

Board Office Use: Legislative File Info.	
File ID Number	16- 0322
Introduction Date	4/13/16
Enactment Number	16-0487
Enactment Date	4/13/16 00



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer *VH*
 Roland Broach, Executive Director of Buildings, Custodial & Grounds
 Facilities Planning and Management *[Signature]*

Board Meeting Date February 24, 2016

Subject Independent Consultant Agreement for Professional Services - Simplex Grinnell
 - District-wide Fire Alarm Maintenance Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Repair Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$800,000.00. The term of this Agreement shall commence on January 1, 2016 and shall conclude no later than December 31, 2016.

Background The scope of the project is to provide fire alarm and sprinkler systems repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm systems.

Discussion In order to assist the District's fire alarm department in the maintaining of the District's fire alarm & sprinkler systems throughout the District's schools. Including annual tests for the fire alarm and five-year tests for the sprinkler systems a new contract for 2016 is required.

LBP (Local Business Participation Percentage) 0.00% (Sole Source)

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Repair Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$800,000.00. The term of this Agreement shall commence on January 1, 2016 and shall conclude no later than December 31, 2016.

Fiscal Impact County School Facilities Fund



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-0322

Department: Facilities

Vendor Name: SimplexGrinnell

Project Name: Varies Fire & Intrusion Alarm Work Project No.: 03050

Contract Term: Start Date: 1/2/16 End Date: 12/30/16

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 800,000.00

Approved by: Lance Jackson

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No

Why was this Vendor selected?

SimplexGrinnell is a sole source for the majority of the school's fire alarm systems are Simplex fire alarm systems.

Summarize the services this Vendor will be providing.

They supplement the District's fire alarm department in maintaining the systems, perform testing of the systems with new fire alarm mods and new construction and repair existing fire sprinkler systems.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

A number of years ago the District negotiated a contract using unit costs for labor and materials and all the work performed is time and material.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

District-wide Various Repair Fire Alarm Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **12th day of November, 2015** by and between the Oakland Unified School District, Oakland, California ("District") and **Simplex Grinnell** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide fire alarm and sprinkler system repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm system.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence January 1, 2016 and conclude no later than December 31, 2016.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight hundred thousand dollars and no cents (\$800,000.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in

accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons,

including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a fifty percent (50%) minimum participation requirement for all construction related professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent (50%) participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us Under the Facilities Department drop down menu, Bids and Requests for Proposals.
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as

follows:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Andrew Milne
Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94550

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

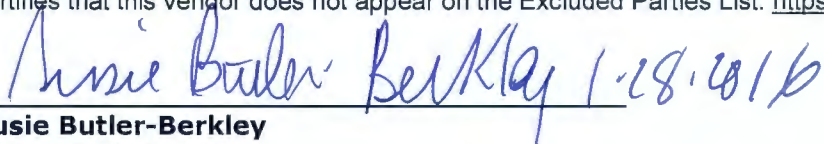
- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been

properly authority and empowered to enter into this Agreement.

37.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date: 4/14/16

Antwan Wilson, Superintendent and Secretary, Board of Education

Date: 4/14/16

Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Date: 2/2/16

Simplex Grinnell

Willard McCune
Total Service Manager
San Francisco 417

Date: 1-26-16

APPROVED AS TO FORM:

Catherine Boskoff, Facilities Counsel

Date: 3-17-16

File ID Number: 16-0322
Introduction Date: 4/13/16
Enactment Number: 16-0487
Enactment Date: 4/13/16
By: 02

Information regarding Consultant:

Consultant: _____

58-2608861 _____:

License No.: 986047 _____

Employer Identification and/or Social Security Number

Address: **SimplexGrinnell** _____

6952 Preston Ave., Suite A
Livermore, CA 94551

Telephone: _____

Facsimile: 925-273-0100/273-0200

E-Mail: Amilne@simplexgrinnell.com

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: Delaware
- Limited Liability Company
- Other: _____

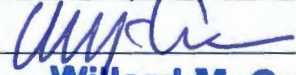
WORKERS' COMPENSATION CERTIFICATION

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 by 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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____ 1-26-16 _____
Proper Name of Consultant: _____ SIMPLEX GRONNER, LP _____
Signature: _____  _____
Print Name: _____ Willard McCune _____
Title: _____ Total Service Manager _____
San Francisco 417 _____

(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 this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: _____ 1-26-10

Proper Name of Consultant: _____ SIMPLEX GRINNELL, LP

Signature: _____ *Willard McCune*

Print Name: _____ **Willard McCune**

Title: _____ **Total Service Manager
San Francisco 417**

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

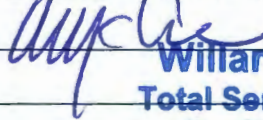
Date:

1-26-16

Proper Name of Consultant:

SOMALEX GRONNELL, LP

Signature:



Willard McCune
Total Service Manager
San Francisco 417

Print Name:

Title:

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM THE CONSULTANT)

October 26, 2015

John Esposito/Tammara Cappellano
Oakland Unified School District
Buildings & Grounds Department
955 High Street
Oakland, CA 94601-4404

SUBJECT: **\$800,000.00 District Wide Fire Alarm Maintenance Project - 2016**
Rev. 1

Dear John/Tammara,

SimplexGrinnell is pleased to offer the following discounted rates for the District Wide Service Agreement for calendar year 2016 effective January 1st, 2016 until December 31st, 2016. Please review the following rates and discounts that apply to this Master Service Agreement:

o **Material**

- o 36% Discount off list price for replacement Simplex branded material.
- o 25% Discount off list price for replacement Avigilon branded material.
- o 25% Discount off list price for replacement Bosch branded material.
- o 25% Discount off list price for replacement Cooper Wheelock branded material.
- o 25% Discount off list price for replacement Gentex branded material.
- o 25% Discount off list price for replacement Lathem Time Corporation branded material.
- o 25% Discount off list price for replacement Pelco branded material.
- o 25% Discount off list price for replacement Potter Electric Signal branded material.
- o 25% Discount off list price for replacement Primex Wireless branded material.
- o 25% Discount off list price for replacement RSG AAmes Security branded material.
- o 25% Discount off list price for replacement System Sensor branded material.
- o 25% Discount off list price for replacement Thermotech branded material.
- o Per Price Book List Price Tyco Fire Protection Fire Sprinkler Products
- o Material discounts listed above apply to: parts needed for service calls, parts needed for time & material work and general OUSD warehouse general service spare parts stock.
 - List Price documentation shall be submitted on or before December 31st of each year. The list price commitment will be good through December 31st of the following year.
- o Bulk or specialty outside vendor materials not listed above mark up: a flat 15% over SimplexGrinnell's cost.

o **Labor**

- o The following are the Labor Rate categories that work performed will be billed under for the purposes of this contract which coincide with the Prevailing Wage Rate Categories designated by the County of Alameda. The rates are listed below in the Labor Rate Table.
 - A&D Technician Labor Rate – Comm System Installer Designation
 - Defined as all work on software based systems not involving installation of conduit. Includes technical work on clock/PA/phone and security/CCTV systems.

- A&D Technician Labor Rate – Inside Wireman Designation
 - Defined as all work involving the installation of conduit/back-boxes.
- Fire Sprinkler Fitter Labor Rate
 - Service and repair work involving fire sprinkler systems and 5-Year fire sprinkler system certification inspections
- Fire Alarm/Fire Sprinkler Design Labor Rate
 - CAD and engineering labor for fire alarm or fire sprinkler system design work.
- Fire Alarm/Fire Sprinkler Inspector
 - Used for annual inspections of fire alarm systems and sprinkler systems.

Labor Rate Per Man Hour Table – (Rates by Year)

Labor Category	Year 2013	Year 2014	Year 2015	Year 2016
Comm Sys Installer	\$120.00	\$120.00	\$120.00	\$125.00
Inside Wireman	\$140.00	\$140.00	\$140.00	\$140.00
Sprinkler Fitter	\$140.00	\$140.00	\$145.00	\$145.00
Designer	\$95.00	\$95.00	\$95.00	\$95.00
Inspections	\$95.00	\$95.00	\$95.00	\$105.00

- Equipment Rental
 - SimplexGrinnell's equipment rental cost + a flat rate of 15% (reduced from 20%).
- Minimum Service Call Charge
 - The minimum service charge on any call shall be a 2 hour minimum (reduced from 3.5 hour minimum). This includes weekend and overtime periods.
- Normal Working Hours
 - Under the provisions of this new contract, the normal working hours for SimplexGrinnell shall be Monday-Friday 7:00am to 3:30pm. Overtime, double time and Holiday pay shall be billed per Alameda County's prevailing wage requirements. Overtime work shall be billed at 1.5 times the base rate listed above.
 - When work is to be completed on consecutive days after hours (minimum 5 days), work will be performed on a shift differential. The differential will increase the pay rate, and subsequent bill rate by 15% for each labor category.
- All work shall be completed and billed under a time and material basis. After site survey by the SimplexGrinnell Sales Representative, quotations shall be submitted in a Not-to-Exceed format.
- Written dailies shall be used for back-up and billing. The SimplexGrinnell technicians shall be required to sign-in and date their time on the sign-in sheets at each school and sign out at the end of the day. The dailies should never be signed by a site administrator. All signatures for approval/review of SimplexGrinnell labor hours will come from B&G representatives. All dailies will require the SimplexGrinnell technician's signature(s) in addition.
- All software changes made by SimplexGrinnell technicians shall be provided to OUSD via email for the work performed under this contract immediately upon completion of each project, in addition to an updated program disk being left in the panel on-site.

- As part of this agreement, the SimplexGrinnell lead technician for the district wide service contract work shall receive a grand-master set of keys for the District including up to date monitoring account information as needed for any District owned property in need of service.
- **Design**
 - Simplex Grinnell shall support architectural firms/electrical engineers and fire protection consultants as needed during the design process before DSA submittal.
 - SimplexGrinnell shall not charge the district for this assistance in pre-design. SimplexGrinnell will help with suggestions for device placement, voltage drop calculations, device interactivity, DSA code compliance, etc.
 - Support District's peer review process.
 - SimplexGrinnell will review drawings that are in the pre-DSA submittal design phase while AON Engineering completes their review. SimplexGrinnell shall submit these comments and drawing mark-ups to AON Engineering for incorporation into their final comment letter which is then sent to the designer of record.
- **Training**
 - Provide Online and off-site programming/service training for 4100U/ES equipment for District fire alarm technicians, should the District so choose as follows:
 - Training will be provided for up to (2) technicians per calendar year
 - The technician training will consist of:
 1. Online training modules to be taken in advance of any scheduled off-site training course.
 2. One 5-Day off-site training class per technician specifically geared towards the maintenance/programming and general servicing of Simplex fire alarm systems.
 - SimplexGrinnell will cover up to \$800 in travel and accommodations expenses per technician to attend the off-site training sessions. The District shall cover any amount over the \$800 per technician including any incidentals.
 - OUSD shall be notified of additional training opportunities for district employees throughout the span of the contract. OUSD shall have the opportunity to receive additional training for any and all product lines that are still supported at SimplexGrinnell's cost for said services (minus travel/lodging as noted above).
- **EULA and Programming Software/Hardware**
 - Currently the District has (1) laptop with dongle as part of the End User Licensing Agreement with SimplexGrinnell for making programming changes to the District's Simplex fire alarm system equipment. SimplexGrinnell shall provide the District with a 2nd dongle and software to support a 2nd technician laptop if requested by the District. The District shall be responsible for purchasing the 2nd laptop hardware. The District shall confirm with SimplexGrinnell the minimum operating hardware/software configuration needed for the laptop prior to the purchase of the laptop. SimplexGrinnell will setup and return to the District the laptop for operation.
- **Technician Team**
 - OUSD will be provided with a dedicated team of (2) technicians to increase productivity, consistency, and reliability. A lead technician and inspector will be assigned to the account. The lead technician will have (2) back-ups and be able to bring other members of the team if needed.

October 26, 2015
John Esposito/Tammara Cappellano
Oakland Unified School District
SUBJECT: District Wide Service Agreement for 2016 - Rev. 1

Please feel free to contact me directly should you have any questions.

Thank you again for providing **SimplexGrinnell** the opportunity to service your fire protection needs.

Sincerely,

Andrew Milne
Tyco Fire & Security
SimplexGrinnell
San Francisco District
Direct: 925-273-1205
Fax: 925-273-0120
Mobile: 925-519-6551
amilne@simplexgrinnell.com



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, Oakland Unified School District is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Oakland Unified School District.

In accordance with the policy provisions, coverage afforded to an additional insured will apply as primary insurance where required by contract entered into by the named insured and the Oakland Unified School District. Any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Other Additional Insureds: District and the State and their agents, representaives, employees, trustees, officers, consultants, and volunteers.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:
ELAINE KELLY (Email: ekelly@simplexgrinnell.com Phone: 925-273-1308)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®
Business Process Automation for Risk Management, Insurance, and Trade Finance
To learn what EXIGIS can do for your business visit exigis.com or call 800.928.1963

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Named Insured Tyco International Management Company, LLC			Endorsement Number 5
Policy Symbol HDO	Policy Number G27400358	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

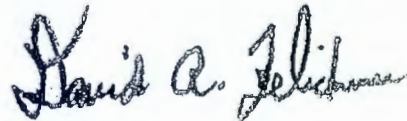
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	District-wide Fire Alarm Maintenance Project	Site	918
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Simplex Grinnell	Agency's Contact	Andrew Milne
OUSD Vendor ID #	I015439	Title	Project Manager
Street Address	6952 Preston Avenue	City	Livermore
Telephone	925-273-0100	State	CA
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No	Policy Expires	10-1-2016
OUSD Project #	03055	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Term

Date Work Will Begin	1-1-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$800,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	9189003020	6215	\$800,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature		Date Approved	1/29/16
2.	General Counsel, Department of Facilities Planning and Management	Signature		Date Approved	2/1/16
3.	Deputy Chief, Facilities Planning and Management	Signature		Date Approved	2/2/16
4.	Senior Business Officer	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	