

Board Office Use: Legislative File Info.	
File ID Number	<u>18-1441</u>
Introduction Date	<u>June 27, 2018</u>
Enactment Number	18-1060
Enactment Date	6/27/18 os



Memo

To Board of Education

From Tara Gard, Deputy Chief Talent Officer
Rebecca Littlejohn, Risk Management Officer *RL*

Date June 27, 2018

Subject Ratification of Custom Services Contract between the District and Keenan & Associates for Loss Control Inspection Services – Risk Management

Action Requested Ratification of Oakland Unified School District - Keenan & Associates Custom Professional Services Contract for the term July 1, 2018 to June 30, 2020 in the amount not to exceed \$85,998.

Summary The District is a member of Northern California Regional Liability Excess Fund ("NCR"), a Joint Powers Authority ("JPA") primarily made up of school districts throughout Northern California. NCR provides and purchases excess insurance coverage above the District's Member Retained Limit ("MRL") for property and liability insurance. Per NCR guidelines, members must conduct property and liability inspections every two (2) years by a qualified third-party Loss Prevention Specialist. Not only will the District be provided with a report noting immediate / high / moderate / low loss exposure hazards that can be addressed, such inspections help reduce the frequency and severity of claims. Keenan's services to be provided to Risk Management.

Recommendation Ratification of Oakland Unified School District - Keenan & Associates Custom Professional Services Contract for the term July 1, 2018 to June 30, 2020 in the amount not to exceed \$85,998.

Fiscal Impact Fund 67; Not to exceed \$85,998

Attachments Copy of contract

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

CUSTOM PROFESSIONAL SERVICES CONTRACT BETWEEN **OUSD AND KEENAN AND ASSOCIATES**

This Agreement (or "Contract") is entered into between Keenan and Associates of Oakland, CA (CONTRACTOR) and Oakland Unified School District (OUSD or District). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on March 1, 2018, or the day immediately following approval by the Superintendent as the aggregate amount CONTRACTOR has contracted with the District is below \$90,200 in the current fiscal year. The work shall be completed no later than June 30, 2019.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract **shall not exceed Eighty-Five Thousand, Nine Hundred and Ninety-Eight Dollars (\$85,998.00)**, with three (3) separate annual payments of \$28,666.00 to CONTRACTOR to be paid no later than October 1st of 2018, 2019 and 2020. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **This Section Intentionally Omitted from this Custom Contract.**
5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR'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.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: REBECCA LITTLEJOHN
Site /Dept.: 987-RISK MANAGEMENT
Address: 1000 Broadway, Suite 440
Oakland, CA 94607
Phone: (510) 879-1611
Email: Rebecca.Littlejohn@ousd.org

CONTRACTOR:

Name: TARA SCHILLING (KEENAN AND ASSOCIATES)
Title: Senior Vice President
Address: 2355 Crenshaw Blvd.
Torrance, CA 90501
Phone: (310) 212-0363
Email: tschilling@keenan.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

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

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is 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 will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

15. **Copyright/Trademark/Patent/Ownership:** OUSD understands and agrees that all matters produced under this Agreement shall remain the property of CONTRACTOR. However, upon payment by the OUSD, OUSD shall obtain a non-exclusive limited license for such handout documents only for internal physical distribution to current OUSD staff only.

16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, 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. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD'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 OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

Custom Professional Services Contract

- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Custom Professional Services Contract, the terms and provisions of this Custom Professional Services Contract shall govern.
- 27. **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.
- 28. **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.
- 29. **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 given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

J. M. [Signature]

Secretary, Board of Education

CONTRACTOR

[Handwritten Signature]

Contractor Signature

TARA SCHILLING, SENIOR VICE PRESIDENT
Print Name, Title

This Custom Professional Service Contract approved by OUSD
General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]*
Michael L. Smith, Attorney at Law 6/4/18

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

ATTACHED HERETO AND INCORPORATED AS IF FULLY SET FORTH HEREIN AS EXHIBIT A IS A FULL DESCRIPTION OF THE SCOPE OF WORK UNDER THE CONTRACT:

EXHIBIT A

Keenan's Services*

Property and Liability Inspection and Audit Program

An on-site inspection of sites owned/operated by the District should be conducted at least every two (2) years by a qualified third-party Loss Prevention Specialist. In addition, the District should conduct periodic, regular self-inspections. The self-inspection conducted by District personnel should include documentation of all findings and recommended corrective action.

The purpose of the inspection program is to identify and control hazards before people are injured or losses occur. This can help to reduce the frequency and severity of claims and to mitigate the losses resulting from known liability exposures. An inspection conducted by a knowledgeable person, with the results communicated properly to management, conveys recognition of the hazards.

Inspection Services

Keenan's property and liability inspection program meets the Northern California ReLIEF (NCR) guidelines. Documentation will be provided in an inspection report that lists hazards identified.

Value

The inspection process has moved forward to focus on High Priority loss exposures and District Wide recommendations while adhering to the NCR Guidelines regarding the number of sites inspected. Value to the District will be enhanced by the evolution of the process and focus on the past loss drivers and a more focused inspection process.

Report Format

Keenan has invested in report-writing software that allows us to upload findings directly from your sites during the physical inspection. An email of immediate hazards can also be sent to District personnel during the inspection process. The system is now robust enough to photograph Medium Priority findings in addition to High Priority findings, for District review as part of the physical inspection. Keenan will continue to provide reports to you in a user-friendly format. The report is Web-based and will be accessible through the P&C Bridge. It can be downloaded into a PDF file or an Excel file, which will give the capability to sort by a number of criteria.

Areas Inspected

All school sites, District Offices, and Maintenance & Operations facilities will be visually inspected. Also included are adjacent areas to the sites for identification of any potential fire, water damage or student injury exposure to the District. A review of recent Property & Liability claim activity will be reviewed with the District prior to the inspection. Areas to be inspected include the following:

Playground Equipment

Keenan will conduct an inspection of general conditions of the playground equipment with particular attention to:

1. Swing chairs
2. Swing pivot connections
3. Swing seats
4. Chains on any other apparatus such as ring sets and climbers, paying particular attention to end links and any other point of pivot or wear.
5. Movable apparatus connection points
6. Tread surfaces of ladders on slides and any other climbing apparatus.
7. Surfaces of slide bedways, slide rails teeter-totter seats, merry-go-round seats or any other surface that children regularly contact on the equipment.
8. Bolts and other fasteners for all connecting points on assembled equipment and checking to be sure bolts are not too long and extend into playing areas.
9. Wood equipment, especially for dry rot, deterioration and splinters.
10. Playground fall protection

Custom Professional Services Contract

Athletic Equipment

Athletic equipment is similar in nature to playground equipment and will be inspected accordingly. Attention will be given to connections, pivot points, tread surfaces and surfaces that regularly contact the body. Weight equipment cables will be inspected for wear or fraying and equipment joint welds will be checked for cracking.

Facilities Housing Playground & Athletic Equipment

Fields: Check for conditions of walkways, exposed roots, gopher holes, potholes, broken glass or other debris.

Outside Courts: Check all surface conditions with attention to potholes, large cracks, raised surfaces and worn areas.

Athletic Fields: Check for field conditions as noted under the field section. Check the condition of bleachers (seats, walkways side and back rails), player benches, field fencing and backstops.

Swimming Pools: Check for clearly visible life saving equipment, emergency telephone numbers, pool rules and pool depth markings. Check the conditions of deck walking surfaces, bond beams, and stairs to lifeguard chairs, stairs to dive boards, dive board surfaces, pool fencing and bleachers. Inspect wet area electrical outlets for Ground Fault Interrupters. If the pool is indoors, check the condition of exits and exit lighting.

Gyms: Check the conditions of exits, exit ways, exit lighting, emergency lighting, bleachers and cables supporting movable basketball hoops.

Multi-Purpose Room: Same as Gyms.

Industrial Arts

Inspect all shops with attention to:

1. Machine guarding
2. Exits
3. Housekeeping
4. Storage of flammable liquids
5. Conditions of electrical power cords
6. Conditions of hand power tools
7. Electrical equipment and connections
8. Ventilation
9. Fire extinguishers
10. Student/Guest use of personal protective equipment

Home Economics

Inspect cooking and sewing rooms with attention to:

1. Machinery electrical wiring and connections
2. Floor and wall electrical outlets
3. Natural gas connections
4. Dryer venting
5. Accumulation of lint and other combustible debris
6. Cooking exhaust
7. Fire extinguishers

Public Assembly Areas

Inspect multi-purpose rooms, cafeterias, theaters, gyms and other public assembly areas. Include inspection of:

1. Exits
2. Panic hardware
3. Exit lighting
4. Emergency lighting for installation and testing
5. Posting of maximum occupancy signs

Science Labs

Special attention is given to eye protection for students and emergency response equipment such as:

1. Eye wash stations
2. Deluge showers
3. Fire blankets and fire extinguishers

Attention is also focused on overall laboratory conditions such as size and number of students with regard to emergency egress, ventilation-both local and general, etc.

Follow-up Audit

Custom Professional Services Contract

Northern California ReLiEF guidelines require a follow-up audit. Approximately one year after the inspection has been completed and the reports delivered, there will be a follow-up audit of the inspection progress. A consultant will visit the District and meet with appropriate personnel to determine the progress being made with regard to the recommended high priority corrective actions noted in the inspection report.

Self-Inspection

Documentation for self-inspections can be accomplished by the use of inspection check sheets with a space for corrective action taken. The inspection will assist the District in developing a self-inspection check sheet that adequately identifies areas that should be inspected by District personnel. This sheet should contain a list of items to be inspected, a rating section for each item inspected (a section for comments) and section to list corrective action taken. The self-inspections should be performed regularly and include:

- Playground & Athletic Equipment
- Facilities Housing Playground & Athletic Equipment
- Public Assembly Areas
- Industrial Arts
- Home Economics
- Science Laboratories
- Common Areas & Grounds

Limitations

Keenan's inspection services are intended to help clients identify and mitigate hazards and potential liability exposures. While we are confident that our services will help our clients create a safer environment, we do not represent or guarantee that we will be able to identify all potential hazards, or offer a fail-safe mechanism for dealing with them. Consequently, we make no promise or representation that clients will recognize improved loss experience or premium savings as a result of these services.

Keenan's inspection services are not intended to substitute for regular, ongoing inspection and maintenance of a client's premises or equipment. Nor are they intended to replace any required inspection or service that is to be routinely performed by licensed or certified service professionals (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

*The goal of Keenan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Risk Management _____

Vendor Name: Keeanan & Associates _____

Contract Term: Start Date: July 1, 2018 _____ End Date: June 30, 2019 _____

Annual Cost: \$85,988.00 _____

Approved by: _____

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor has previously provided this service and has historical data needed for loss control inspection.

Summarize the services this Vendor will be providing.

Membership requirement for Joint Power Authority (JPA) where the District is a member for property & liability insurance coverage.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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**