

Los Angeles Unified School District

Procurement

JOHN E. DEASY, Ph.D.
Superintendent of Schools

MICHELLE KING
Senior Deputy Superintendent, School Operations



ENRIQUE BOULL'T
Interim Chief Operating Officer

KELLY SCHMADER
Interim Chief Facilities Executive

November 2, 2011

FAXED
Fax No. (909) 598-2153

MORROW-MEADOWS CORPORATION
231 BENTON COURT
CITY OF INDUSTRY, CA 91789

NOTICE OF AWARD – SOLE SOURCE AGREEMENT

Contract No.: 0810141S
Project: CENTRAL LOS ANGELES LEARNING CENTER #1 (AKA ROBERT F. KENNEDY COMMUNITY SCHOOL) (55T98046)
Project Description: PURCHASE AND INSTALL 42 NEW CCTV CAMERAS AND UPGRADE PARKING GARAGE CAMERAS AND HEAD-END SYSTEM (PSA)
Contract Amount: \$308,252.00
Contract Duration: 42 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on OCTOBER 19, 2011 hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

Included is the executed Sole Source Agreement.

If you have any questions, please contact your project Owner Authorized Representative (OAR), LARRY BLACKFORD, at (818) 335-5760.

If you should have any questions regarding award of contract, please contact our office at (562) 654-9422.

Sincerely,



BEVERLY WILLIAMS
CONTRACT ADMINISTRATION ANALYST

c: Stephen Sharr, Regional Director
Larry Blackford, (OAR)
Inspection Section
Jennifer Salinas
Philip Hannifin
AON
AON SERVICES
File (Bid No: 0810141S)
Existing Facilities
/S



Los Angeles Unified School District

Facilities Services Division

Robert F. Kennedy Comm. Sch.

Previous # 08101415
old PIC 55.98046

NEW PIC # 55T98046

SOLE SOURCE JUSTIFICATION

This page is required to be completed if this agreement is to be awarded as a non-competitive agreement.

Requestor: Juan Blanco, LAUSD OAR for CLALC # 1 Date 06-27-11

Consultant Firm: Morrow Meadows Corp. and Titan Integrated Systems Estimated Contract Value: \$300,980.00

Type of Services Required: Addition of Closed Circuit Television (CCTV) Surveillance Camera System.

It is the policy of the Los Angeles Unified School District to conduct full and open competition for its acquisitions, regardless of the agreement price. Therefore, before any solicitation for professional/construction services can be issued without competition, the requestor must state compelling reasons for waiving the competition requirement. Reasons for procuring this agreement without competition are listed below:

This sole source procurement for the CCTV Project at the CLALC # 1 is to ensure CLALC # 1 get identical products for seamless integration with the existing system and have uniformity of Warranties and of the previously provided Contractor Training for the staff of the Robert F. Kennedy Community Schools (CLALC #1). This contractor and subcontractor (Morrow Meadows Corp. and Titan Integrated Systems) have developed drawings specific to the needs and locations required by the staff at the RFK Community Schools. This contractor / subcontractor team is the original team that completed the original CCTV scope work for this project. They have first hand knowledge of the campus, all the electrical rooms, backbone, raceways and drops required to complete this project, ensuring CLALC # 1 receives identical products for seamless integration with the existing system and have uniformity of Warranties than that of other contractors through a normal bid process.

Note: If requesting to award a sole source contractor, the requestor should contact that contractor to confirm the specific scope, deliverables, time lines, and negotiate a fair and reasonable fee. This fee should be payable by one of the following payment types and be clearly defined in the scope of work: a flat fee-fixed price payable upon completion of all services; or a flat fee-fixed price payable in progress payments in accordance with the defined payment schedule (must be tied to completion of specified milestones or deliverables); or a flat fee-fixed price payable per completion of each session with a maximum number of sessions and a minimum duration of each session defined; or a per hour rate with the maximum number of hours defined.

The requestor must keep as back-up information and present if requested, documentation as to how the fair and reasonable price determination was made.

GENERAL COUNSEL APPROVAL (Required ONLY if over \$500,000 and an RFP/RFQ was not used)

I certify that I have reviewed and approved the justification documents for not completing a RFP/RFQ for this agreement.

PRINT NAME AND TITLE

SIGNATURE

DATE

FACILITIES CONTRACTS DIRECTOR APPROVAL

I certify that I have reviewed and approved the justification documents for not completing a RFP/RFQ for this agreement.

MARK HOVATTER

Greg Garcia, Facilities Contracts

PRINT NAME AND TITLE

SIGNATURE

DATE

Kelly Schmader, Chief Facilities Executive

PRINT NAME AND TITLE

SIGNATURE

DATE

ASSIGN TO:

Agreement No.:

JUSTIFICATION FOR USE OF SOLE SOURCE CONTRACTING PROCEDURES

The service or material listed on (Document number) _____ is sole source and competition is precluded for reasons indicated below. There are no substitutes available for this material.

Restricted to the following source. Provide original manufacturer's name. (If a sole source manufacturer distributes via dealers, ALSO provide dealer information.)

Manufacturer: Bosch Security Systems, Inc

Manufacturer POC & Phone No. Eastern Distributing, 800-289-0096

Mfr. Address 850 Greenfield Road, Lancaster, Pennsylvania 18601

Manufacturers Dealer/Rep. Eastern Distributing (Bosch) Mark Harris

Dealer/Rep Address/Phone Number 970 McKee Drive, Mahwah, NJ, 07430, 866-361-2652

Description of the item or service required, the estimated cost, and required delivery date.

Installation of conduit, boxes, cabling and CCTV camera and mounting into existing ceiling spaces and exposed onto concrete and steel areas. Delivery is 2 to 3 weeks for camera conduit and cabling no lead time. Pricing see March 18th 2011 letter with bond \$300,980.00

Specific characteristics of the material or service that limit the availability to a sole source (unique features, function of the item, etc.). Describe in detail why only this suggested source can furnish the requirements to the exclusion of other sources.

MMC and Titian Integrated Systems are familiar with the construction of the Robert F Kennedy Community School Site and installation standards so as to avoid any unnecessary demo of existing floors, walls and ceiling. Titian installed the existing system and will be the able to seamlessly integrate the new equipment into the existing system. Additionally by using MMC and Titian all existing warranties will remain in effect and not voided by others modifying the existing system.

The requested material or service represents the minimum requirements of the government.

FILL IN ALL APPLICABLE BLANKS BELOW

The material/service must be compatible in all aspects (form, fit and function) with existing systems presently installed. Describe the equipment you have now and how the new item/service must coordinate, connect, or interface with the existing system.

Regarding the CCTV equipment Titian will match the new equipment to the existing as they were the provider and installer of the existing system additionally they programmed the existing system and are best suited to modify and add the additional camera and monitoring equipment to fully integrate together. MMC was the provider and installer for the existing conduit system and knows all the LAUSD requirements and standards of material, installation and routing of new conduit to minimize the removal of floor, ceiling and wall material resulting in less patching.

A patent, copyright, or proprietary data limits competition. The proprietary data is:

The programming of this system was provided by Titian Integrated Systems and shall match existing.

-These are "direct replacements" parts/components for existing equipment. Identify and briefly describe the existing equipment below:

This work is not "direct replacement" of parts, rather addition to existing equipment and providing a seamless integration of the new CCTV cameras into the existing campus system. The equipment is (42) cameras, Network recorders and Monitors, cabling, Power supplies, mounting hardware, etc.

-Other information to support a sole-source buy:

I CERTIFY THAT STATEMENTS CHECKED, AND INFORMATION PROVIDED ABOVE, ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE PROCESSING OF THIS SOLE-SOURCE JUSTIFICATION PRECLUDES THE USE OF FULL AND OPEN COMPETITION.

Signature _____ Activity Addition of (CCTV) Surveillance Camera System

Title: LAUSD CLALC # 1, OAR Date: 6-29-2011

Contracting Officer Signature _____ Date _____

SOLE-SOURCE AGREEMENT

This Sole Source Agreement ("Agreement") #0810141S is made and entered into, by and between the **Los Angeles Unified School District** ("District"), on the one hand, and **Morrow-Meadows Corporation**. ("Contractor"), on the other hand, effective **October 19, 2011**, for the **Purchase and Installation 42 New CCTV Cameras and Upgrade Parking Garage Cameras and Head-End System (Project No. 55T98046)** (hereinafter called the "Work") at the **Central Los Angeles Learning Center #1** (also known as **Robert F. Kennedy Community School**). District and Contractor are sometimes collectively referred to in this Agreement as the "Parties," or singularly as a "Party."

RECITALS

WHEREAS, after undergoing a best value selection process pursuant to Education Code 17406 (Lease-Lease Back) the District entered into a contract for a **New School Facility at Central Los Angeles Learning Center #1 (also known as Robert F. Kennedy Community School) (Project No. 55J98046)** (hereinafter called the "Original Contract") bearing contract number **0810141** with the Contractor on **December 7, 2007** to perform new construction work which had a Substantial Completion date of June 25, 2010; the Notice of Completion was recorded July 8, 2010.

WHEREAS, the District has elected to add 42 new CCTV cameras to the facility in order to provide secure coverage throughout the main building's egresses and exterior congregating areas. A change order to the original contract cannot be issued since the project has reached Substantial Completion.

WHEREAS, this sole source to the original installer of the CCTV system will ensure achieving identical products and seamless integration with the existing system for uniformity of warranty. Contractor developed drawings specific to the needs and locations required by the school site administrators. They have first-hand knowledge of the campus, as-builts, electrical rooms, raceways, and drops required to effectively and seamlessly complete this project.

WHEREAS, awarding the Work to be performed by the same Contractor is the most cost-effective method for the District since the Contractor is mobilized at the site and prepared to expedite and perform the additional work. Furthermore, the Work must be performed by the same contractor due to warranty and system certification considerations. These factors are expected to minimize the overall impact and project cost to the District;

NOW, THEREFORE, pursuant to any and all rights and remedies that the District does possess, the District has approved the completion of the Work by negotiating a Sole Source Contract with the Contractor pursuant to the terms and conditions set forth herein to complete the Work.

TERMS AND CONDITIONS

1. **TIME FOR COMPLETION** The Work shall be commenced on the date stated in the Notice to Proceed. The time period for Final Completion of the Work shall be **42 CALENDAR DAYS** from the date set forth in the Notice to Proceed ("NTP") issued by the District.
2. **DUTIES OF THE CONTRACTOR** shall be to provide services in accordance with the Scope of Work - Attachment "A" which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of Contractor.

GENERAL CONDITIONS Rev. 02/08/2010 shall apply to this contract.

3. **LIABILITY.** District shall not be liable to Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
4. **BONDS.** Within seven (7) days from the issuance of the Notice of Intent to Award by the District,

and before any Notice to Proceed can be issued, the Contractor shall provide to the District both of

the following bonds: (1) a faithful performance bond issued on the form affixed hereto as Attachment "C" with a penal sum limit equal to 100% of the amount of this Sole-Source Agreement; and (2) a payment bond, as required by Civil Code Sections 3247 et seq., issued on the form affixed hereto as Attachment "D" with a penal sum limit equal to 100% of the amount of this Agreement. Both bonds shall be issued by a corporate surety authorized and admitted to transact surety business in California as defined in Code of Civil Procedure Section 995.120 and be listed by the U. S. Treasury with a bonding capacity in excess of the amount of this Agreement. The delivery of both of the bonds as required by this paragraph is a condition subsequent to the validity and enforceability of this Agreement, such that if the Contractor fails, neglects and/or refuses to provide either of the required bonds, then this Agreement is null, void and unenforceable.

5. **INDEPENDENT CONTRACTOR.** While engaged in performance of this agreement Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time. and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify

District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this agreement.

6. **CONTRACT VALUE.** District shall pay Contractor **Three hundred eight thousand two hundred fifty two dollars and no/cents (\$308,252.00)** in accordance with the Scope of Work – Attachment "A." Payment shall be contingent upon acceptance of the Work and approval of invoice(s) by District's Owner Authorized Representative ("OAR"). District will process payment within thirty (30) days of receipt of invoice(s) which meet the requirements of this section, so long as District has on file a fully executed contract for the invoiced services. Invoices must (a) reference the Contract Number, (b) be signed and submitted by Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within thirty (30) days and may be rejected and/or returned to the Contractor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two (2)

Mail One (1) Copy of Invoice(s)

Copies to:

Los Angeles Unified School District
Central Region 3, 4, & 5 – Project
Execution
333 S. Beaudry Avenue
Los Angeles, CA 90017
Attn: Juan Blanco

Los Angeles Unified School District
Procurement
8525 Rex Road
Pico Rivera, CA 90660
Attention: Christy Guzman

7. **RIGHTS TO REPORT.** The rights to any report, evaluation and/or other material developed by Contractor in connection with this agreement shall belong to the District.
8. **CONFLICT OF INTEREST.** Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree

with the performance of services required under this Agreement, and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Contractor.

Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every contract between District and Contractor.

As a condition of this Agreement, Contractor agrees to comply with the Code of Ethics set forth in the Los Angeles Unified School District Ethics Policy Statement which is attached hereto and made a part hereof.

Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement by District, in addition to whatever other remedies the District may have.

9. **AUDIT AND INSPECTION OF RECORDS.** Contractor shall maintain, and District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices

and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to District at the District's or the Contractor's offices (to be specified by District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to District within five (5) working days of a written request from District. Contractor shall, at no cost to District, furnish assistance for such examination/audit. Contractor and its sub-contractors and suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment, or if the Agreement is terminated in whole or in part until 3 years after the final Agreement close-out. District's rights under this section shall also include access to Contractor's offices for the purpose of interviewing Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by District. Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to District. Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to District upon request by District.

10. CONFIDENTIALITY.

10.1 This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this

Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement without District's written prior consent.

- 10.2 At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.
- 10.3 Contractor may disclose to any subcontractor or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.
- 10.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of District.
- 10.5 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

11. **EVALUATION.** Contractor acknowledges that its work or services under this Agreement may be

evaluated by the OAR or other District personnel, and that the results of the evaluation may be made available to other school districts and public agencies upon request. Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

12. **EQUAL EMPLOYMENT OPPORTUNITY.** It is District policy that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore Contractor agrees to comply with applicable federal and state laws. In addition, Contractor agrees to require like compliance by all subcontractors employed on the work.

13. **TERMINATION FOR CONVENIENCE**

- 13.1 District may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, for District's convenience. Upon receipt of such notice, Contractor shall:
- (1) immediately discontinue all work (unless the notice directs otherwise) and
 - (2) deliver to District all information and material as may have been involved in the provision of services whether provided by District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.
- 13.2 If a termination for the convenience of District is issued, Contractor shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the work actually performed prior to the effective date of termination and other costs reasonably incurred by Contractor to implement the termination.
- 13.3 Contractor shall not be entitled to anticipatory or consequential damages as a result of any

termination under this section. Payment to Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. TERMINATION FOR DEFAULT

14.1 District may, by written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. Upon receipt of such notice, Contractor shall:

- 1) immediately discontinue all work (unless the notice directs otherwise) and
- 2) deliver to District all information and material as may have been involved in the work whether provided by District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

14.2 If a termination due to Contractor's failure to fulfill its contractual obligations is issued, District may take over and complete the work by contract or otherwise. In such case, Contractor shall be liable to District for any reasonable costs or damages occasioned to District thereby. The expense of completing the work, or any other costs or damages otherwise resulting from the failure of Contractor to fulfill its obligations, will be charged to Contractor and will be deducted by District out of such payments as may be due or may at any time thereafter become due to Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to Contractor, then Contractor shall promptly pay the amount of such excess to District upon notice of the excess so due.

14.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that

Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

14.4 Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to Contractor in accordance with this section, if any, shall constitute Contractor's exclusive remedy for any termination hereunder. The rights and remedies of District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. **ASSIGNMENTS**. Neither the performance of this Agreement, nor any part thereof, may be assigned by either Party without the prior written consent and approval of the other.
16. **GOVERNING LAW**. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
17. **ENTIRE AGREEMENT/AMENDMENT**. This Agreement and all exhibits attached hereto constitute the entire Agreement between the parties and supersede any prior or contemporaneous written or oral understanding or agreement. This Agreement may be amended only by written amendment executed by both Parties.
18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)**.

By signing this agreement, Contractor certifies:

- (a) Contractor and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public agency, and
- (b) Any principals of Contractor, within a three-year period preceding this Agreement, have not been convicted of, or had a civil judgment rendered against them for, fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and that none of the applicable individuals are not presently indicted for, or otherwise criminally or civilly charged with, commission of any of these offenses.

19. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District:

19.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

19.2 Non- Infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

19.3 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

19.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

20. **DISTRICT DATA**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by District for use by Contractor under this Agreement shall remain the sole property of District and will be held in confidence in accordance with Section 9 of this Agreement.

21. **INDEMNIFICATION**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

21.1 General Indemnity

A. Contractor shall indemnify and hold District and its Board Members, administrators, employees, agents, and representatives (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of

this Agreement or its performance of the Work, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

21.2 Proprietary Rights Indemnity

Contractor shall indemnify and hold harmless District; its Board Members, administrators, employees, agents, and representatives from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 20 of this Agreement.

Contractor shall defend, indemnify, and hold harmless District, its Board Members,

administrators, employees, agents, and representatives from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

22. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement,

Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

23. **FINGERPRINTING**

Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.

E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

24. **BUDGET CONTINGENCY**

24.1 It is mutually agreed that if the current year budget and/or any subsequent years covered

under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

- 24.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, District shall have the option to either cancel this Agreement with no liability occurring to District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Sole Source Agreement on the date stated above.

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LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____

Mark Hovatter
Executive, Procurement

Dated: _____

10/19/11

MORROW-MEADOWS CORPORATION

By: _____

James R. Arnold

(Print Name)

(Signature)

Assistant Secretary, Contracts Manager
(Title)

Contractor's License No. 230813

Federal I.D. No. 95-2313206

Dated: 10/03/2011

END OF DOCUMENT

RFK CCTV SCOPE OF WORK

LAUSD requests that Morrow Meadows and Titan Integrated Systems provide the RFK Community Schools (42) additional Cameras through out the campus for added security and vandalism deterrence. Morrow Meadows shall provided all mounting hardware, camera power supplies, camera power and video cables. MMC and Titan shall coordinate and provide four (4) control locations equipped with Network Recorders and Monitors.

The control locations were selected by the RFK Staff and are as follows;

1. Reception Room 4037,
2. Waiting Room 3005,
3. Room 2008 and
4. Campus Police Room L016.

Morrow Meadows shall install two (2) LAUSD furnished 42" Monitors, in each of the following rooms, one (1) in the Principal's Office Room L010 and one (1) in Clerical Room L008.

As discussed with the staff of the RFK Community Schools for the purpose of this proposal all cameras shall be fixed focal length as opposed to Pan/Tilt/Zoom devices. Morrow Meadows shall utilize Cat5e cable to provide the option to convert any of the cameras installed in this scope of work, to Pan/Tilt/Zoom cameras in the future without additional cable. With the above described Scope of Work, Morrow Meadows shall provide all conduit pathways, power supplies required and fireproofing.

Additionally, Morrow Meadows shall install one (1) Solar Powered Self Contained Flash Cam-880K digital vandalism deterrent camera with wireless download of images and all associated mounting hardware for vandalism and intrusion deterrence at the school's pool. Installation location and camera's field of vision shall be determined by the LAUSD for optimal performance.

Reference, Titan Integrated Systems drawings developed for the RFK Community Schools. E-2481-1.13, E-2481-5.1G, E-2481-5.1H, E-2481-5.2BF, E-2481-5.2C, E-2481-5.3BF, E-2481-5.3C, E-2481-5.3M, E-2481-5.4BF, E-2481-5.4C, E-2481-5.4DE, E-2481-5.4GH, E-2481-5.5BF, E-2481-5.5C, E-2481-5.5GH, E-2481-5.6BF, E-2481-5.6C, E-2481-5.6GH, E-2481-R13 and E-2481-D21

Additional references and adherence to the following Specification Sections shall be incorporated as it pertains to this scope of Work; 00700 General Conditions, 07120 Waterproofing, 07220 Roof and Deck Insulation, 07540 Thermoplastic (PVC) Membrane Roofing Mechanically Attached, 07600 Flashings and Sheet Metal, 07700 Roof Specialties and Accessories, 16010 Basic Electrical Requirements, 16050 Basic Electrical Materials and Methods, 16060 Grounding and Bonding, 16130 Raceways, Fittings and Supports and 25725 Closed Circuit TV (CCTV) and Audio Surveillance Systems. In no way shall the contractor be relieved of his duty to comply with any state or local codes applicable to the installation of the above scope of work.