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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
① Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date September 14, 2022

Subject General Services Agreement – Baines Security Consulting – Security Services at Various School Sites Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of General Services Agreement by and between the **District** and Baines Security Consulting, Oakland, California, for the latter to provide security and roving patrol services for security, fire, and safety monitoring including report persons attempting to gain unauthorized access to the property under construction and are unoccupied, for the **Security Services at Various School Sites Project**, in the amount of **\$99,000.00**, which includes a not-to-exceed amount of **\$90,000.00**, for Basic Services, and a not-to-exceed contingency fee of **\$9,000.00** for Additional Service, with work scheduled to commence on **August 8, 2022**, and scheduled to last until **June 30, 2024**, pursuant to the Agreement.

Discussion The scope of the contract consist of security and roving patrol services. The Superintendent signed the contract on August 5, 2022, pursuant to delegated authority, thus requiring Board ratification. (Board Policy 3312).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Ratification by the Board of Education of General Services Agreement by and between the District and Baines Security Consulting, Oakland, California, for the latter to provide security and roving patrol services for security, fire, and safety monitoring including report persons attempting to gain unauthorized access to the property under construction and are unoccupied, for the Security Services at Various School Sites Project, in the amount of \$99,000.00, which includes a not-to-exceed amount of \$90,000.00, for Basic Services, and a not-to-exceed contingency fee of \$9,000.00 for Additional Service, with work scheduled to commence on August 8, 2022, and scheduled to last until June 30, 2024, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure J

- Attachments**
- Contract Justification Form
 - Agreement, including Exhibits
 - Certificate of Insurance
 - Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1844

Department: Facilities Planning and Management

Vendor Name: Baines Security Consulting

Project Name: Security Services at Various School Sites **Project No.:** 00918

Contract Term: Intended Start: August 8, 2022 Intended End: June 30, 2024

Total Cost Over Contract Term: \$99,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Baines Security Consulting was selected through an RFP process based on scores.

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

Baines Security Consulting, to provide security and patrol roving services for security, fire and safety monitoring and reporting persons attempting to gain unauthorized access to the property under construction and are unoccupied for the Security Services at Various School Sites Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFP process, which includes review/scoring of proposals. Baines Security Consulting was selected based on the highest interview scores and because their price was fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Contractor will be providing security and patrol roving services for Various School Sites for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective August 8, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Baines Security Consulting (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Security Services at Various School Sites Project under Construction (“Project”): Specific services shall include but not limited to providing security and roving patrol services for security, fire and safety monitoring and reporting persons attempting to gain unauthorized access to the property.

The Basic Services include all work described in the April 14, 2022 Proposal, which is attached to this Agreement as **Exhibit A**. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** The term for performance of the Services on an as-needed basis shall begin on August 8, 2022, and shall end on June 30, 2024 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement

shall not exceed Ninety-Nine Thousand Dollars and No/100 (\$99,000), which consists of a not-to-exceed amount of Ninety Thousand Dollars and No/100 (\$90,000.00) for performance of the Basic Services, and a not-to-exceed contingency amount of Nine Thousand Dollars and No/100 (\$9,000.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1. **Reimbursement.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

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

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; (ii) commercial automobile liability insurance with limits not less than One Million Dollars

(\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

_____. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

appended together, shall be deemed a fully executed agreement.

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

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

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

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

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

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

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

850.44

9-15-2022

Gary Yee, President,
Board of Education

Date

[Signature]

August 5, 2022

Kyla Johnson-Trammell, Superintendent
& Secretary, Board of Education

Date

[Signature]

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

Date

CONTRACTOR:

BAINES SECURITY CONSULTING

Signature: *[Signature]*

Name: Mario Baines

X

Title: Managing Partner

Date: 08/04/2022

Address for District Notices:
OUSD
955 High Street
Oakland, CA 94601

Address for Contractor Notices:
Baines Security Consulting
562 14th Street, Suite 104
Oakland, CA 94612

Approved As To Form:

[Signature]
OUSD Facilities Legal Counsel

8/19/22
Date

Exhibit A
Scope of Basic Services



Baines Security Consulting

April 14th . 2022

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

Dear Ms Hunter,

We would like to take this opportunity to introduce you to **Baines Security Consulting**. Here at **BSC**, we offer professional, efficient and cost-effective Security Personnel.

We are an acclaimed firm of security agents with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property for over 5 years. Our contracted Personnel have years of experience and will conduct a thorough, results-oriented security service that tailors your individual business needs, as we thrive on working closely with our clients to maximize a successful relationship.

Our Management Team at **BSC** possess well over 25 years of security experience with partnerships in Homeless Shelter Support (MSC North / MSC South / Providence Baptist Church Homeless Coalition, Center of Hope Community Church) as well as roving patrol at the Alice Griffith Housing community located in San Francisco CA. Through our experience and diligence, we participate in local hiring practices throughout the Northern California Region with emphasis in optimal security support on homeless encampments, residential/commercial property as well as special roving patrols.

Our goal is to provide you with highly trained professional & courteous security agents you can rely on. Whether your protection needs are short, long term, or you just want to augment your existing services, we can provide you with the appropriate armed and/or unarmed agents to suit your situation. Our commitment to creating the safest possible environment has earned us a reputation for excellence and long-term client relationships.

Based on our experience and understanding of your needs, we developed this proposal with a focus on:

- A comprehensive hiring and screening process that includes a drug screen and background check prior to hire, as well as random screenings throughout the year;
- Call in/out shift verification;
- Real time monitoring of employee schedules and verifications by our 24 hour Support Center;
- Tasking area management with conducting post inspections and scheduling client meetings on a regular basis;
- Flexibility in adjusting our schedule and security coverage to meet your requirements based on any change in your business conditions;

Please contact me via phone (510.367.6086) or email at Mariobaines51@gmail.com to setup an appointment so we can discuss how **BSC** can be of service to your organization.

Respectfully,



EXECUTIVE SUMMARY

The Company

Baines Security Consulting Security and its principals have been providing continuous security services to dozens of clients since 2000. We are proud to say, that as Baines Security Consulting continues to acquire new clients, while we also continue to hone our expertise and master the art of client satisfaction. As we grow, we remain committed to delivering consistently high-quality security officers, investigation, and surveillance services to our clients around San Francisco and the East Bay. As part of our commitment to quality, we believe in a flat corporate structure that places only three (3) levels of management between our Managing Partners and our On-Site Management. As a result, we remain easy to do business with and flexible enough to readily adjust to changes in your security requirements.

The Baines Security Consulting Advantage

The Baines Security Consulting Advantage is a philosophy that promotes the continuous use of technology to ensure that you, as a client, receive the greatest return on your investment in security. The first component and foundation of the Baines Security Consulting Advantage is our use of the Officer Reports. Using Officer Reports helps ensure that quality control is integrated into every facet of your security program, resulting in a high quality and responsive service that

delivers consistently successful results. The second component of The Baines Security Consulting Advantage is an online applicant tracking system used to improve our overall quality of employee candidates and assists in attracting top talent. By using this system, we have seen our annual personnel turnover rate averages drop significantly below industry trends. The third and last piece to the Baines Security Consulting Advantage is our 24-Hour Support Center. The support center ensures that your officers' performance and attendance are always closely monitored. By combining the Baines Security Consulting Advantage with our seasoned management team, we are sure to improve the effectiveness of your security program and in turn your overall satisfaction.

Transition and Quality Control

Security Officer Agency transitions can often times be a very anxious time for clients, unless a comprehensive and proactive transition plan is established beforehand. We have outlined a Transition, Quality Control, and Staff Retention plan that should fit your requirements. Please note that in order to execute the proposal as outlined, we require a minimum of 30-day transition period.



Exhibit B

Hourly Rates

OUSD
Oakland Ca

PROPOSED PRICING

Wages: The rates listed below are based on performance requirements provided at the time of proposal for these your location:

Proposed Billing Rate/Location				
<i>Description</i>	<i>Hours/WK</i>	<i>Hourly Bill Rate</i>	<i>OT/Holiday Bill Rate</i>	<i>Approx. Annual Spend (Without Holidays)</i>
Unarmed Officer	TBD	\$ 32.50	\$ 48.75	\$ TBD
Armed Officer	TBD	\$ 45.00	\$ 67.50	\$ TBD
Total				\$ TBD

Emergency and Additional Service Orders: Baines Security Consulting will bill at a double-time rate (2.0x) of the standard "Hourly Rate" provided in this pricing proposal for any additional service order, such as emergency services, requested by OUSD with 48 hours or less prior notice. Additional service orders requested more than 72 hours, but less than 7 days in advance, will be billed at a time-and-a-half rate (1.5x) of the standard "Hourly Bill Rates". Any additional service requested more than 7 days in advance will be billed at the standard "Hourly Bill Rates", or as negotiated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2020

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.

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).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94308	CONTACT NAME PHONE (A/C, No., Ext.) (855) 222-5819 FAX (A/C, No.) E-MAIL ADDRESS support@nextinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. NAIC # 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 Mario Baines
 Baines Security Consulting Inc
 562 14th St
 Oakland, CA 94612

COVERAGES **CERTIFICATE NUMBER:** 3953225 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NXTN5T2N5V-00-GL	08/10/2020	06/10/2021	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$100,000.00 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER **CANCELLATION**

Mario Baines Baines Security Consulting Inc 562 14th St Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Security Services at Various School Sites	Site	00918
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	Baines Security Consulting	Agency's Contact	Mario Baines		
OUSD Vendor ID #	007952	Title	Owner		
Street Address	562 14 th Street, Suite 104	City	Oakland	State	CA
Telephone	510-367-6086	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	00918				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-8-2022	Date Work Will End By (not more than 5 years from start date: for construction contracts, enter planned completion date)	6-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$99,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655 0000	Fund 21 Measure J	210-9655-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$99,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director Facilities Planning and Management	Signature	<i>[Signature]</i>		
		Date Approved	8/19/22		
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>[Signature]</i>		
		Date Approved	8/19/22		
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>[Signature]</i>		
		Date Approved	8/19/22		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature	<i>[Signature]</i>		
		Date Approved	9-15-2022		