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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Dan Bellino, Chief of Staff

Meeting Date August 13, 2025

Subject Request for Award of Bid No. 25-161COS and Approval of Agreement with Elite Security Services

Ask of the Board Approval by the Board of Education of Award of Bid (RFP) No. 25-161COS and contract agreement between the District and Elite Security Services, Oakland, CA, for the latter to provide: an extra layer of unarmed, non-law enforcement on-site security personnel who can monitor the perimeter, entryways, and safe passages to campuses, potential threat assessment and deescalate current safety related issues. This contract will be for the 2025-26 academic year and temporarily assigned placements will be determined by senior staff on behalf of requests from school, department and Board leadership for the period of August 11, 2025 through June 30, 2026 in an amount not to exceed \$1,000,000.00

Background and Discussion The events from the beginning of the 2023-24 academic year, the resounding positive feedback from schools served in 2024-25 and the continued need going into 2025-26 have reaffirmed the need for additional safety and security measures on and around our District grounds, including school sites and School Board meetings. Additional capacity is needed in collaboration with existing District employees to provide safety and security services to schools and campuses experiencing increased levels of concern giving bomb threats, disturbing social media activity, active shooter incidents and multiple other incidents of violence and safety issues. On June 13, 2025, The Office of Chief of Staff advertised Invitation for Bid (RFP) No. 25-161COS. One vendor responded to the RFP. Elite Security Services was evaluated and selected on the following criteria: interest in the body of work, execution of scope of work, cost of services, community presence, and local partnerships.

Fiscal Impact

Cost: Not to exceed \$1,000,000.00

Attachment(s)

- Elite Security Services Agreement
- RFP No. 25-161COS Community-Based Safety Services
- Elite Security Services Response to RFP No. 25-161COS
- Notice of Intent to Award Bid RFP No. 25-161COS



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
- 11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
- 12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
- 14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees 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.

VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive,

VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **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.
32. **Litigation.** This AGREEMENT shall be deemed to 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.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such

contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

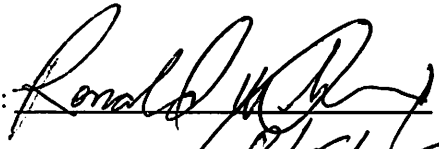
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Ronald Muhammad

Signature: 

Position: Owner

Date: 8/5/25

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jennifer Brouhard

Signature: _____

Position: Board President

Date: _____

☒ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department



SERVICES AGREEMENT

EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Elite Security Services

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: _____

Contractor will provide an extra layer of unarmed, non-law enforcement on-site security personnel who can monitor the perimeter, entryways, and safe passages to campuses, potential threat assessment and deescalate current safety related issues. This contract will be for the 2025-2026 academic year and focused on placements at school sites (to provide tier-three, emergency and temporary safety support) as well as School Board and Committee Meetings.

Clause 2: **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: August 11, 2025

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2026

Clause 3: **Compensation.**

VENDOR may impose the following costs on families and students: None

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 12: Legal Notices.

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Elite Security Services
Address: 911 Adeline St
City, ST Zip: Oakland, CA 94607
Phone: (510) 927-6709
Email: mr_muhammad510@hotmail.com

Clause 16: Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- ☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 17: Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 19: Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☒ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:



EXHIBIT A

VENDOR: _____

[illegible]

End date: _____

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 12: Legal Notices.

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: _____
Address: _____
City, ST Zip: _____
Phone: _____
Email: _____

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- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 25-161COS
COMMUNITY-BASED SAFETY SERVICES
FOR OFFICE OF THE CHIEF OF STAFF

OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
July 8, 2025 at 2:00 p.m. pst.

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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Schedule Of Events

The following schedule will be used by the District.

DATE	ACTION
Solicitation First Posted:	June 13, 2025
Pre-Bid Conference*:	June 20, 2025 at 12:30 p.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	June 25, 2025 at 4:00 p.m. pst
Proposal/Bid Submitted to District:	July 08, 2025 at 2:00 p.m. pst
Potential Interviews (If Necessary):	July 14-15, 2025
Selection Notice(s):	July 22, 2025
Contract Start Date:	August, 2025

****What is a Pre-Bid Conference?** A pre-bid conference is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work. Optional Online Meeting.*

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary. The District reserves the right to amend or cancel this proposal at any time. Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Procurement Department
[*procurement@ousd.org*](mailto:procurement@ousd.org)

NOTE: Contacting Board members and/or any District staff other than the procurement department, may disqualify the proposer from the selection process.

Background Information

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD is located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

Introduction

Oakland Unified School District is committed to providing welcoming, well-supervised campuses and community spaces for all students, families, staff and visitors. To complement the important work of our Culture & Climate Ambassadors and site-based Safety Teams, the District seeks an experienced private-patrol partner to provide unarmed, community-based security personnel who will focus on exterior perimeters and safe-passage routes before, during and after the instructional day.

OUSD's internal Culture & Climate Ambassadors and site-based Safety Teams focus on inside-the-gate supports: hallway supervision, classroom de-escalation, and culture-building activities. They are not staffed for continuous coverage of parking lots, curbside corridors, surrounding streets, or entry queues where many incidents originate. Principals report that added perimeter guards "prevent issues from escalating and help de-escalate major incidents both on and around campuses."

To close this gap, OUSD seeks a qualified private-patrol partner to supply unarmed, community-based security personnel dedicated to the external perimeter of school and district facilities.

Scope Of Work

- Monitor sidewalks, bus stops, parking lots, and building entrances during high-traffic periods.
- Provide safe-passage supervision before school, at lunch, and at dismissal—times identified by site leaders as most vulnerable.

- Serve as an on-call rapid-response team for emerging off-campus threats that could spill onto school property.
- Coordinate with on-site Culture & Climate Ambassadors, site administrators, and the Executive Director, Safety to ensure seamless hand-offs between perimeter and on-campus safety coverage.

Oakland Unified School District School Directory can be found [here](#).

Sample Schedule (exact hours determined by District staff in accordance with District needs and requirements)

<i>Days</i>	<i>Schedule</i>	<i>Total Daily Hours</i>
<i>Monday - Friday</i>	<i>8:00am - 4:00pm</i>	<i>8</i>

Distinction from Existing District Staff

<i>Function</i>	<i>Existing OUSD Personnel</i>	<i>Proposed Contracted Guards</i>	<i>Added Value</i>
<i>Primary Coverage</i>	<i>Classrooms, hallways, quads, cafeterias</i>	<i>Sidewalks, parking lots, school perimeters, meeting venues</i>	<i>Creates a full 360° security ring around each site</i>
<i>Core Duties</i>	<i>Student culture building, interior de-escalation, restorative interventions</i>	<i>Perimeter patrol, visitor screening, crowd & traffic control, threat deterrence</i>	<i>Frees District staff to stay focused on instructional climate</i>
<i>Staffing Flexibility</i>	<i>Fixed school assignment; limited surge capacity</i>	<i>24/7 dispatch; redeployable across 80+ sites & evening Board/committee meetings</i>	<i>Rapid coverage for incident “hot spots” as they arise</i>
<i>Training</i>	<i>Youth culture & climate</i>	<i>Youth de-escalation plus community-security operations, safe-passage protocols, CPR/First Aid</i>	<i>Adds skills tailored to public-access environments</i>

Term of Agreement

The initial term of agreement shall be effective from August 2025 through June 30, 2026. The District reserves the option to renew the agreement for up to two (2) additional one-year terms, subject to satisfactory performance, mutual written agreement, and the availability of funding.

Minimum Requirements

Local Presence & Community Relationships

- Applicant must maintain their principal office or a staffed branch office inside the City of Oakland and hold a current Oakland business license.
- Company must demonstrate a minimum of three (3) years of continuous service to K-12, higher-education, or youth-serving organizations within Oakland.
- Provide at least three (3) reference letters from Oakland-based schools, nonprofits, or neighborhood safety coalitions attesting to successful collaboration and knowledge of local community dynamics.

Workforce Drawn from the Community

- At least 50 % of assigned guards must reside in Oakland or adjoining East Bay ZIP codes, with a clear local-hiring and career-pathway plan submitted as part of the proposal.

City & Neighborhood Expertise

- Identifies recent safety trends, community-based resources, and youth-serving partners in each area.
- Explains how the company has successfully collaborated with at least **two local stakeholder groups per area** (such as merchant associations, violence-prevention nonprofits, or faith-based safe-passage programs) during the past three years—supported by letters or MOUs.

Regulatory & Insurance Compliance

- [Insurance Requirements for Security RFP](#)
- Current California BSIS Private-Patrol Operator (PPO) license in good standing.
- General liability coverage of \$5 million per occurrence / \$10 million aggregate and workers-compensation insurance meeting California statutory limits.

Capacity & Staffing

- Demonstrated ability to staff up to 30 guard FTE across 80+ sites within 30 days of notice, including surge and rapid-response coverage.

Screening, Training & Reporting

- 100 % DOJ/FBI fingerprint clearance, TB screening, and vaccination compliance for all personnel.
- Completion of 20 hours pre-service training (youth de-escalation, trauma-informed practice, CPR/First Aid, incident-reporting protocols) plus 8-hour annual refresher.
- Use of a digital incident-reporting platform capable of real-time logging and monthly CSV/API data export to OUSD Safety & Operations.

Provider Outcomes and Deliverables

The selected contractor will maintain a 360-degree safety ring around every OUSD campus by (1) staffing perimeter posts and mobile patrols that keep parking lots, sidewalks, bus stops, and entry gates covered during all high-traffic periods; (2) responding to emergent off-campus threats within 15 minutes, 24 hours a day; (3) supplying real-time digital incident logs and a concise monthly dashboard so District leadership can track staffing fill rates, response times, and perimeter-incident trends; (4) completing an initial risk assessment for each site within 30 days and providing quarterly refreshes that recommend route or staffing adjustments; and (5) demonstrating strong local roots by hiring at least half of all guards from Oakland or adjacent ZIP codes and actively collaborating with neighborhood safety partners throughout the contract term.

Proposal Evaluations And Scoring

This request is designed to select the proposer that works best for the District. Award(s) will be to the best value responsible Vendors who submit responsive proposals based on the evaluation criteria established in the RFP. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Application & Cover Letter - Statement/Letter of Interest	5
2. Ability to Execute & Approach to Scope of Work/Scope of Services	25
3. Cost To The District-Fee/Service Rate	30
4. Experience, Qualification and References	25
5. Community Presence & Local Partnerships	15
Total	100

Each best value category shall be scored separately using the scoring guide below.

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the solicitation requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **July 08, 2025 at 2:00 p.m. pst**

Proposal shall be submitted with subject line:

“RFP Proposal # 25-161COS Community-Based Safety Services ”

*When submitting your proposal, be sure to get a ticket number or confirmation email.

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 3:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view in Exhibit A, attached below. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This solicitation, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this solicitation.**

Proposal Format

1) **Oakland Unified School District Application & Cover Letter:** In a maximum of two (2) pages. Explain your interest in this body of work and why you wish to work with Oakland Unified School District students & staff. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.

2) **Ability to Execute & Approach to Scope of Work :** *(Include section title in proposal)*

In a maximum of ten (10) pages. This section should demonstrate that the proposer understands the desired overall performance expectations.

Include a work plan and timeline for performing the services required. Provide a narrative of approach to the scope of work that succinctly describes how the provider will accomplish the desired outcomes and deliverables. Include a complete narrative of the Proposer's assessment of the work to be performed, as well as the ability and approach, and the resources necessary to fulfill the requirements.

3) **Cost to the District - Fee/Service Rate Schedule:** *(Include section title in proposal)*

Submit a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the Proposal Price Form Template located in Exhibit D (Proposal Price Form) or submit their own detailed price document. Cost of services should include billing rates, extra services, additional costs.

4) **Experience, Qualification and References:** *(Include section title in proposal)*

In a maximum of five (5) pages. Explain your experience related to the scope of work. The response should specifically indicate current and historical expertise in providing services detailed in the component.

In addition, please provide the names and résumés of lead staff who would be working with the District, and identify individuals by responsibility. Please indicate who the primary contact will be and who will be responsible for the day to day work with the District.

Provide a list of three (3) references which have been performed in the past five (5) years, located in Exhibit C or provide their own reference template.

5) **Community Presence & Local Partnerships:** *(Include section title in proposal)*

In a maximum of five (5) pages. This section should demonstrate the proposer's local footprint in Oakland / the East Bay and the strength of its community collaborations —without duplicating résumé or corporate-history information already provided in

Section 4. Please address each item below:

- **Oakland Footprint** – State the number of consecutive years the firm has operated in Oakland / East Bay and provide current staffing data (total guards assigned to the region and the percentage who reside in Oakland).
- **Key Community Partnerships** – Briefly describe up to three (3) active partnerships with Oakland-based organizations, neighborhood councils, or schools that support perimeter safety or safe-passage efforts. For each partnership, specify:
 - Partner name and length of relationship
 - Roles and responsibilities of both parties
 - One measurable outcome to date (e.g., decrease in after-hours incidents, volunteer hours logged, youth-employment placements)
- **Evidence of Impact** – Offer two concrete indicators—qualitative or quantitative—showing how the firm’s local presence and partnerships have improved school-community safety or neighborhood relations.
- **Optional Letters/MOUs** – Up to two (2) letters of support or executed MOUs may be included in Exhibit C.

6) **List of Exhibits**: Complete all the Exhibits.

Oakland Unified School District Application

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

Tax Classification:	☐	Individual
	☐	Corporation
	☐	Partnership
	☐	Other
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	☐	No
	☐	Yes
If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	☐	No
	☐	Yes
If yes, provide details including the name of the other party:		

Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	☐	No
	☐	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	☐	No
	☐	Yes
If yes, provide details:		



List Of Exhibits

- Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
- Exhibit B: Awarded Contract Requirements
- Exhibit C: References
- Exhibit D: Proposal Price Form
- Exhibit E: Terms and Conditions
- Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion
- Exhibit G: Worker's Compensation Acknowledgement
- Exhibit H: Fingerprinting Notice and Acknowledgement
- Exhibit I: Non-Collusion Declaration
- Exhibit J: Authorized Vendor Signature - Point of Contact

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement(s)

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract Insurance Requirements may be subject to change**

To view click here: [SERVICES AGREEMENT](#)

If having a hard time opening templates, please email procurement@ousd.org for a copy.

Signature

Print Name

Title

Date

Exhibit B: Awarded Contract Requirements

Please review the requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.

All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with <u>ANY</u> contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): \$5,000,000 per occurrence and \$10,000,000 aggregate Certificate Holder must read: <i>Oakland Unified School District;</i> <i>ATTN-Risk Management;</i> <i>1011 Union St, Site 987; Oakland, CA 94607;</i> 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. <u>For Agency Vendors</u> a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." <u>For Individuals (Non-Agency Vendors)</u> a) TB Test Results b) Fingerprinting (how to instructions at a later time)

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Exhibit C: References

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Exhibit D: Proposal Price Form

Service Description

Contractor will provide perimeter safety supervision and rapid-response coverage as outlined in the Scope of Work, including:

- Monitoring of sidewalks, parking lots, bus stops, and building entrances
- Safe-passage supervision during high-traffic school hours (before school, lunch, dismissal)
- Rapid-response deployment for emerging off-campus threats
- Coordination with District staff for seamless safety coverage

Pricing Table

Description	Hourly Rate (Per Guard)	# of Guards Proposed	Estimated Daily Hours (Per Guard)	Total Daily Cost
Regular Coverage (M–F, 8:00 AM–4:00 PM)	\$ _____	_____	8	\$ _____
On-Call / Rapid Response (As Needed)	\$ _____	_____	Variable	\$ _____
Evening/Weekend Coverage (If Applicable)	\$ _____	_____	Variable	\$ _____
Other (Specify):	\$ _____	_____	Variable	\$ _____

*Note: All rates must be fully burdened (inclusive of wages, training, uniforms, supervision, benefits, overhead, and administrative costs).

Total Estimated Monthly Cost

\$ _____ (Based on standard weekday coverage)

Authorized Signature

I certify that the rates provided above are accurate and binding for a period of not less than 90 days from the proposal due date.

Signature: _____

Name/Title: _____

Company Name: _____

Phone: _____

Email: _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be

encountered in performing the work.

3. Bidder Agreement – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Designee.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any

loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: _____

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____[Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____[DATE] for the purposes of submission of this bid.

By
Print Name: _____

Signature: _____

Date: _____

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity,

you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of
_____ [*insert name of business entity*] , have read the
foregoing and agree that _____ [*insert name of*
business entity] will comply with the requirements of Education Code §45125.1 as
applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of

methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name], am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit I: Non-Collusion Declaration

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- I. **Oakland Unified School District Application & Cover Letter:** Explain your interest in this body of work and why you wish to work with Oakland Unified School District students & staff. Include your agency/organization name and core contacts with names, titles, emails, and phone numbers.

Elite Security Services – Statement of Interest

Elite Security Services is a private patrol security company based in the Oakland Bay Area that provides a comprehensive slate of security services tailored to each client's unique needs. With over 20 years of experience managing contracts across both public and private sectors, we support daily operations as well as specialized events and emergent situations.

Our organization is built on the foundational values of local hiring, community investment, and exemplary service. We pride ourselves on being community-built and community-led, and our reputation in Oakland reflects a deep commitment to both giving back and staying attuned to the evolving needs of those we serve.

For the past decade, Elite Security Services has had the honor of providing dedicated security coverage for Oakland Unified School District (OUSD), adapting our approach to meet the dynamic needs of its students, staff, and campuses year-round. Since 2023, our expanded services have included full-time coverage across multiple OUSD sites, including:

- Bridges Academy at Melrose
- Castlemont High School
- Chabot Elementary
- Dewey Academy
- Esperanza Elementary
- Fremont High School
- Frick Middle School
- KABOOM
- La Escuelita Elementary
- Laurel Childhood Development Center

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- Madison Park Academy
- McClymonds High School
- Melrose Leadership Academy
- Oakland Technical High School
- OUSD Athletic Games (event staffing requirements vary)
- OUSD Office Site (New Location / Prior Cole Elementary)
- Piedmont Elementary
- Reach Academy
- School Board Meetings
- Skyline High School

We bring a dynamic, holistic, and wraparound approach to security — employing reliable staff who are deeply rooted in the Oakland community, many of whom are OUSD alumni themselves. This intimate understanding of OUSD’s environment positions our team to respond with empathy, effectiveness, and professionalism.

Elite Security Services is also known for its rapid response capabilities (same day), including security mobilization for strikes, Board meetings, and night watches, ensuring continuity and safety in complex and emergent situations. Our longstanding personnel are familiar with OUSD-specific protocols and procedures, allowing for seamless integration with district operations.

Our continued interest in serving OUSD stems from a genuine commitment to Oakland’s educational ecosystem and the opportunity to contribute to a safe, nurturing environment for the city’s future leaders.

Agency Contact Information

Elite Security Services

Principal/Owner: Ronald Muhammad

Phone: (510) 927-6709

Email: mr_muhammad510@hotmail.com

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- II. **Ability to Execute & Approach to Scope of Work :** In a maximum of ten (10) pages. This section should demonstrate that the proposer understands the desired overall performance expectations. Include a work plan and timeline for performing the services required. Provide a narrative of approach to the scope of work that succinctly describes how the provider will accomplish the desired outcomes and deliverables. Include a complete narrative of the Proposer's assessment of the work to be performed, as well as the ability and approach, and the resources necessary to fulfill the requirements.

Elite Security Services – Proposed Work Plan, Timeline, and Scope of Services

Elite Security Services understands the critical role safety plays in the learning environment and is fully committed to delivering comprehensive patrol services aligned with the expectations of the Oakland Unified School District (OUSD). We recognize that schools require not only physical security presence but also informed and community-aware personnel capable of de-escalation, rapport building, and crisis response.

Work Plan & Service Approach

Elite Security Services typically provides 2 uniformed security personnel per school site and may scale up depending on the unique needs and layout of each campus. Security schedules are customized and typically begin 30 minutes to 1 hour prior to the start of the first academic period and continue until 30 minutes to 1 hour after the final bell, ensuring safe entry and exit from school grounds, while also providing perimeter monitoring before and after instructional hours.

Our standard services include:

- **Daily Perimeter Security and Patrols:** Officers conduct consistent monitoring of entrances/exits, parking lots, and high-traffic zones.
- **Building Entry Oversight:** Staff monitor access points and assist with visitor management in coordination with school administrators.
- **Conflict De-escalation and Student Engagement:** Officers are trained in restorative practices and youth engagement techniques to contribute positively to school culture.
- **Emergency Preparedness and Response:** Personnel are briefed and drilled on OUSD-specific emergency procedures and lockdown protocols.
- **Incident Reporting and Documentation:** Officers provide real-time reporting for daily occurrences and critical events using standardized templates.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- **Rapid Response Readiness:** Flex staffing for strikes, special events, Board meetings, and night watches, with immediate dispatch capability.

Timeline & Staffing Model

Security coverage will be tailored according to each school's bell schedule and critical activities calendar. Staffing levels are assessed at the beginning of each semester and adjusted as needed in collaboration with school administrators and OUSD security liaisons.

- **Start of School Year (August):** Kickoff with full staffing at contracted sites, orientation meetings with site administrators, and site-specific walkthroughs.
- **Mid-Year Review (January):** Staffing performance assessments and adjustments based on semester trends and emergent needs.
- **Year-End Evaluation (May/June):** Compile service metrics, feedback, and improvement recommendations for the following academic cycle.

In emergent situations, our team can mobilize additional officers within 2 hours to ensure coverage continuity.

Assessment & Resources

Elite Security Services assesses each OUSD site for:

- **Environmental Risk Factors:** Neighborhood profile, campus layout, and community needs.
- **Student and Staff Population Dynamics:** Identifying age groups, behavioral trends, and cultural sensitivities.
- **Historical Incident Patterns:** Reviewing site history to implement proactive prevention strategies.

Resources required and committed include:

- A **dedicated team of officers** who are CPR-certified, trained in youth interaction protocols, and vetted through comprehensive background checks.
- A **site-specific deployment plan**, reviewed regularly for effectiveness and updated based on administrator and community input.
- A **client relationship manager** who oversees day-to-day communications with OUSD personnel, ensuring responsiveness and accountability.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

Elite Security Services delivers not just presence, but peace of mind — through staffing that mirrors the community and an approach that protects, listens, and empowers.

- III. **Cost to the District - Fee/Service Rate Schedule:** Submit a fully executed RFP price form, fully executed in accordance with the instructions to the District. Providers can complete the Proposal Price Form Template located in Exhibit D (Proposal Price Form) or submit their own detailed price document. Cost of services should include billing rates, extra services, additional cost

Exhibit D: Proposal Price Form

Pricing Table

Description	Hourly Rate (Per Guard)	# of Guards Proposed	Estimated Daily Hours (Per Guard)	Total Daily Cost
Regular Coverage (M–F, 8:00 AM–4:00 PM)	\$ 50.00	2 - 4	8	\$ 800.00 - \$1,600.00
On-Call / Rapid Response (As Needed)	\$ 50.00	2	Variable	\$ Variable
Evening/Weekend Coverage (If Applicable)	\$ 50.00	2	Variable	\$ Variable
Other (Specify): Athletic Games	\$ 50.00	4	Variable	\$ Variable

*Note: All rates must be fully burdened (inclusive of wages, training, uniforms, supervision, benefits, overhead, and administrative costs).

Total Estimated Monthly Cost

\$ 16,000.00 - \$32,000.00 (Based on standard weekday coverage)

Authorized Signature

I certify that the rates provided above are accurate and binding for a period of not less than 90 days from the proposal due date.

Signature: Ronald Muhammad (Digital Signature)

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

Name/Title: Ronald Muhammad, Principal/Owner_____

Company Name: Elite Security Services_____

Phone: 510-927-6709_____

Email: mr_muhammad510@hotmail.com_____

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

IV. Experience, Qualification and References: In a maximum of five (5) pages. Explain your experience related to the scope of work. The response should specifically indicate current and historical expertise in providing services detailed in the component. In addition, please provide the names and résumés of lead staff who would be working with the District, and identify individuals by responsibility. Please indicate who the primary contact will be and who will be responsible for the day-to-day work with the District. Provide a list of three (3) references which have been performed in the past five (5) years, located in Exhibit C, or provide their own reference template.

Elite Security Services – Experience, Qualifications & References

Elite Security Services brings over two decades of experience in private patrol and site-based security services, with a specialized focus on academic environments. Our work with the Oakland Unified School District (OUSD) over the past three years has demonstrated our ability to deliver consistent, responsive, and community-rooted security coverage across a diverse range of school sites.

Experience & Expertise

Elite Security Services has provided full-time and rapid-response security services to OUSD since 2023, covering over 18 school sites and district events. Our scope of work includes:

- **Daily campus patrols and perimeter monitoring**
- **Visitor and access control**
- **Conflict de-escalation and student engagement**
- **Emergency response and lockdown support**
- **Strike coverage and night watches**
- **School meeting security and crowd management**

Our officers are trained in youth-centered engagement, restorative practices, and emergency protocols specific to OUSD. Many of our staff are OUSD alumni, which enhances their ability to connect with students and staff while maintaining a safe and respectful environment.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

In addition to our academic site expertise, Elite Security Services has provided private security, group security, and transportation services for high-profile public officials and civic institutions, demonstrating our capacity to operate in complex, high-visibility environments:

- Oakland Mayor Barbara Lee – Provided pre- and post-election security and transportation services over a two-year period, including the most recent inauguration event at Jack London Square, which drew large crowds and required coordinated crowd management and perimeter control.
- U.S. Congresswoman Lateefah Simon – Delivered private security and transportation services for public appearances and community engagements, ensuring safety and discretion for a federal representative known for her advocacy and visibility.
- Alameda County Public Defender’s Office – Supported annual re-entry events and community rallies with group security and crowd management, reinforcing our commitment to restorative justice and community reintegration efforts.

These engagements reflect our ability to manage sensitive logistics, coordinate with law enforcement and city officials, and maintain a professional presence in dynamic public settings.

Lead Staff & Roles

- **Primary Contact (Principal/Owner):**
Ronald Muhammad
Phone: (510) 927-6709
Email: mr_muhammad510@hotmail.com
Role: Contract oversight, strategic planning, and client liaison

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- **Operations Manager:**
Doral Myles
Phone: 510-827-7585
Email: mr_muhammad510@hotmail.com
Role: Day-to-day staffing coordination, site assessments, and incident reporting
- **Field Supervisor:**
Chris Lee
Phone: 510-689-3654
Email: mr_muhammad510@hotmail.com
Role: On-site staff support, quality assurance, and emergency response coordination

Note: Résumés for lead staff will be included in the appendix of this proposal.

References (Past 5 Years)

- **Reference #1:**
Barbara Lee – Mayor of Oakland
Address: 1 Frank H. Ogawa Plaza, 3rd Floor, Oakland, CA 94612
Phone Number: (510) 238-3141
Email: officeofthemayor@oaklandca.gov
Services Provided: private patrol security and transportation
Duration of Services: 2 years

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- **Reference #2**

Rodney Brooks – Public Defender, Alameda County

Address: 1401 Lakeside Drive, Ste. 400, Oakland, CA 9461

Phone Number: 510-272-6600

Email: rodney.brooks2@acgov.org

Services Provided: private patrol and group security

Duration of Services: 8 years

- **Reference #3**

Lateefah Simon – United States Congresswoman, 12th District

Local District Location: Oakland, CA (address suppressed)

Phone Number: (510) 763-0370

Email: N/A (Phone, US Mail, or Website Form)

Services Provided: private patrol security and transportation

Duration of Services: 2 years

Each of these individuals has worked directly with Elite Security Services and can speak to our professionalism, responsiveness, and impact within the Oakland community.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- V. Community Presence & Local Partnerships: In a maximum of five (5) pages. This section should demonstrate the proposer's local footprint in Oakland / the East Bay and the strength of its community collaborations without duplicating résumé or corporate-history information already provided in Section 4. Please address each item: a. Oakland Footprint – State the number of consecutive years the firm has operated in Oakland / East Bay and provide current staffing data (total guards assigned to the region and the percentage who reside in Oakland); b. Key Community Partnerships – Briefly describe up to three (3) active partnerships with Oakland-based organizations, neighborhood councils, or schools that support perimeter safety or safe-passage efforts. For each partnership, specify:
- Partner name and length of relationship
 - Roles and responsibilities of both parties
 - One measurable outcome to date (e.g., decrease in after-hours incidents, volunteer hours logged, youth-employment placements)
 - Evidence of Impact – Offer two concrete indicators—qualitative or quantitative—showing how the firm's local presence and partnerships have improved school-community safety or neighborhood relations.

Elite Security Services – Local Footprint & Community Collaborations

Oakland Footprint

Elite Security Services has operated continuously in the Oakland / East Bay region for over 20 years, with a sustained presence across school sites, civic events, and public institutions. As of the current reporting period:

- Total Guards Assigned to the Region: >30
- Percentage Residing in Oakland: 100%

Our staffing model prioritizes hiring from within the community, with many guards being OUSD alumni and long-term Oakland residents. This approach fosters trust, cultural alignment, and a deeper understanding of the neighborhoods we serve.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
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Key Community Partnerships

Elite Security Services maintains active collaborations with local organizations that enhance perimeter safety and safe-passage efforts for students and families within the community. Below are three current partnerships:

1. West Oakland Networking (WON)

- **Length of Relationship:** 15 years
- **Roles & Responsibilities:**
 - *Elite Security Services:* Provides patrol support during West Oakland based community events.
 - *WON:* Coordinates community priorities, events, and facilitates communication between residents and council.
- **Measurable Outcome:**
 - Reduced crime and violence incidents within serviced neighborhoods.

2. Makin' Moves Motorcycle Club

- **Length of Relationship:** 10 years
- **Roles & Responsibilities:**
 - *Elite Security Services:* Offers logistical support and crowd safety coordination during community outreach events.
 - *Makin' Moves Motorcycle Club:* Leads community events, youth mentoring, and peace rides within high-risk Oakland corridors.
- **Measurable Outcome:**
 - Over 150 community events, youth mentoring sessions, and peace rides completed, with zero reported incidents during events (2015–2024).

From: Elite Security Services
To: Oakland Unified School District
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3. Deeply Rooted Services Collaborative

- **Length of Relationship:** 15 years
- **Roles & Responsibilities:**
 - *Elite Security Services:* Participates in community engagement forums and provides security for Deeply Rooted's cultural, clean-up, and planning events.
 - *Deeply Rooted:* Leads equity-focused planning, neighborhood clean-up, and community outreach across East and West Oakland.
- **Measurable Outcome:**
 - Logged 15,000+ volunteer hours by Elite staff supporting Deeply Rooted events and safety planning sessions (2015–2024).

Evidence of Impact

Elite Security Services' embedded presence and partnerships have yielded tangible improvements in school-community safety and neighborhood relations:

1. Qualitative Indicator:

- School administrators at OUSD school sites report increased student engagement and reduced behavioral escalations during arrival and dismissal times, attributed to consistent and culturally aware security presence.

2. Quantitative Indicator:

- Across partnered school sites, OUSD staff shared a decrease in perimeter-related incidents over the past three academic years (2022–2025), correlating with expanded Elite Security Services coverage and community coordination.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

APPENDIX: RESUMES

PRINCIPAL/OWNER

Ronald Muhammad
Phone: 510-927-6709

PROFESSIONAL SUMMARY

- Over 25 years as an executive security services entrepreneur, community advocate, and activist,
- Excellent interpersonal and negotiation skills with a strong reputation for influencing and productive issue resolution.

PROFESSIONAL EXPERIENCE

ELITE SECURITY SERVICES, Oakland, CA

1993 - Present

CEO/Founder

Lead private patrol and group security company. Provide training in the technique of "Proper-Handling of People." Lead Community Advocates Program navigating through various residential and business issues pertaining to the Community.

Key achievements include:

- Provide patrol and group security and concierge services for private and public sector clients.
- Lead community outreach events across the Oakland Bay Area.
- Provide consultative services for community-based events and issues.

ACORN COURTYARD & TOWNHOUSES, Oakland, CA

2004 - 2025

Acorn Recreation Center Director

Lead recreation center programming and activities for residents of Acorn Courtyard & Townhouses. Programs include philanthropic events/giveaways, toy drives, health & fitness initiatives including swimming and athletic performance within gym facility.

Key achievements include:

- Renovate gym facility with new fitness equipment and machines.
- Activity development benefiting residents within Acorn Courtyard & Townhouses.

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WEST OAKLAND MENTAL HEALTH CENTER, Oakland, CA

1991 - 2001

Counselor

Lead juvenile hall programs including emancipation, which provides youth housing, jobs, and resources to complete education.

Key achievements include:

- Improve graduation rate by 70%.
- Create employment among 100% of the participants.
- Identify housing for 100% of the participants.

COMMUNITY SERVICE

McCLYMONDS ALUMNI ASSOCIATION, Oakland, CA

- Second Vice President, 2009 - Present
- Sergeant-At-Arms, 2008 - Present

WEST OAKLAND NETWORKING (W.O.N.), Oakland, CA

- Founder, 2007 - Present

DEEPLY ROOTED SERVICES, Oakland, CA

- Founder, 2007 - Present

MAKIN MOVES MOTORCYCLE CLUB, Oakland, CA

- Founder and Vice President, 2017 - Present

CERTIFICATIONS

STATE OF CALIFORNIA

Mediator, 1990 - Present

EDUCATION

Sonoma State College, Sonoma, CA

Bachelor of Arts Candidate, Sociology, 1990 - 1991

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

Santa Rose Junior College, Santa Rosa, CA

Studied Sociology, 1989 – 1990

Oregon State University, Eugene, Oregon

Studied Sociology, 1987 - 1989

OPERATIONS MANAGER

Doral Myles

Phone: 510-827-7585

Elite Security
Oakland, CA

January 1999 - Present

Risk Assessment & Planning

- Conduct threat and vulnerability assessments for clients and locations.
- Develop and implement detailed protection plans and evacuation strategies.
- Perform advance site visits to assess security risks.

Close Protection

- Escort clients during travel, events, and daily activities.
- Monitor surroundings and identify potential threats in real-time.
- React swiftly and appropriately to emergencies or hostile situations.

Surveillance & Counter-Surveillance

- Conduct surveillance and detect counter-surveillance efforts.
- Operate and monitor security systems (e.g., CCTV, alarms, access controls).

Logistics & Transportation

- Provide secure transportation using defensive and evasive driving techniques.
- Maintain vehicles in safe and clean condition.

Communication & Coordination

- Consult with local law enforcement and other security personnel.
- Maintain confidentiality and discretion at all times.
- Prepare incident reports, shift logs, and other documentation.

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

FIELD SUPERVISOR

Christopher Lee
Phone: 510-689-3654

Experience

Elite Security
Oakland, CA

January 1999-Present

Risk Assessment & Planning

- Conduct threat and vulnerability assessments for clients and locations.
- Develop and implement detailed protection plans and evacuation strategies.
- Perform advance site visits to assess security risks.

Close Protection

- Escort clients during travel, events, and daily activities.
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Logistics & Transportation

- Provide secure transportation using defensive and evasive driving techniques.
- Maintain vehicles in safe and clean condition.

Communication & Coordination

- Consult with local law enforcement and other security personnel.
- Maintain confidentiality and discretion at all times.
- Prepare incident reports, shift logs, and other documentation.

ABM

San Francisco, CA

March 2019-2020

Lav /Water Driver

- Emptying the lavatories on the airplanes as well as cleaning.
- Conduct security searches on designated aircraft according to regulatory policies, specifications, and standards.
- Position lav truck to aircraft.
- Operate lift to area of aircraft.
- Dump and fill lav truck during and before end of shift.
- Refill planes with water.

From: Elite Security Services
To: Oakland Unified School District
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Due Date: July 8, 2025

City of Oakland
Oakland, CA

August 2018-2019

Parks

- Mix and spray or spread fertilizers, herbicides onto grass, shrubs and trees using hand or automatic sprayers or spreaders.
- Provide proper upkeep of sidewalks, driveways, parking lots and fountains.
- Removed thatch, and trimming around flower beds, walks and walls
- Mulched lawns, aerating, weeding, grubbing.
- Edge lawns, mow using power mowers.
- Operate powered equipment such as mowers, tractors, twin-axle vehicles, chain-saws, electric clippers, sod cutters and pruning saws.
- Mix and spray or spread fertilizers, herbicides onto grass, shrubs and trees using hand or automatic sprayers or spreaders.
- Provide proper upkeep of sidewalks, driveways, parking lots and fountains.

Madison Park Academy
Oakland, CA

August 2006 – February 2018

Security Guard

- Communicate policies and enforcement of procedures for students, personnel, and visitors.
- Provide oversight of school security/personnel, contract security staff vendors.
- Investigate potential crimes and/or related incidents for the purpose of ensuring their understanding and the potential consequences of violation.
- Monitor school facilities for the purpose of providing visibility, maintaining security, and deterring crime.
- Prepare documentation for the purpose of providing written support or conveying information.
- Respond to emergency situations (aggressive behavior, classroom, CPR/First Aid/AED certified, etc.) and address immediate safety concerns.
- Resolve conflicts between students for the purpose of ensuring safety of students/personnel and referring to administration or law enforcement as may be required.
- Patrol assigned areas on foot or in a vehicle to ensure personal, building, and equipment security.
- Examine doors, windows, and gates to determine that they are secure.
- Manage emergency calls and disciplinary measures program.
- Maintain records and status of visitors on campus.
- Check personnel ID badges to allow admittance on campus.
- Monitor video surveillance. Including all access controls and associated systems and applications.
- FEMA, ICS/Nims/Emergency Response Coordinator.
- Security for large scale events.

Coordinator/Student-Staff Support

From: Elite Security Services
To: Oakland Unified School District
Re: Response to Request to RFP Proposal # 25-161COS Community-Based Safety Services
Due Date: July 8, 2025

- Tutor kids with homework.
- Supervise and provide consistent leadership and accountability for the school program.
- Handle concerns faced by students, teachers, and parents.

Head Basketball Coach Girls/High School

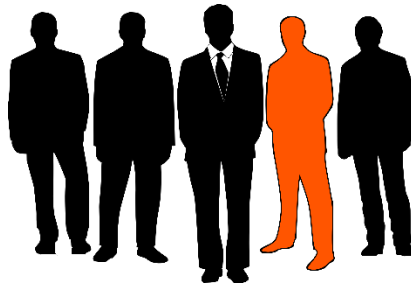
- Provide enrichment programs and fundamentals of basketball.
- Set up games and practice schedules.

Education

Encinal High School, Alameda, CA, HS Diploma

Skills

- Strong ability to understand and follow specific instructions and procedures.
- Proficient in Microsoft Office.
- CPR/First AID/AED certified.
- Profound ability to resolve customer complaints and concerns.
- Ability to formulate sound judgments and handle emergency situations.
- Ability to respond to emergency situations on a frequent basis.
- Security Guard Card
- Security Firearm Permit



Elite Security Services

“Where you and yours are worthy of Elite care”

Ronald Muhammad
911 Adeline Street Street
Oakland, CA 94607
Phone: (510) 927-6709
mr_muhammad510@hotmail.com

**Elite Security Services Response To:
Request for Proposal (RFP) 25-161COS
COMMUNITY-BASED SAFETY SERVICES
FOR OFFICE OF THE CHIEF OF STAFF**

**OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org

phone: (510) 879-2990

Proposal Submitted:

July 7, 2025

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAW

Oakland Unified School District Application

Company Name:	Elite RMB Security LLC (dba Elite Security Services)		
Address:	911 Adeline Street Oakland, CA 94607		
Primary Contact Person: Title:	Ronald Muhammad Principal/Owner	Secondary Contact Person: Title:	Doral Myles Operations Manager
Email:	mr_muhammad510@hotmail.com	Email:	mr_muhammad510@hotmail.com
Telephone #:	510-927-6709	Telephone #:	510-827-7585
Website (if applicable):			

Tax Classification: Limited Liability Company	☐	Individual
	☐	Corporation
	☐	Partnership
	☒	Other
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	☒	No
	☐	Yes
If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	☒	No
	☐	Yes
If yes, provide details including the name of the other party:		

Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	☒	No
	☐	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	☒	No
	☐	Yes
If yes, provide details:		



List Of Exhibits

- Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
- Exhibit B: Awarded Contract Requirements
- Exhibit C: References
- Exhibit D: Proposal Price Form
- Exhibit E: Terms and Conditions
- Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion
- Exhibit G: Worker's Compensation Acknowledgement
- Exhibit H: Fingerprinting Notice and Acknowledgement
- Exhibit I: Non-Collusion Declaration
- Exhibit J: Authorized Vendor Signature - Point of Contact

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement(s)

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract Insurance Requirements may be subject to change**

To view click here: [SERVICES AGREEMENT](#)

If having a hard time opening templates, please email procurement@ousd.org for a copy.

Ronald Muhammad (Digital Signature)

Signature

Ronald Muhammad

Print Name

Principal/Owner

Title

July 7, 2025

Date

Exhibit B: Awarded Contract Requirements

Please review the requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.

All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students

1. Resume for individuals or a Stmt of Qualifications for Companies;
2. Proof of the following types of insurances via an ACORD sheet:
 - Commercial General Liability
 - Professional Liability or Corporal Punishment Ins.
 - Improper Sexual Conduct & Physical Abuse Liab.OR Sexual Abuse & Molesation (SAM)
Policy Limits (minimum): \$5,000,000 per occurrence and \$10,000,000 aggregate
Certificate Holder must read:
Oakland Unified School District;
ATTN-Risk Management;
1011 Union St, Site 987; Oakland, CA 94607;
3. Policy Endorsement that names Oakland Unified School District as an Additional Insured
4. For Agency Vendors
 - a) Proof of Workers Comp. Insurance via ACORD
 - b) Agency Letter: (On company letterhead stating)
"All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements."
"ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD."
"Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand."For Individuals (Non-Agency Vendors)
 - a) TB Test Results
 - b) Fingerprinting (how to instructions at a later time)

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Exhibit C: References

References (Past 5 Years)

- **Reference #1:**
Barbara Lee – Mayor of Oakland
Address: 1 Frank H. Ogawa Plaza, 3rd Floor, Oakland, CA 94612
Phone Number: (510) 238-3141
Email: officeofthemayor@oaklandca.gov
Services Provided: private patrol security and transportation
Duration of Services: 2 years
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Rodney Brooks – Public Defender, Alameda County
Address: 1401 Lakeside Drive, Ste. 400, Oakland, CA 9461
Phone Number: 510-272-6600
Email: rodney.brooks2@acgov.org
Services Provided: private patrol and group security
Duration of Services: 8 years
- **Reference #3**
Lateefah Simon – United States Congresswoman, 12th District
Local District Location: Oakland, CA (address suppressed)
Phone Number: (510) 763-0370
Email: N/A (Phone, US Mail, or Website Form)
Services Provided: private patrol security and transportation_
Duration of Services: 2 years

Exhibit D: Proposal Price Form

Service Description

Contractor will provide perimeter safety supervision and rapid-response coverage as outlined in the Scope of Work, including:

- Monitoring of sidewalks, parking lots, bus stops, and building entrances
- Safe-passage supervision during high-traffic school hours (before school, lunch, dismissal)
- Rapid-response deployment for emerging off-campus threats
- Coordination with District staff for seamless safety coverage

Pricing Table

Description	Hourly Rate (Per Guard)	# of Guards Proposed	Estimated Daily Hours (Per Guard)	Total Daily Cost
Regular Coverage (M–F, 8:00 AM–4:00 PM)	\$ 50.00	2 - 4	8	\$ 800.00 - \$1,600.00
On-Call / Rapid Response (As Needed)	\$ 50.00	2	Variable	\$ Variable
Evening/Weekend Coverage (If Applicable)	\$ 50.00	2	Variable	\$ Variable
Other (Specify): Athletic Games	\$ 50.00	4	Variable	\$ Variable

*Note: All rates must be fully burdened (inclusive of wages, training, uniforms, supervision, benefits, overhead, and administrative costs).

Total Estimated Monthly Cost

\$ 16,000.00 - \$32,000.00 (Based on standard weekday coverage)

Authorized Signature

I certify that the rates provided above are accurate and binding for a period of not less than 90 days from the proposal due date.

Signature: Ronald Muhammad (Digital Signature)

Name/Title: Ronald Muhammad, Principal/Owner_____

Company Name: Elite Security Services_____

Phone: 510-927-6709_____

Email: mr_muhammad510@hotmail.com____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be

encountered in performing the work.

3. Bidder Agreement – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Designee.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any

loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: Ronald Muhammad _____

Signature: Ronald Muhammad (Digital Signature)

Date: July 7, 2025_____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither **Elite Security Services** [Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the **7th of July 2025** [Date] for the purposes of submission of this bid.

By

Print Name: Ronald Muhammad_____

Signature: Ronald Muhammad (Digital Signature)

Date: July 7, 2025 _____

Exhibit G: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Print Name: Ronald Muhammad _____

Signature: Ronald Muhammad (Digital Signature)

Title: Principal/Owner _____

Company Name: Elite Security Services _____

Date: July 7, 2025 _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity,

you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as **Principal/Owner** *[insert "owner" or officer title]* of **Elite Security Services** *[insert name of business entity]* , have read the foregoing and agree that **Elite Security Service** *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: Ronald Muhammad _____

Signature: Ronald Muhammad (Digital Signature)

Title: Principal/Owner _____

Company Name: Elite Security Services _____

Date: July 7, 2025 _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of

methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: **Elite Security Services**_____

Date of Entity's Contract with District: **TBD**_____

Scope of Entity's Contract with District: **TBD**_____

I, **Ronald Muhammad** *[insert name]*, am the **Principal/Owner** *[insert "owner" or officer title]* for **Elite Security Services** *[insert name of business entity]* ("Entity"), which entered a contract on **TBD**_____, 2025__, with the District for **TBD**_____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: Ronald Muhammad_____

Signature: Ronald Muhammad (Digital Signature)

Title: Principal/Owner_____

Company Name: Elite Security Services_____

Date: July 7, 2025_____

Exhibit I: Non-Collusion Declaration

I, **Ronald Muhammad**, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: Ronald Muhammad_____

Signature: Ronald Muhammad (Digital Signature)

Title: Principal/Owner_____

Company Name: Elite Security Services_____

Date: July 7, 2025_____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: Ronald Muhammad_____

Signature: Ronald Muhammad (Digital Signature)

Title: Principal/Owner_____

Company Name: Elite Security Services_____

Date: July 7, 2025



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

July 25, 2025

To: Elite Security Services

PROJECT:

Request for Proposal (RFP) 25-161COS [Community-Based Safety Services](#)

The Oakland Unified School District ("OUSD") ("District") has completed its RFP for Community-Based Safety Services.

OUSD intends to award the Elite Security Services. The recommendation to award the bid will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP's, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.