Oakland Unified School District
Contact Name:	Franky Navarro
Title:	Oakland League Commissioner for Soccer
Address:	1011 Union St Oakland CA 94601
Phone Number:	
Email:	francisco.navarro@ousd.org
Seniicae Drovidad:	Conner Officials for all OLIGO F.

Duration Services: 10years

## Reference 3:

Customer Name:	Marin County Athletic Association	<del>*************************************</del>		
Contact Name:	Susie Woodall			
Title:	League Commissioner			· .
Address:	333 Doherty Drive, Ste. #1 Larkspur, CA 94939			· .
Phone Number:	(415)924-4424			
Email:	mcal@marinschools.org	· ·		
Services Provided:	Soccer Officials for High School Soccer		<del></del>	· · · · · · · · · · · · · · · · · · ·
Duration of Services	S: 15 years			

Note: All three (3) references must be for a public entity, (<u>preferably, a school district</u>). <u>Please provide current contact phone numbers and email addresses.</u> If the contact person is no longer with the company/agency, please indicate. This page must be returned with the RFP response.

## **Exhibit D**: Proposal Price Form

### **COST PROPOSAL**

Sport	Number of Officials Per Game	Price Per Official
High School Baseball	2	
High School Softball	2	
High School Girls Varsity Volleyball	2	nama efformation
High School Girls JV Volleyball	2	
High School Soccer	3	\$80°C
Middle School Soccer	2	\$80°
Middle School Basketball	2	Taranteer de la constante de l
Middle School Flag Football	2	- Little da
Middle School Girls Volleyball	1	

Total Annual Amount of Proposal:	\$ 95,000 PER YEAR
Additional Fees or Special Request Costs:	\$ 5,000 PER YEAR

Print Name: State LARSEN

Signature: State LARSEN

Signature: PRESIDENT

Company Name: Tel VAIEY REFEREE ASSOCIATION

Date: June 1, 1036

## **Exhibit E RFP Questions**

## A. Company

- 1. TVSRA is a 501 c 3 Non-Profit and has been in business for 35 years providing Soccer officials to the Public and Private schools in the Bay Area. We have been associated with the OAL for over 10 years. We are governed by our By Laws and a Board of Directors.
- 2. Steve Larsen President 20 years, Patti Larsen Secretary 20 years, Stewart Permar Director 5 years
- 3. We are affiliated with California Interscholastic Federation
- 4. We do not tolerate any use of Alcohol, drugs, or Firearms under any circumstances and will terminate our contract with any individual referee who violates this policy.
- 5. We use the United States Soccer Federation as our source of background checks. We are also Safe Sport certified and comply with all the requirements of US Olympic Committee requirements for sports officials.
- 6. TVSRA has never been involved in any Law Suites etc.
- 7. We are not required to have any Licenses or permits

## **B.** Employees

1. We do not have any employees. All officials are Independent Contractors.

### 1-4 TVSRA EVALUATION PROGRAM

We have licensed USSF assessors who will review members who request more advanced assignments or just to improve. We consciously assign our lesser experienced referees to work with senior referees to get feedback and to learn by example. The Assignor, the President, or someone assigned by the President, will make random unannounced game review for quality control purposes. We have instituted an online coach's feedback form that goes directly to the President for review (copy attached). Upon receipt the President will contact the referee and discuss the feedback for training purposes or acknowledgment for a job well done.

### TVSRA RECRUITMENT POLICY

We seek and are open to all qualified people who can referee at this level. We announce our association activities at other events where soccer referees train or do games and encourage qualified referees to do high school games. We maintain a website at www.tvsra,org that is hosted on all major

networks. All referees agree to participate in and comply with, the risk management program of TVSRA.

### 6. TVSRA TRAINING

We sponsor a minimum of two 5-hour training sessions each year and require all those wanting to referee varsity matches to do at least one additiona;5-hour session with USSF and to spend at least three (3) hours studying the NFHS Rule book and to pass the full NFHS test with a grade of 85 or higher. We provide a new rule book to each official each year. Our Online training sessions include: (45 Minutes) rule review, I hour game control, mechanics, teamwork and two 1-hour sessions on foul recognition both in class and on the field*.

(*Most, if not all, of our senior referees do many more hours with USSF or WCISOA (college) to keep their rank in those organizations.) All told we conduct 21 hours of annual training for all our officials

7.

### TRI VALLEY SOCCER REFEREE ASSOCIATION

# 2025 Field Training Session

Saturday August 22, 2024

Referee: Jim Caruso, AR'S Eric Portillo and Jovan Lozano

Clinic Instructor: Steve Larsen TVSRA

Regional Referee Instructor, Regional Referee Assessor

## Clinic Topics for Post-Game Discussion

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<u>Noverce</u>	
1.	Field Coverage – Positioning
	i. Dynamic Play ii. Set Play
2.	Mobility
	<ul><li>i. Sprinting, Running, Jogging, Walking, Standing</li><li>ii. Forward, Backwards, Sideways</li><li>iii. Small Quarters</li></ul>
3.	Consistency
,	i. Judgment Calls ii. Advantage Application
<u> Referee – Assistant Refe</u>	<u>rees</u>
4.	Communication
	i. Referee – AR's: Normal vs. Under-Pressure

Situations

- ii. Referee Players: Behavior, Controversial Decisions
- iii. Referee AR's Benches: Substitutions, Controversial Decisions

### **Assistant Referees**

_____ 5. Line Coverage

i. Mobility

ii. Positioning

6. Assistance

i. Judgment Calls

ii. Field Support

### C. Services

- 1. We do not subcontract for any services outside of our organization.
- 2. We use the most update data provided by North Coast Section and the California Interscholastic Federation for pay rates of our officials.
- 3. We are a 35-year-old Organization, the oldest in the Bay Area, for providing quality officials to schools for the sport of soccer. We are the leading organization for NCS in providing well trained, well vetted and well-versed soccer officials. We service over 50 schools in the Bay Area.
- 4. While we make every attempt to not have a referee show up for a scheduled event. In the rare event (less than one tenth of one percent) this happens the official is not paid or the school charged for services not rendered.
- 5. We expect all officials to be present 30 minutes before game time. On the rare occasion that circumstances beyond their control happen, we try to notify the school immediately. The officials are required to notify their fellow officials and assignor via text or email.

### **Exhibit F: 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 compliance by all its subcontractors. Bidders 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.
- Errors and Omissions If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, 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 furnished an solicitation 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 solicitation 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 solicitation and addenda thereto, and all related materials and data referenced in the solicitation 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. <u>Bidder Agreement</u> In compliance with this solicitation, 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. <u>Bid Signee</u> 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. <u>Bidders' Understanding</u> 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. <u>Intent of Specifications</u> 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.
- 8. <u>Defense. Indemnity & Hold Harmless</u> 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. <u>Disposition of Proposals</u> All materials submitted in response to this solicitation 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. <u>Terms of the Offer</u> 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. <u>Awards</u> 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. <u>District's Alternative Providers</u> 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 solicitation.
- 13. <u>Bidder Agreement to Terms and Conditions</u> 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. <u>Notices</u> 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. <u>Changes to the Agreement</u> 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 may be used interchangeably in this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.
- 18. <u>Time</u> Time is of the essence.
- 19. <u>Severability</u> 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. <u>Assignment</u> The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- 21. <u>No Rights in Third Parties</u> The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
- 22. <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</u> Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name:

Signature:

Date.

# Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither <u>TRI (Mey RETORES</u> [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

Print Name

Signature:

Date: Vene

# **Exhibit H: 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:	THE LAR	SEN	
Signature:	the hush		
Title:	YRESIDE	W	
Company Name:	TRI VALLE	y Reference Uf	ECHNEN
Date: Yul,	2025		
WEHA	AUE NO	EMPLOY	EES
			<i>AL</i>

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

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

# **Exhibit I: 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).)

_ [insert name of business entity], have read the

foregoing and agree that TEI DAILEY REFURE HESCE [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: 5756 LARSEN
Signature: Steethesh
Title: P231 D504
Company Name: TDI CIAIL, DI-From Accordado

I, as Stall Larsan Wes [insert "owner" or officer title] of

### **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:

- 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: TRI VALLEY SOCIAL REFERENCE ASSOCIATION
Date of Entity's Contract with District: Jan 1: Z024
Scope of Entity's Contract with District: PROUDE Social Officials for THE O
I, Sieus Laesav [insert name], am the PRESIDENT [insert "owner" or
officer title] for TVS PIN [insert name of business entity] ("Entity"),
which entered a contract on, 2024 with the District for
SOCCER SPORTS OFFICIALS
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:  Signature:
Signature: Jun huxu
Title: Pasi New T
Company Name: TRI VAILEY SCIEN LEGEREE ASSOCIATION
Date: JUNE 1, 2015
$\cdot$

### Exhibit J: Non-Collusion Declaration

, 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:

Date:

Company

# Exhibit K: 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.

Print Name: Ster LADEN

Signature: Attachiosn

Title: YESDENT

Company Name: TRIVALLEY ROTERE HESIXIATION

Date: 1, 2005

# Exhibit L: Sample Schedules

# Sample Schedules linked [HERE]

https://www.ousd.org/procurement/bid-opportunities/current-bid-opportunities. Sample Schedules can be found on the procurement webpage at

The List will be posted on the Procurement web page under RFP #25-1600AL Youth Sports Officials, titled, Exhibit K: Sample Schedules.

### **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 <a href="https://www.ousd.org/procurement">https://www.ousd.org/procurement</a>. 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 Districts 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.