


Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1857
Introduction Date	9-14-2022
Enactment Number	22-1626
Enactment Date	9-14-2022 CJH



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

# Memo

**To** Board of Education

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

**Board Meeting Date** September 14, 2022

**Subject** General Services Agreement – West Michigan Warehouse Outfitters, Inc., dba Building Maps – Evacuation Signage at Various School Sites Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement by and between the **District and West Michigan Warehouse Outfitters, Inc., dba Building Maps**, Rockford, MI, for the latter to provide consulting design and prepare camera-ready graphics for the production of evacuation signage with a specific focus for schools identified as being non-compliant with the City of Oakland fire regulations within the district’s system, for the **Evacuation Signage at Various School Sites Project**, in the not-to-exceed amount of **\$258,143.00**, which includes a lump sum amount of **\$172,675.00 for Basic Services, a not-to-exceed amount of \$23,468.00** for additional services, and a not-to-exceed amount of **\$62,000.00** for reimbursable expenses, with work scheduled to commence on **September 15, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

**Discussion** The scope of work of the contract consists of consulting service for production of evacuation signage for the Evacuation Signage at Various School Sites Project (Public Contract Code §20111(d) and Government Code §53060).

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the District and West Michigan Warehouse Outfitters, Inc., dba Building Maps, Rockford, MI, for the latter to provide consulting design and prepare camera-ready graphics for the production of evacuation signage with a specific focus for schools identified as being non-compliant with the City of Oakland fire regulations within the district’s system, for the Evacuation Signage at Various School Sites Project, in the not-to-exceed amount of \$258,143.00, which includes a lump sum amount of \$172,675.00 for Basic Services, a not-to-exceed amount of \$23,468.00 for additional services, and a not-to-exceed amount of \$62,000.00 for reimbursable expenses, with work scheduled to commence on September 15, 2022, and scheduled to last until October 31, 2023, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits and Other Contract Documents

- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 22-1857**

**Department: Facilities Planning and Management**

**Vendor Name: West Michigan Warehouse Outfitters, Inc. dba Building Maps**

**Project Name Evacuation Signage at Various School Sites Project No.: 00918**

**Contract Term: Intended Start: 9-15-2022 Intended End: October 31, 2023**

**Total Cost Over Contract Term: \$258,143.00**

**Approved by: Tadashi Nakadegawa**

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

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

West Michigan Warehouse Outfitter, Inc., dba Building Maps was selected through an RFP process based on scores.

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

Consultant will provide consulting services which includes design and preparing camera-ready graphics for the production of evacuation signage with a specific focus on schools identified as being non-compliant with the City of Oakland fire regulations for the Evacuation Signage at Various School Sites Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant was ranked highest among firms submitting proposals in response to a Request for Qualifications and Proposals. The District found their prices were fair and reasonable compared to the prices submitted by the other responding firms.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Consultant is providing consulting services to design and prepare camera-ready graphics for the production of evaluation signage for various school sites for the District.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective September 15, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and West Michigan Warehouse Outfitters, Inc. dba Building Maps (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Evacuation Signage at Various School Sites Project (“Project”):

The Basic Services include all work described in the April 8, 2022, request for Proposal and the May 5, 2022 proposal from Contractor, which are attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** The term for performance of the Services shall begin on September 15, 2022, and shall end on October 31, 2023 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the

course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed Two Hundred Fifty-Eight Thousand One Hundred Forty-Three Dollars (\$258,143.00), which consists of a lump sum amount of One Hundred Seventy-Two Thousand Six Hundred Seventy-Five Dollars (\$172,675.00) for performance of the Basic Services, and a not-to-exceed contingency of Twenty-Three Thousand Four Hundred Sixty-Eight Dollars (\$23,468.00) for performance of any Additional Services approved by the District. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

**5.1. Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed Sixty-Two Thousand Dollars (\$62,000.00), which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions.

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

**7. Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than One Million (\$1,000,000.00) each occurrence and Two Million (\$2,000,000.00) in the aggregate; (ii) commercial automobile liability insurance with limits not less than One Million (\$1,000,000.00) each occurrence and Two Million (\$2,000,000.00) in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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



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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

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

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

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
- Fingerprinting Notice and Acknowledgement.
  - ~~Iran Contracting Act Certification.~~
  - Workers' Compensation Certification.
  - Drug-Free Workplace Certification.
  - ~~Buy American Certification.~~
  - ~~Local Business Participation Form.~~

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

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

\*\*\*\*\*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Gary Yee*

9-15-2022

Gary Yee, President  
Board of Education

Date

*Sondra Aguilera*

9-15-2022

Sondra Aguilera, Acting Superintendent and  
Acting Secretary, Board of Education

Date

*Kang for T.N.*

*8/19/2022*

Tadashi Nakadegawa, Deputy Chief,  
Facilities Planning and Management

Date

**CONTRACTOR:**

**WEST MICHIGAN WAREHOUSE  
OUTFITTERS, INC. DBA BUILDING MAPS**

By: *Tony Jones*

Name: Tony Jones

Title: President

Date: 7/21/22

Address for District Notices:

955 High Street  
Oakland, CA 94601

Address for Contractor Notices:

6541 13 Mile Rd NE  
Rockford, MI 49341

**Approved As To Form:**

*[Signature]*  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

8/18/22

Date

**Exhibit A**

**Scope of Basic Services**

**Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street Oakland CA 94601**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)**

**Consulting Services  
for Evacuation Signage at Various School Sites**

**April 8, 2022** (Issued)

**Responses must be received May 5, 2022, no later than 2:00 p.m.**

The Governing Board (the "Board") of the Oakland Unified School District (the "District") is seeking statements of qualifications and fee proposals from companies to design evacuation signage for all schools listed in this RFQ/P with a specific focus on schools identified as being non-compliant with the City of Oakland fire regulations ("Project").

Interested companies are invited to submit a complete Statement of Qualifications ("SOQ") along with a detailed Fee Proposal (collectively "RFQ/P Packet") for the Project as described below, with one (1) unbound wet-signed original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

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

Oral, telegraphic, facsimile and telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

**Due to the circumstances caused by the Covid-19 pandemic, the District will accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Time) on May 5, 2022 via email will be accepted (to Juanita Hunter at [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org) and the contact persons below).**

If you have any questions regarding this RFQ/P please email Kenya Chatman, Executive Facilities Director at [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org) and cc: to Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org).

**OAKLAND UNIFIED SCHOOL DISTRICT'S LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM**

District Modification: Based on the availability analysis conducted for this RFQ/P to procure specialized design services, the Oakland Unified School District has waived its mandatory Local Business Utilization Policy 7115 requirement for LBE/SLBE/SLRBE certifications.

## SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which companies responding to this solicitation should make themselves aware.

<b>DATE</b>	<b>ACTIVITY</b>
April 8, 2022	RFQ/P Issued.
April 21, 2022	Written requests for Interpretation, Correction or Modification are due by 4 p.m. (Pacific Time)
April 28, 2022	District will provide written responses to requests for clarification.
<b>May 5, 2022</b>	<b>Proposals Due by 2:00 p.m. (Pacific Time)</b>
TBD	Virtual interviews
June 29, 2022	Board Meeting – tentative approval of Contract
June 30, 2022	Tentative Notice to Proceed issued to Consultant

**ESTIMATED PROJECT BUDGET:** TBD

**PROJECT DURATION:** TBD

## **REQUEST FOR QUALIFICATIONS & PROPOSALS**

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from consulting companies to design and prepare camera-ready graphics for the production of evacuation signage with a specific focus for schools identified as being non-compliant with the City of Oakland fire regulations and all schools listed in this RFQ/P within the OUSD system ("Project"). Production and installation of signage shall be under a separate contract.

### **A. PROJECT DESCRIPTION**

According to the Oakland Fire Department /Fire Prevention Bureau's Fire Inspection Reports for individual school sites, a number of schools were required to comply with the 2019 California Fire Code Section 404 (for an approved fire safety and evacuation plan for Group E occupancies). All Group E occupancy classrooms shall comply with the 2019 California Fire Code Sections 403.5.1 thru 403.5.4. OUSD wishes to address this requirement for all schools within its system.

### **B. BASIC SERVICES**

The Consultant agrees to provide the Services described below:

1. The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other Services.
2. The Consultant will use all due care and diligence to accompany that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.
3. **District Standards.** The Consultant, as applicable, shall incorporate into its work and the work of all Sub-consultants the District standards for facilities and construction at such time as they are adopted.
4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

### **C. STATEMENT OF WORK:**



In order to meet the evacuation plan requirements of the 2019 California Fire Code Sections 403.5.1 thru 403.5.4, the signage shall be posted in conspicuous place(s) in each classroom where the plan shows the paths of travel to evacuate the room in case of emergency including an alternate route.

The plan shall designate an outdoor assembly area(s) that shall be located a safe distance from the building being evacuated and shall avoid interference with fire department operations. The assembly area(s) shall be arranged to keep each class separate to facilitate accountability of all individuals.

A sample version of a classroom evacuation plan is provided for reference only (Attachment B).

The following is a list of all school sites included in this request for SOQs and fee proposals. Schools with an asterisk (\*) are sites that were cited by the Oakland Fire Department.

<u>Elementary Schools:</u>	<u>Net Bldg Area</u>	<u># Classrooms</u>
Acorn Woodland ES/EnCompass Academy *	96,542 s.f.	33
Allendale Elementary School *	42,447 s.f.	25
Bella Vista Elementary School *	60,985 s.f.	24
Bridges Academy Elementary School *	44,725 s.f.	27
Brookfield Elementary School *	71,696 s.f.	28
Burckhalter Elementary School *	37,564 s.f.	16
Carl B. Munck Elementary School	38,025 s.f.	22
Chabot Elementary School	42,399 s.f.	27
Cleveland Elementary School *	30,564 s.f.	16
Community United/Futures Elementary School	71,124 s.f.	39
Crocker Highlands Elementary School	37,148 s.f.	17
Cox Elementary School/Reach Academy *	103,529 s.f.	53
East Oakland Pride Elementary School *	61,402 s.f.	28
Emerson Elementary School *	38,172 s.f.	22
Esperanza ES/Fred T. Korematsu Discovery Academy *	63,468 s.f.	37
Franklin Elementary School *	58,897 s.f.	39
Fruitvale Elementary School *	52,327 s.f.	25
Garfield Elementary School *	72,794 s.f.	37
Glenview Elementary School *	42,742 s.f.	20
Global Family ES/Learning without Limits (Charter) *	83,607 s.f.	40
Grass Valley Elementary School *	33,977 s.f.	19
Greenleaf Elementary School	65,325 s.f.	31
Hillcrest Elementary School *	23,951 s.f.	14
Hoover Elementary School	37,570 s.f.	22
Horace Mann Elementary School *	33,460 s.f.	18
Howard Elementary School *	42,726 s.f.	22
International Community School /Think College Now	92,273 s.f.	36
Joaquin Miller Elementary School *	39,497 s.f.	16
La Escuelita Elementary School/Metwest High *	123,000 s.f.	24
Laurel Elementary School *	37,337 s.f.	30
Lincoln Elementary School *	55,858 s.f.	30
Madison Park Academy Primary *	34,813 s.f.	18
Manzanita Community School/Manzanita SEED *	72,860 s.f.	39
Markham Elementary School *	56,676 s.f.	29
Martin Luther King Jr. Elementary School *	53,086 s.f.	23
Melrose Leadership Academy *	40,529 s.f.	24
Montclair Elementary School *	64,161 s.f.	27

New Highland Academy/Rise Community *	72,886 s.f.	37
Parker Elementary School *	54,226 s.f.	21
Peralta Elementary School *	20,685 s.f.	15
Piedmont Avenue Elementary School *	42,897 s.f.	20
Prescott Elementary School *	43,912 s.f.	22
Redwood Heights Elementary School *	41,791 s.f.	17
Sankofa United Elementary School *	44,903 s.f.	19
Sequoia Elementary School *	39,639 s.f.	20
Thornhill Elementary School *	32,822 s.f.	18
<b><u>Middle Schools:</u></b>	<b><u>Net Bldg Area</u></b>	<b><u># Classrooms</u></b>
Bret Harte Middle School *	108,682 s.f.	41
Claremont Middle School *	59,963 s.f.	24
Edna Brewer Middle School *	88,706 s.f.	34
Elmhurst United Middle School/Alliance Academy *	98,355 s.f.	40
Frick United Academy of Language *	92,280 s.f.	27
Montera Middle School *	95,459 s.f.	43
Roosevelt Middle School *	134,081 s.f.	32
United for Success Middle School/LIFE Academy *	122,455 s.f.	40
Urban Promise Academy *	49,100 s.f.	16
Westlake Middle School	86,478 s.f.	36
West Oakland Middle School *	101,567 s.f.	39
<b><u>High Schools:</u></b>	<b><u>Net Bldg Area</u></b>	<b><u># Classrooms</u></b>
Castlemont High School *	217,422 s.f.	72
Coliseum College Prep	119,134 s.f.	39
Dewey Academy	23,409 s.f.	14
Fremont High School *	181,988 s.f.	52
Madison Park Academy Secondary *	82,082 s.f.	36
McClymonds High School *	172,006 s.f.	43
MetWest *	(see La Escuelita)	
Oakland High School	206,317 s.f.	79
Oakland International High School *	51,909 s.f.	25
Oakland Technical High School	280,925 s.f.	80
Ralph J. Bunche Academy *	26,137 s.f.	16
Rudsdale Continuation/Rudsdale Newcomer HS/ /Bay Area Tech (Charter)/Sojourner Truth *	98,889 s.f.	32
Skyline High School *	230,206 s.f.	93
Zapata Oakland Street Academy *	16,030 s.f.	8
<b><u>Alternative Education:</u></b>	<b><u>Net Bldg Area</u></b>	<b><u># Classrooms</u></b>
Community Day School *	33,420 s.f.	4
Sojourner Truth Independent Study *	(see Rudsdale)	
<b><u>Charter Schools (OUSD Authorized):</u></b>	<b><u>Net Bldg Area</u></b>	<b><u># Classrooms</u></b>
AIMS College Prep High School (@ Lakeview ES) (see 2012 Facilities Master Plan)	43,090 s.f.	22
Aspire Berkley Maynard Academy (@ Golden Gate ES)	57,190 s.f.	28
Bay Area Technical School (Charter) *	(see Rudsdale)	
Francophone Charter School of Oakland (Charter) (@ Toler Heights) *	11,906 s.f.	7
Learning Without Limits Charter School *	(see Global Family)	
<b><u>Charter Schools (Non-OUSD):</u></b>	<b><u>Net Bldg Area</u></b>	<b><u># Classrooms</u></b>
Community School for Creative Education (Charter) *	17,612 s.f.	12

(see 2012 Facilities Master Plan)  
Lazear Charter \*

30,364 s.f. 22

PreK and Child Development Centers:

	<u>Net Bldg Area</u>	<u># Classrooms</u>
Acorn Woodland CDC	(in Main Building)	
Allendale State PreK	(in Main Building)	
Arroyo Viejo CDC	5,571 s.f.	3
Bella Vista CDC	4,000 s.f.	5
Bridges State PreK *	1,760 s.f.	3
Brookfield State PreK *	(in Main Building)	
Burbank State PreK	33,420 s.f.	18
Centro Infantil CDC *	3,200 s.f.	4
Cox Reach State PreK *	2,880 s.f.	2
CUES State PreK	(in Main Building)	
Emerson CDC	(in Main Building)	
Fruitvale CDC *	(in Main Building)	
Garfield State PreK *	(in Main Building)	
Harriet Tubman CDC	7,440 s.f.	4
Highland Children Center *	10,459 s.f.	5
Hintil Kuu CDC *	5,910 s.f.	5
Howard State PreK	(in Main Building)	
International CDC	8,264 s.f.	3
Jefferson CDC	6,300 s.f.	2
Laurel CDC *	7,235 s.f.	5
Lockwood CDC	6,528 s.f.	4
Manzanita CDC *	6,080 s.f.	5
MLK State PreK	(in Main Building)	
Prescott CDC	(in Main Building)	
Sankofa CDC	(in Main Building)	
Stonehurst CDC *	6,749 s.f.	3
United National CDC *	(in Main Building)	
Yuk Yau CDC *	1,600 s.f.	2

Site Inventory information on the sites can be found in the following link (unless otherwise noted): <https://www.2020ousdmasterplan.org/>

The District can provide 1A diagrams for the majority of the sites. The Consultant shall be required to field verify all sites for accuracy and changes due to recent construction.

The Consultant will be expected to perform the scope of services described in the General Services Agreement accompanying this RFQ/P (Exhibit A), which will be the form of agreement that the Consultant must execute. Any statement of qualifications and proposal submitted in response to this RFQ/P (including the proposed contract price) must be based on the scope of services, obligations, and other terms of this agreement.

**D. LIMITATIONS**

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract\_pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

## **E. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or Consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

## **F. STATEMENT OF QUALIFICATIONS**

### **1. General Information / Instructions - Statement of Qualifications**

**1.1.** The District is inviting Statements of Qualifications for the "Project" which shall require coordination, administration, consulting and advice, and related services.

**1.2.** The District seeks to identify teams with a record of excellence in efficient planning and project delivery.

**1.1.** The Statement of Qualifications must contain all requested information about the company and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall cover Sections 2.1 thru 2.5 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of company. Additional information about the company and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

### **2. Content – Statement of Qualifications**

**2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the company(s), address, telephone, email address(es) and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the company. The Letter of Interest should provide a brief statement of company's experience indicating the unique background and qualities of the company, its personnel, and its sub-Consultants, and what will make the company a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

**2.2. Executive Summary** - The Executive Summary should contain an outline of company's approach, along with a brief summary of company's qualifications.

### **2.3. Company Information**

**Narrative** - Provide a comprehensive narrative of the services offered by company. The narrative should include all of the following:

**2.3.1.** Provide a brief history of company, team companies, and, if a joint venture, of each participating company. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

**2.3.2.** Describe company's approach and how it will work with District administration officials, community partners and district facilities staff.

**2.3.3.** Discuss the company's/team's ability to meet schedules for comparable projects, company's schedule management procedures, and how the company has successfully handled potential agency approval delays.

**2.3.4.** Identify school district and relevant building type projects performed by company in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project.

**2.3.4.1.** Name of project and client,

**2.3.4.2.** Scope of projects, description of services provided,

**2.3.4.3.** Contact person, telephone number and email address,

**2.3.4.4.** Company person in charge of each project,

**2.3.4.5.** Construction dollar value of each project,

**2.4. Litigation** - All litigation arising from the project, if any, in the last five years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

**2.5 Professional Fees** – Provide a detailed fee proposal with cost breakdown.

**2.5.1** Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee. The contingency will be to cover potential additional services and shall be subject to District approval.

**2.5.2.** Provide a detailed schedule of the Consultant's and Sub-Consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee

schedule would apply and shall include period covering the project duration.

The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

**2.6 Additional Data** - Provide additional information about the company as it may relate to the Statement of Qualifications. These may include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding company's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit.

### **3. Insurance** (Mandatory Requirements)

Attach a sample Certificate of Insurance showing coverages are current or a letter from your insurance company indicating your company's ability to provide insurance. The following is a tentative schedule:

- 3.1** A.M. Best financial strength rating (FSR) of A- or better.
- 3.2** Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- 3.3** Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4** Workers' Compensation and Employer's Liability Insurance: The selected Consultant shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Consultant shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 3.5** Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6** All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7** Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

### **G. District's Evaluation / Selection Process – Statement of Qualifications**

- 1.** Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Company's ability to integrate its personnel with the District's staff and Consultants.

2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Company(s). The District may elect to interview one or more Companies. Interviews are tentatively scheduled as indicated above. Any company(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
3. **District Investigations** - The District may check references, and may perform investigations of company that extend beyond the information in the proposals. The District may conduct interviews of companies.

#### **H. Final Determination And Award**

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any company for the services described herein. The District reserves the right to seek proposals from or to contract with any company not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any company, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any company for costs incurred in submitting a proposal.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing company will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing company selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing company or individual.

END OF RFQ/P

EXHIBIT "A"

OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Oakland Unified School District ("District") and \_\_\_\_\_ ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services") for the \_\_\_\_\_ project ("Project"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Basic Services include all work described in the \_\_\_\_\_, 20\_\_, proposal, and the \_\_\_\_\_, 20\_\_, Request for Proposals, which are attached to this Agreement as *Exhibit A*. **[Modify the previous sentence as necessary. It is critical to fully describe the detailed services required of the contractor. If nothing will be attached as Exhibit A, then delete the sentence, and delete the cover page below for Exhibit A.]** Contractor may only provide other services related to the Project ("Additional Services") after authorized in writing by District. "Services" shall mean Basic and Additional Services.

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

3. **Term.** **[Select one of the following paragraphs, depending on whether the term shall end on a specific date or last as long as a particular project]**

The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

**OR**

The term for performance of the Services shall begin on \_\_\_\_\_, 20\_\_, and shall end on \_\_\_\_\_, 20\_\_ ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by



Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which consists of a not-to-exceed amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of the Basic Services, and a not-to-exceed amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

***[If the fee for performance of the Services is a lump sum (rather than not-to-exceed), then delete the above paragraph and use the following:]***

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which consists of a lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of the Basic Services, and a not-to-exceed contingency of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1. **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed \$ \_\_\_\_\_, which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions. ***[If no reimbursable expenses will be paid to the contractor, then delete all of Section 5.1 and insert the following at the end of Section 5 above: Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.]***

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

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this

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

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

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

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

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with

the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any

relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

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

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

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

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

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

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

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

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the

execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

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

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

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

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

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

\*\*\*\*\*

**DISTRICT:**

**CONTRACTOR:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for District Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Contractor Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
OUSD Facilities Legal Counsel

\_\_\_\_\_  
Date

SPECIMEN

**Exhibit A**

**Proposal**

SPECIMEN



**Exhibit B**

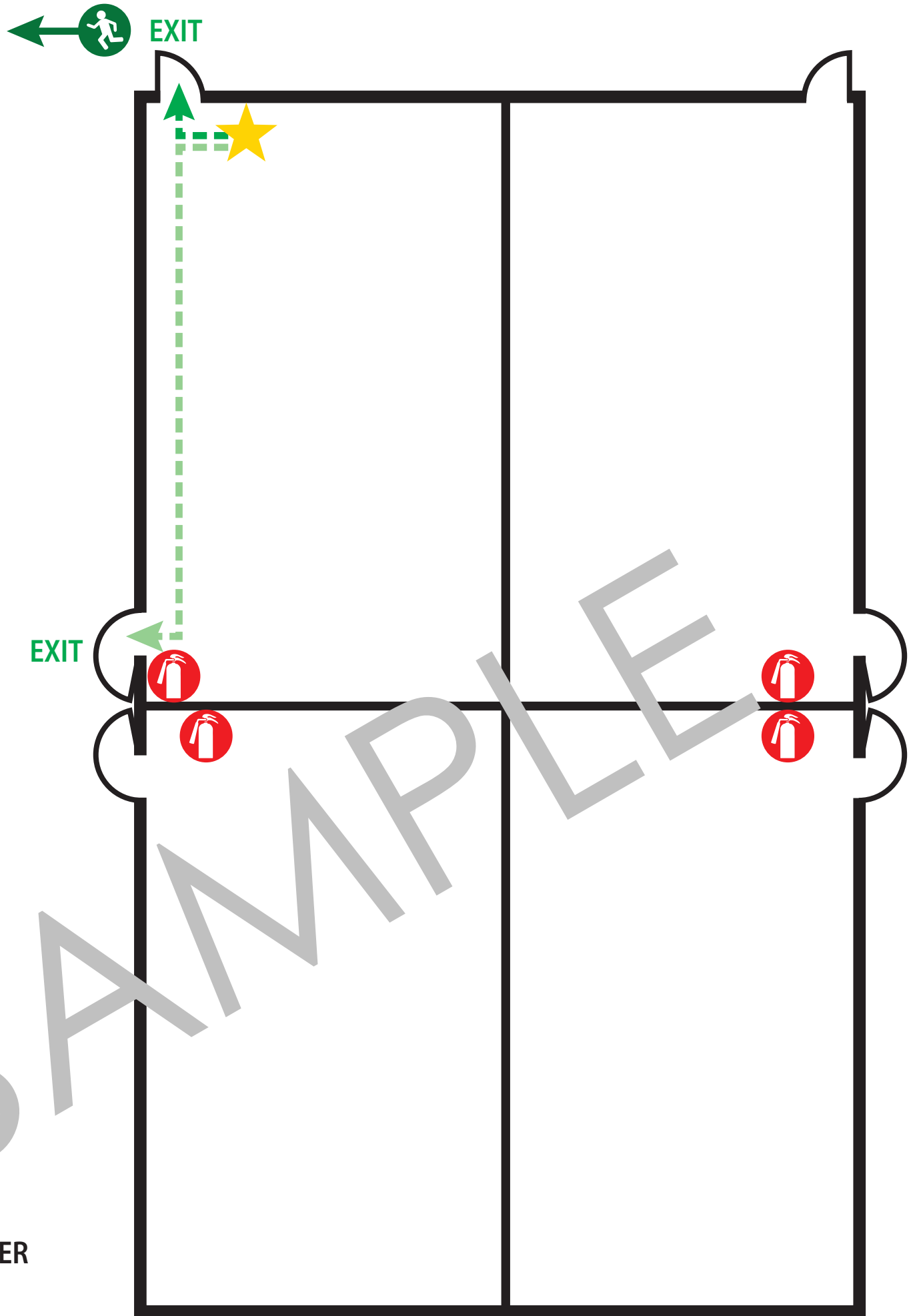
**Hourly Rates**

SPECIMEN

# EMERGENCY EVACUATION PLAN

**EMERGENCY - CALL 911**

**FIRE ALARM CONSISTS OF A HIGH PITCHED TONE AND FLASHING STROBE LIGHT**



FIRE EXTINGUISHER



EXIT ROUTE



SECONDARY EXIT ROUTE



TO SAFE DISPERSAL AREA

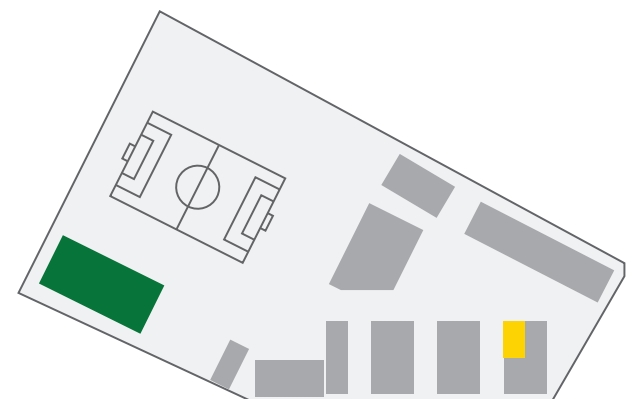


YOU ARE HERE

## ASSEMBLY PLAN

SAFE DISPERSAL AREA

YOU ARE HERE



LAZEAR CHARTER ACADEMY  
**1st FLOOR EVACUATION PLAN**  
824 29th AVENUE  
OAKLAND, CALIFORNIA

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**

(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 shall ensure that your employee(s), or you as a sole proprietor, who interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee have a valid criminal records summary and comply with Education Code section 45125.1(a). You shall do the same for any other employees as directed by the District pursuant to Education Code section 45125.1(c). When you perform a criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District. ***[NOTE TO DISTRICT: If the District has determined that the provider of services under this contract will not have such interaction with pupils, then please consult with legal counsel about whether to require this form.]***
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).)
3. You shall certify in writing to the District 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. (Education Code §45125.1(f).)
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. District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are a sole proprietorship, 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)(2).)

I have read the foregoing and agree to comply with the requirements of Education Code §45125.1 as applicable.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A

### Violent and Serious Felonies

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

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

Section 220.

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

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

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

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

Labor Code Section 3700, in relevant part, provides:

"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. Said certificate 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 employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

**DRUG-FREE WORKPLACE CERTIFICATION**

DOCUMENT 00 42 00

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**BUY AMERICAN CERTIFICATION**

PROJECT NO. \_\_\_\_\_ ("Project") between Oakland Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

**CERTIFICATION**

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, \_\_\_\_\_, certify that I am the Contractor's \_\_\_\_\_ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



Tony Jones  
President  
tony@building-maps.com  
www.building-maps.com

Building and Grounds  
Mapping and Illustration

PO Box 480  
Rockford, MI 49341  
toll free (877) 866-9696  
direct (616) 866-9696

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Fire Evacuation Mapping • Wayfinding • Code and Accreditation Compliance

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Oakland Unified School District  
Department of Facilities Planning and Management  
955 High St.  
Oakland, CA 94601

Date: 5/5/2022

RFQ/P: Consulting Services for Evacuation Signage at Various School Sites

## **2.1 Letter of Interest**

Thank you for the opportunity to provide a solution for your district's safety mapping needs.

Our contact information:

Website: [www.building-maps.com](http://www.building-maps.com)

Company Name: West Michigan Warehouse Outfitters, Inc. / DBA Building Maps

Company Mailing Address: PO Box 480, Rockford MI 49341

Company Physical Address: 6541 13 Mile Rd NE, Rockford, MI 49341

Telephone: 616-866-9696

Telephone / Toll Free: 877-866-9696

Fax: None

Key Contact: Tony Jones, CFPS / President

Tony Jones Email: [tony@building-maps.com](mailto:tony@building-maps.com)

Our team at Building Maps is a combination of (5) five safety experts and professional illustrators who understand the science and design needed to create safe Fire Evacuation Maps. We study fire code and understand the life safety 'best practices' associated with fire evacuation mapping.

Tony Jones received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Tony Jones has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Tony Jones has no objections to the use of the Agreement.

I (Tony Jones) certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

## **2.2 Executive Summary**

### Approach

Building Maps will use existing building drawing to create a Master Map of each floor of each building. We will then walk each school building to gather the legend information and determine the egress routes and assembly area.

We will use a team of 2-4 employees to walk the buildings each week until complete. During the same time, our illustrators will be working on completing the wall maps. This work will be done concurrently to speed up the process of map completion.

### Qualifications

Building Maps has been creating fire evacuation maps for over a decade.

Building Maps has 5 employees. All employees have fire/life safety training with the National Fire Protection Association, ICC and OSHA.

Building maps creates thousands of fire evacuation maps each month for school districts across the U.S.

We work closely with schools to create maps that are placed on the walls for public viewing, but also are an important part of a schools Emergency Operations Plan.

Tony Jones is a Certified Fire Protection Specialist with the NFPA.

Our staff has the experience, technology and knowledge to work on large projects.

## **2.3 Company Information**

### 2.3.1 Company History

In 2003 Tony Jones opened West Michigan Warehouse Outfitters, Inc. (WMWO). Initially WMWO provided CAD services to warehousing and manufacturing businesses. In addition to space planning for these industries, WMWO also created fire evacuation maps to accomodate the fire code needs of our clients.

In 2010, WMWO changed its business model to focus of safety mapping for all industries, throughout the U.S. At that time WMWO changed it's name to Building Maps to reflect this change. Building Maps began working exclusively creating fire evacuation, security, severe weather, and campus maps. WMWO is our legal entity, but we operate under the DBA of Building Maps.

Since 2010 Building Maps has grown to become the leader in safety mapping and life safety consulting in the U.S.

Building Maps has (5) five employees, including illustrators, project managers and compliance specialists.

### 2.3.2 Approach

Our Director of Project Management would be your Key Contact at Building Maps. We will work with the school's Project Manager to schedule access to buildings based on Addendum #1 / April 26, 2022 / District Modification #1.

Building Maps will use existing building drawing to create a Master Map of each floor of each building. We will then walk each school building to gather the legend information and determine the egress routes and assembly area.

We will use a team of 2-4 employees to walk the buildings each week until complete. During the same time, our illustrators will be working on completing the wall maps. This work will be done concurrently to speed up the process of map completion.

### 2.3.3 Project Management

You will be assigned a Project Manager (PM), the PM will direct our illustrations on all scheduling and illustration.

We have worked with many large school districts. The urgency of your project is noted and we will utilize our full staff to move the project along as quickly as possible. We are staffed well enough to be able to be on-site gathering information, but also creating the maps concurrently.

Additionally, you will be provided with an online 'Project Portal'. The portal is updated daily and will give you access to the progress of each building. This portal is a part of our internal project management system.

### 2.3.4 References

#### Reference #1

Name of Client / Project: Lewisville ISD / Lewisville TX

Scope of Project: Fire Evacuation, Security, Severe Weather Maps / 80+ Buildings

School Key Contact: Nolan Brethowr, Safety Coordinator

p. 214-797-5010 / brethowrn@lisd.net

Building Maps Project Manager: Terry Jones, Director of Project Management

Construction Dollar Value: Confidential

### 2.3.4 References (continued)

#### Reference #2

Name of Client / Project: San Joaquin Valley College / Visalia, CA  
Scope of Project: Fire Evacuation Maps / Multiple Jurisdictions / 40+ Locations  
School Key Contact: Ralph Ortiz, Vice President of Purchasing and Facilities  
c. 559-679-5767 / ralpho@embered.com  
Building Maps Project Manager: Terry Jones, Director of Project Management  
Construction Dollar Value: Confidential

#### Reference #3

Name of Client / Project: San Angelo ISD / San Angelo, TX  
Scope of Project: Fire Evacuation, Security, Assembly, Severe Weather Maps / 25+ Locations  
School Key Contact: Jason Skelton, Director of Safe Environments  
p. 325-947-3838, x170 / jason.skelton@saisd.org  
Building Maps Project Manager: Terry Jones, Director of Project Management  
Construction Dollar Value: Confidential

#### Reference #4

Name of Client / Project: Bibb County School District / Macon, GA  
Scope of Project: Fire Evacuation, Assembly, Severe Weather Maps / 40+ Locations  
School Key Contact: Corey Goble, Director of Safety  
p. 478-390-7500 / corey.goble@bcsdk12.net  
Building Maps Project Manager: Terry Jones, Director of Project Management  
Construction Dollar Value: Confidential

#### Non-School Reference (to show capacity)

Name of Client / Project: Dave and Busters / Dalas, TX  
Scope of Project: Fire Evacuation, Assembly, Severe Weather Maps / 110+ Locations  
Key Contact: Lisa Dillard, Director of Safety  
p. 214-904-2271 / lisa\_dillard@daveandbusters.com  
Building Maps Project Manager: Kathy DeHaan, Director of Project Management  
Construction Dollar Value: Confidential

### **2.4 Litigation**

There has been no litigation against our company in the past five years, or prior.

### **2.5 Professional Fees**

Our office will quote this project based on a Lump Sum for Basic services approach (As shown in the Oakland Unified School District General Services Agreement, #5 Payment of Fees for Services.).

**Exhibit B**

**Hourly Rates**



**2.5 Professional Fees (continued)**

Building Maps proposes the lump sum fee for completing the Basic Services, would be \$172,675.

Building Maps proposes the not-to-exceed fee for Additional Services would be \$23,468.

This fee proposal includes the following costs:

<b>Fee Summary</b>	<b>Fee</b>
Lump sum fees to complete Basic Services	\$ 172,675
Ancillary Reimbursable Not-to-exceed Allowance	62,000
Total Proposed Fees (based on man-hours and reimbursable)	\$ 234,675
Not-to-exceed amount for Additional Services	23,468
Not-to-exceed fee	\$ 258,143

As requested in Addendum No. 1 of the RFP, below is the fee proposal by district:

<b>District</b>	<b>Proposed Fee (based on man-hours and reimbursables)</b>	<b>10% Contingency for Additional Services</b>	<b>Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)</b>
District 1	\$ 26,865	\$ 2,686	\$ 29,551
District 2	33,181	3,318	36,500
District 3	24,947	2,495	27,442
District 4	26,524	2,652	29,176
District 5	32,928	3,293	36,220
District 6	38,390	3,839	42,229
District 7	40,853	4,085	44,938
Charter Schools	10,987	1,099	12,086
<b>Total</b>	<b>\$ 234,675</b>	<b>\$ 23,468</b>	<b>\$ 258,143</b>

The hourly rates for Additional Services are as follows:

<b>Level</b>	<b>Hourly Rate</b>
Executive Leader	\$ 250
Project Manager	\$ 150
Illustrator	\$ 100





**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

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

Contractor Information							
Contractor Name	West Michigan Warehouse Outfitters, Inc. dba Building Maps	Agency's Contact	Tony Jones				
OUSD Vendor ID #		Title	President				
Street Address	6541 13 Mile Rd NE	City	Rockford	State	MI	Zip	49341
Telephone	616-866-9696	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22125						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	9-15-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$258,143.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9655 9890	Fund 21 Measure Y	210-9655-0-9890-8500-6274-918-9180-9906-9999-22125	6274	\$258,143.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature	<i>KChaf</i>		Date Approved	<i>8/19/2022</i>
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form		Date Approved	8/18/22
3.	Deputy Chief, Facilities Planning and Management				
	Signature	<i>KChaf for T.N.</i>		Date Approved	<i>8/19/2022</i>
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature	<i>G.Y.</i>	Gary Yee	Date Approved	9-15-2022