Board Office Use: Le	gislative File Info.
File ID Number	17-1869
Introduction Date	9/27/17
Enactment Number	17-1375
Enactment Date	9/22/170



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
Board Meeting Date (To be completed by Procurement)	
Subject	Professional Services Contract - <u>Faucette Micro Systems, Inc.</u> (contractor) - <u>968/Health Services/Community School and Student Services Department</u> (site/department)
Action Requested	Approval of Professional Services Contract between Oakland Unified School District and Faucette Micro Systems, Inc. Services to be primarily provided to Community Schools and Student Services Department for the period of August 21, 2017 through June 30, 2018.
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	Faucette Micro Systems will provide the ongoing maintenance for the web504 database for Oakland Unified School District. The program continues to effectively maintain 504 plans electronically and ensure that OUSD is in compliance with the Office of Civil Rights.
<b>Discussion</b> One paragraph summary of the scope of work.	Approval by Board of Education of a Professional Services Contract between the District and Faucette Micro Systems, Inc., Fallon, NV, for the latter to provide ongoing maintenance for the web504 database for the Health Services Unit of the Community Schools and Student Services Department for the period of August 21, 2017 through June 30, 2018, in an amount not to exceed \$13,514.00.
Recommendation	Approval of Professional Services Contract between Oakland Unified School District and Faucette Micro Systems, Inc. Services to be primarily provided to 968/Health Services Unit/Community Schools and Student Services Department for the period of August 21, 2017 through June 30, 2018.
Fiscal Impact	Funding resource name (please spell out): <u>0000/Unrestricted Health Services</u> in an amount not to exceed <u>\$13,514.00</u> .
Attachments	<ul> <li>Professional Services Contract</li> <li>Certificate of Insurance</li> <li>Scope of Work</li> <li>Statement of qualifications</li> </ul>



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

Legislative File ID No. <u>17-1869</u>
Department: 968/Health Services
Vendor Name: Faucette Micro Systems, Inc.
Contract Term: Start Date: <u>8/21/2017</u> End Date: <u>6/30/2018</u>
Annual Cost: \$11,859.00
Approved by: Barbara Parker
Is Vendor a local Oakland business? Yes No 🗸
Why was this Vendor selected?
Web504 was developed in collaboration of the Health Services department and Faucette Micro Systems. The vendor was the developer for the WebIEP system used by OUSD Special Education Department.
Summarize the services this Vendor will be providing.
Faucette Micro Systems will provide the ongoing maintenance for the web504 database for Oakland Unified School District (OUSD).
Was this contract competitively bid? Yes No 🗸
If No, answer the following:
1) How did you determine the price is competitive?
N/A

2)	Pleas	se check the competitive bid exception relied upon:											
	Ц	Educational Materials											
	<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services												
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)											
		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)											
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)											
		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)											
	닏	<b>Emergency</b> contracts [requires Board resolution declaring an emergency]											
Technology contracts													
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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]											
	닏	Piggyback" Contracts with other governmental entities											
		Perishable Food											
	Ц	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											

Board Office Use: Legis	lative File Info.
File ID Number	17-18/59
Introduction Date	912117
Enactment Number	1751375
Enactment Date	9/27/D8C



### **PROFESSIONAL SERVICES CONTRACT 2017-2018**

This Agreement is entered into between Faucette Micro Systems, Inc.

(CONTRACTOR) and Oakland Unified School District (OUSD). 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 perform such services.

- 1. Services: CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: The term of this agreement shall be <u>8/21/2017</u> (or the day Immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$ 88,300.00</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$ 88,300.00</u>, whichever is later) to <u>6/30/2018</u>. The work shall be completed no later than <u>6/30/2018</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed

Dollars (\$ 11,859.00 ) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_\_ per hour. 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.

If CONTRACTOR will be compensated hourly for services provided under this Contract. CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

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 OUSD and in that case must be replaced by CONTRACTOR without delay.

### 4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

Agreement except: \_

which shall not exceed a total cost of

#### 5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, compatent 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.
- Notices: All notices and involces 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:

Rev 6/6/2016 v1 Requisitio	n No.
----------------------------	-------

P.O. No.

OUSD Representative:	CONTRACTOR:					
Name: Barbara Parker	Name: Mariene Faucette					
Site /Dept; 958/Health Services	Title: President					
Address: 1000 Broedway Suite 150	Address: 1170 South Maine Strees					
Oakland CA 94607	Fation NV 88406					
Phone: 510-879-2742	Phone; (775) 423-7990					
Email: barbare.parker@ousd.org	Email, marlene@imicro.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.

5. 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, sgents, 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 herain 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.

### 🖗 Insurance:

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

- 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.
- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express
  prior written consent of OUSD.
- 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 shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, necestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

Rec. 7/20147

- Drug-Free / Smoke Free Policy: No drugs, atcohol, 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.
- 16. Watver: 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.
- 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:
  - 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.
  - 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 egents ("Employees") regardises of whether those Employees are paid or unpaid, concurrently employed by CUSD, 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 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.

- 15. 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;
  - 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(a), and/or subcontractor(a).
- 21. Limitation of OUSD Lisbility: 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 eny claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profite 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

Sev. 1529:17

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 anse 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 sec, 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 debarrent, 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/).
- 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 Professional Services Contract, the terms and provisions of this Professional Services Contract shall govarn.
- 27. Integration/Entire Agreement of Partles: 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 raturn 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 UNIFIE HOOL DISTRICT

dent, Board of Education 0/28/17 Date

Secretary, Board of Education

Form approved by OUSD General Counsel for 2017-18 FY

CONTRACTOR Fauto un Contractor Signatur

Mariene Faucette

President

Print Name, Title

Rev 7/20/17

Page 4 of 6

### 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.]

 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.

Faucette Micro Systems will provide the ongoing mainlenance for the web504 database for Oakland Unified School District (OUSD).

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The program continues to effectively maintain 504 plans electronically and ensure that OUSD is in compliance with the Office of Civil Rights.

- Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
  - Ensure a high quality instructional core
  - Develop social, emotional and physical health
  - Create equitable opportunities for learning
  - High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district.
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Piease select:
  - Action Item included In Board Approved CSSSP (no additional documentation required) Item Number;
  - Action item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    - Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    - 2. Meeting announcement for meeting in which the CSSSP modification was approved.
    - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
    - Sign-in sheet for meeting in which the CSSSP modification was approved.

# FAUCETTE Micro Systems, Inc.

### 1170 South Maine Street Fallon, Nevada 89406

Phone: (775) 423-7990 • E-mail: info@fmicro.com • Internet: www.fmicro.com

### Oakland Unified School District Attn: Paris Pryor

Web504 Projection	Estimated			
DESCRIPTION	Qty	Rate	TOTAL	
Web504 Annual Maintenance and Support	1	9,104	9,104	
Fytek PDF Report Writer Support Renewal (for printing Web504 reports)	1	535	535	
Annual AllStudents Database Maintenance (This is the list of students available during the Add Student process to Import student demographics)	1	700	700	
Estimate: Condensed Annual custom programming	6	95	570	
Estimate: Form modifications and other labor requests	10	95	950	
Minimum budgeting requirements:				11,859
Web504 programming of new forms \$1150/ base fee per page, estimated 2 new pages being programmed	2	1,150	2,300	2,300
Grand Total of potential costs:			-	14,159

Prepared by Faucette Micro Systems

6/13/2017



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С В	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
lin If	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
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	(Man	datory in NH)							11/10/10	11/12/17	E.L. DISEASE - EA EMPLOYEE	\$ 500,	000
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		Oakland U	Jnifi	ed School Distric	ct			THE	EXPIRATION [	DATE THEREO	ESCRIBED POLICIES BE C F, NOTICE WILL BE DELIN Y PROVISIONS.	ANCELLI /ERED IN	ED BEFORE
900 High Street						AUTHORIZED REPRESENTATIVE							

Oakland, CA 94601

Cody Johnson

The ACORD name and logo are registered marks of ACORD

Save Form | Print Form

## **PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018**



							Bacie	Dire	tion	-						
	Basic Directions Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool															
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.																
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation																
	<ol> <li>Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification)</li> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol>															
	<ol> <li>Within 2 weeks of creating the requisition, the OUSD contract originator submits complete contract packet for approval to Procurement.</li> </ol>															
Atta	Attachment For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check															
Che	Checklist III For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)															
0115	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).  OUSD Staff Contract Emails about this contract should be set to: required barbara.parker@ousd.org															
-	Contractor Information															
	Contractor Name         Faucette Micro Systems, Inc.         Agency's Contact         Mariene Faucette           OUSD Vendor ID #         I012100         Title         President															
	et Address	-	1170 Sout	th Maine	Street			Title Cit		allon	P	resident		State NV		Zip 89406
Tele	phone		(775) 423-					<u>+</u>	til (reg		marle	ne@fmi	cro.co			Zip [09400
Con	tractor Hist	ory	Prev	viously b	been an	OUSD	contractor?								lovee?	Yes O No
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		OUSD /	Administra	ator veri	ifies that	this ve	endor does no	ot appe	ear o	the Ex	clude	d Partie	es Lis	st ( <u>https://ww</u>	/w.sar	n.gov/)
	Administra				Nar	mey E	Barbara Parker					Phone		510-879-2742	1	
1.	Site/Depart		61 10		1111		<u> </u>					Fax		510-879-4605		_
	Signature	Ĥ	<u>al M</u>	ley	y pr	un						Approve		8/1	10/1	12
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3.	Network S	uperint	endent/De	puty Ne	twork Su	perinte	endent						_			
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Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$								_								
4. Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work																
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Procurement Date Received								_		Numbe		-				

SAM Search Results List of records matching your search for :								
Search Term : faucette* micro* systems* Record Status: Active, Inactive								
ENTITY FAUCETTE MIC	RO SYSTEMS, INC.	Status:Inactiv e						
DUNS: 796292670 +4:	CAGE Code: 0ZWQ0	DoDAAC:						
Expiration Date: Apr 22, 2003	Has Active Exclusion?: No Debt Si	ubject to Offset?: No						
Address: 1170 SOUTH MAINECity: FALLONState/Province: NEVADAZIP Code: 89406-3469Country: UNITED STATES								



## Consultant Fingerprint/Criminal Background Check Waiver Request

### Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (CFO, CSO, CAO or Assistant Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Faucette Micro Systems, Inc.						
Originator Name	Barbara Parker Site or Department 968/Health Services						
Which sites or locations will the contractor be working at? Consultant will work remotely, not at sites or around students							
TB Clearance Requ	irement						
Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker.							
How is this contractor going to meet the TB clearance requirement?							
Proof of TB clearance is in the contract packet I TB Waiver requested							

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))				
OUSD Representative's Name	Barbara Parker		Title	Coordinator
OUSD Representative's Signature	Millian	Ante	Date	8/25/17
Approval Cabinet Level approval required (CFO, CSO, CAO or Assistant Superintendent)				
Approver Name			Title	
Approver Signature			Date	
Reason for Approval			-	