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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Charles Smith, Director of Buildings & Grounds Department
Board Meeting Date March 25, 2020
Subject Award of General Services Agreement for the Oakland Unified School District Monitoring Services Project to Bay Alarm Company – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of General Services Agreement for the Oakland Unified School District Monitoring Services Project to Bay Alarm Company, Concord, California, for the latter to provide monitoring service to reduce false alarms and burglar alarm signals using the two-way voice feature system, for the District, in the amount of **\$90,000.00**, at the rate of \$6,000.00 per month for services, as the selected consultant, with work scheduled to commence on **April 1, 2020**, and scheduled to last until **June 30, 2021**, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Discussion This contract required specially trained services, thus competitive bidding is not required by law. (Public Contract Code §20111(b) and Government Code 53060). Bay Alarm is licensed by the California Bureau of Security & Investigative Services as a private patrol operator and as an alarm company. All of Bay Alarm’s employees are required to be registered as Alarm Agents and to pass a background check.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement for the Oakland Unified School District Monitoring Services Project to Bay Alarm Company, Concord, California, for the latter to provide monitoring service to reduce false alarms and burglar alarm signals using the two-way voice feature system, for the District, in the amount of **\$90,000.00**, at the rate of \$6,000.00 per month for services, as the selected consultant, with work scheduled to commence on **April 1, 2020**, and scheduled to last until **June 30, 2021**, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Fiscal Impact Routine Restriction Maintenance Account General Funds

- Attachments**
- Agreement
 - Bay Alarm Proposal
 - Insurance Certificate



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

Legislative File ID No. 20 -0505

Department: Buildings & Grounds

Vendor Name: Bay Alarm Company

Project Name: Monitoring Services

Project No.: 19021

Contract Term: Intended Start: April 1, 2020

Intended End: 6-30-2021

Annual (if annual contract) or total (if multi-year agreement) Cost: \$90,000.00

Approved by: Charles Smith

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The District has used this company for Monitoring burglary alarm Services in the past. Bay Alarm was selected based on their professional expertise and certification, as well as their specially trained and certified staff.

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

Bay Alarm will provide monitoring service to reduce false alarms. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List for the District.

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

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Bay Alarm is licensed by the California Bureau of Security & Investigative Services as a private patrol operator and as an alarm company. All of Bay Alarm’s employees are required to be registered as Alarm Agents and to pass a background check.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 1, 2020, (the “Effective Date”), by and between the Oakland Unified School District (“District” or “OUSD”) and **Bay Alarm Company** (“Contractor,” “Bay Alarm,” or “Bay”).

1. **Contractor Services.** Contractor agrees to provide the following monitoring services to District (collectively, the “Services”):

- UL LISTED CENTRAL STATION MONITORING TO FOLLOWING USER OWNED EQUIPMENT AT THE LOCATIONS LISTED ON EXHIBIT A.

- UPON ACTIVATION OF ANY OF THE BURGLAR ALARM SYSTEMS LISTED ON EXHIBIT A, BAY ALARM'S CENTRAL STATION WILL DISPATCH A BAY ALARM PATROL AGENT TO ASSESS THE EXTERIOR OF THE LOCATION FOR SIGNS OF A BREAK IN AND/OR VANDALISM. THE BAY ALARM AGENT WILL ATTEMPT TO DETERMINE IF THERE IS AN ACTIVE CRIME IN PROGRESS. IF IT IS APPARENT THAT THERE IS AN ACTIVE CRIME IN PROGRESS, THE BAY ALARM AGENT WILL CONTACT THE LOCAL POLICE DEPARTMENT (OAKLAND POLICE DEPARTMENT). IF THE POLICE OFFICERS DESIRE TO ENTER THE BUILDING, THE BAY AGENT/S WILL ASSIST THE POLICE IN GAINING ENTRY.

- DAYS & HOURS OF BAY ALARM MONITORING SERVICES UNDER THIS AGREEMENT:

Monday 6:00 PM – Tuesday 7:00 AM
Tuesday 6:00 PM – Wednesday 7:00 AM
Wednesday 6:00 PM – Thursday 7:00 AM
Thursday 6:00 PM – Friday 7:00 AM
Friday 6:00 PM – Monday 7:00 AM

DISTRICT HOLIDAY SCHEDULE:

Bay Alarm to provide monitoring services on the following dates during the contract term designated a holiday by the District: JULY 4TH, SEPTEMBER 2, OCTOBER 14TH, NOVEMBER 11TH, NOVEMBER 28TH, NOVEMBER 29TH, DECEMBER 24TH, DECEMBER 25TH, DECEMBER 31ST, JANUARY 1ST, JANUARY 20TH, FEBRUARY 17TH, MARCH 27TH, and MAY 25TH.

UPON ACTIVATION OF ANY OF THE FIRE ALARM SYSTEMS LISTED ON EXHIBIT A, BAY ALARMS CENTRAL STATION STAFF WILL DISPATCH THE LOCAL FIRE ALARM DEPARTMENT AND THEN WILL NOTIFY THE OUSD STAFF WHO ARE LISTED ON THE EMERGENCY NOTIFICATION LIST.

- BAY ALARM WILL NOTIFY OUSD STAFF OF ANY SYSTEM TROUBLES.

- BAYNET PLUS - ONLINE ACCOUNT MANAGEMENT.

CUSTOMER TO PROVIDE:

- PROGRAMMING OF ALL SYSTEMS LISTED ON ADDEDENDUM A TO BAY ALARMS CENTRAL STATION.

- MAINTENANCE, SERVICE, SYSTEM ALTERATIONS, AND TESTING TO ALL OF THE EQUIPMENT AT THE LOCATIONS LISTED ON EXHIBIT A.

- THE INSTALLATION OF ANY NEW EQUIPMENT WILL BE REQUIRED TO BE RECORD CHECKED BY OUSD STAFF WITH BAY ALARMS CENTRAL STATION.

MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone the District's premises, and if there is no answer then will try to telephone the first available person on the District's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and the District call the District's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to the District's door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to the District's premises key to enter the premises. When a nonemergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Bay and the District are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the District's system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving the District written notice. The District's consent to the recording of all telephonic communications between the District and Bay. If the District's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, the District agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. The District acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. THE DISTRICT AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. THE DISTRICT UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO THE DISTRICT'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS THE DISTRICT HAS SUBSCRIBED TO

BAY'S RESPONSE SERVICE. The District understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. The District acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from the District's premises to Bay's Central Station, that the signals from the District's System are sent over the District's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event the District's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the District's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. The District further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. The District agrees to pay all charges for all telephone services connecting the District's protected premises and Bay. The District acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. The District acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

LOCATIONS: A list of all premises can be found attached in Exhibit A.

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

3. **Term.** This Agreement shall begin on **April 1, 2020**, and end on **June 30, 2021**, twelve (12) months later ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties, including approval of an amendment by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice. In the event District terminates the Agreement for convenience during the Term, District shall pay Contractor all amounts due through the date of termination and the monthly service charges for the

unexpired portion of the Term.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$6,000.00 per month for Services satisfactorily performed during the Term. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed \$90,000.00 (the "Fee"). Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Notwithstanding anything to the contrary herein, Contractor shall have no liability, indemnity or defense obligations for Claims arising out of or resulting from events Contractor's equipment and/or services are intended to detect, deter, or avert ("Alarm Events").

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*,

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

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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

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

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

section 49406:

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Time.** Time is of the essence to this Agreement.

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

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

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

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

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

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

- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

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

DISTRICT:

CONTRACTOR:

OAKLAND UNIFIED SCHOOL DISTRICT

BAY ALARM COMPANY

By: *Michael White in place of*
 Name: *Charles Smith*
 Title: *Director*

By: _____
 Name: _____
 Title: _____

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


Address for Contractor Notices:
 Michal Kubicki
 Corporate Counsel
 Bay Alarm Company
 5130 Commercial Circle
 Concord, CA 94520

Approved As To Form:

 OUSD Facilities Legal Counsel

 Date


Approved As To Form:



OUSD Facilities Legal Counsel

2/28/20

Date



3/26/2020

Kyla Johnson-Trammell, Superintendent & Secretary, BOE



3/26/2020

Jody London, President, Board of Education

EXHIBIT A

LIST OF LOCATIONS

2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - BA
2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High -FA
2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - BA
2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - FA
3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale CDC - BA
3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale Elementary - BA/FA
5222 YGNACIO AVE, OAKLAND, CA 94601	Horeace Mann School - BA/FA
400 CAPISTRANO DR, OAKLAND, CA 94603	James Madison Middle School - BA/FA
1975 40th AVE, OAKLAND, CA 94601	Jefferson CDC - BA/FA
8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - BA
8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - FA
401 JONES AVE, OAKLAND, CA 94603	Brookfield Elementary - BA/FA
401 JONES AVE, OAKLAND, CA 94603	Brookfield CDC - BA/FA
5750 COLLEGE AVE, OAKLAND, CA 94618	Claremont Middle School - BA/FA
915 FOOTHILL BLVD, OAKLAND, CA 94606	Franklin Elementary School - BA/FA
915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe Elementary - BA/FA
915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe CDC - BA/FA
920 53RD ST, OAKLAND, CA 94608	Glenview @ Pleasant Valley - BA/FA
4730 FLEMING AVE, OAKLAND, CA 94619	Melrose Leadership Academy - BA/FA
11850 CAMPUS DR, OAKLAND, CA 94619	Hintil Kuu Ca CDC - BA/FA
4314 PIEDMONT AVE, OAKLAND, CA 94611	Piedmont Elementary - BA/FA
86 ECHO AVE, OAKLAND, CA 94611	Piedmont Elementary CDC - BA/FA
920 CAMPBELL ST, OAKLAND, CA 94607	Place @ Prescott - BA/FA

5525 ASCOT DR, OAKLAND, CA 94611	Joaquin Miller Elementary School - BA/FA
1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High School - BA
1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High School - FA
1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High Field House - BA/FA
4521 WEBSTER ST, OAKLAND, CA 94609	Oakland International High @ Carter - FA
4521 WEBSTER ST, OAKLAND, CA 94609	Oakland International High @ Carter - BA
460 63RD ST, OAKLAND, CA 94609	Peralta School - BA/FA
460 63RD ST, OAKLAND, CA 94609	Peralta School CDC - BA
1926 19TH AVE, OAKLAND, CA 94606	Roosevelt Middle School - BA/FA
314 EAST 10TH ST, OAKLAND, CA 94606	LEEC-Metwest & United Nation CDC - BA
1050 2ND AVE, OAKLAND, CA 94606	LEEC-La Escuelita Complex - BA/FA
1700 28TH AVE, OAKLAND, CA 94601	Achieve Charter/Hawthorne - BA/FA
750 INTERNATIONAL BLVD, OAKLAND, CA 94606	ACOE @ Neighborhood Center - BA/FA
2410 10TH AVE, OAKLAND, CA 94606	Bella Vista CDC - FA
2410 10TH AVE, OAKLAND, CA 94606	Bella Vista CDC - BA
6701 INTERNATIONAL BLVD, OAKLAND, CA 94621	Lockwood Campus - BA/FA
1757 MOUNTAIN BLVD, OAKLAND, CA 94611	Montclair Elementary - BA/FA
4401 39TH AVE, OAKLAND, CA 94619	Redwood Heights - BA/FA
8521 A ST, OAKLAND, CA 94621	New Rise @ Highland - BA/FA
1025 EAST 28TH ST, OAKLAND, CA 94610	Bella Vista Elementary - BA/FA
3700 COOLIDGE AVE, OAKLAND, CA 94602	Bret Harte Middle School - BA
3700 COOLIDGE AVE, OAKLAND, CA 94602	Bret Harte Middle School - FA
11900 CAMPUS DR, OAKLAND, CA 94619	Carl Munck School - BA/FA
10315 E STREET, OAKLAND, CA 94603	Esperanza @ Stonehurst - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School CPAA - BA
955 HIGH ST, OAKLAND, CA 94601	OUSD Buildings & Grounds - BA/FA

1240 18TH ST, OAKLAND, CA 94607	Ralph Bunche Academy - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School/Bldg 100 - BA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Admin - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Gym - BA
3400 MALCOM AVE, OAKLAND, CA 94605	East Bay Innovation Academy - BA/FA
4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary - BA/FA
4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary CDC - BA/FA
7220 KRAUSE AVE, OAKLAND, CA 94605	Markham School - BA/FA
1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Main - FA
1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Colliseum Prep - BA/FA
1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Bldg D - BA
7980 PLYMOUTH ST, OAKLAND, CA 94621	Webster CDC - BA/FA
291 10TH ST, OAKLAND, CA 94607	Yuk Yau CDC - BA/FA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High School - BA/FA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High School Pool - BA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont School of Arts - BA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High/Youth Aprising - BA
2035 40TH AVE, OAKLAND, CA 94601	Jefferson Campus - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez - FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg E - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg B - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Main Bldgs - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg D - BA/FA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech - FA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/Main - BA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/GYM - BA

4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech//Shops - BA
2409 EAST 27TH ST, OAKLAND, CA 94601	Manzanita Elementary - BA/FA
2618 GRANDE VISTA AVE, OAKLAND, CA 94601	Manzanita Elementary CDC - BA/FA
960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary - BA/FA
960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary CDC - BA
900 HIGH ST, OAKLAND, CA 94601	OUSD Ops Storeroom - BA/FA
900 HIGH ST, OAKLAND, CA 94601	OUSD Records Department - BA
900 HIGH ST, OAKLAND, CA 94601	OUSD Police/Painter Portable - BA/FA
3730 LINCOLN AVE, OAKLAND, CA 94602	Sequoia Elementary School - BA/FA
2101 35TH AVE, OAKLAND, CA	United for Success Academy - BA/FA
6328 EAST 17TH ST, OAKLAND, CA 94621	Green Leaf @ Whittier - BA/FA
890 BROCKHURST ST, OAKLAND, CA 94608	Hoover Elementary - BA/FA
225 11TH ST, OAKLAND, CA 94607	Lincoln School - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Peer Assistance Review/Community Day - BA
417 29TH ST, OAKLAND, CA	Zapata Street Academy
901 105TH AVE, OAKLAND, CA 94603	Stonehurst CDC - BA/FA
3670 PENNIMAN ACE, OAKLAND, CA 94621	Allendale School - BA/FA
3994 BURCKHALTER AVE, OAKLAND, CA 94605	Burckhalter School - BA/FA
745 CLEVELAND ST, OAKLAND, CA 94606	Cleveland Elementary - FA
745 CLEVELAND ST, OAKLAND, CA 94606	Cleveland Elementary - BA
9860 SUNNYSIDE ST, OAKLAND, CA 94603	COX CDC - BA/FA
5555 ASCOT DR, OAKLAND, CA 94611	Montera Middle School - FA
5555 ASCOT DR, OAKLAND, CA 94611	Montera Middle School - BA
8000 BIRCH ST, OAKLAND, CA 94621	East Oakland Pride @ Webster - BA/FA
6097 RACINE ST, OAKLAND, CA 94609	Washington CDC - BA/FA
1111 SECOND AVE, OAKLAND, CA 94606	Dewey Continuation High School - BA/FA
2639 84TH AVE, OAKLAND, CA 94605	Hillside Academy - BA/FA
1025 81ST AVE, OAKLAND, CA 94621	Acorn Woodland School - BA/FA
12250 SKYLINE BLVD, OAKLAND, CA	Skyline High School/ROTC - BA/FA

Bay Alarm – Buildings & Grounds – Monitoring Project - \$90,000.00

94619	
12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School HC - BA/FA
12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School - BA/FA
3748 13TH AVE, OAKLAND, CA 94610	Edna Brewer School - BA/FA
9736 LAWLOR ST, OAKLAND, CA 94605	Francophone @ Toler Heights - BA/FA
1322 86TH AVE, OAKLAND, CA 94621	Highland CDC - BA/FA
1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose - BA
1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose/BLDG B - BA/FA
6686 CHABOT RD, OAKLAND, CA 94618	Chabot Elementary - BA/FA
25 SOUTH HILL RD, OAKLAND, CA 94618	Kaiser Elementary - BA/FA
1125 69TH AVE, OAKLAND, CA 94621	Lockwood CDC - BA/FA
7929 NEY AVE, OAKLAND, CA 94605	Parker Elementary - BA/FA
1640 22ND AVE, OAKLAND, CA 94606	Garfield Elementary - BA/FA
3709 EAST 12TH ST, OAKLAND, CA 94601	Ascend Elementary - BA/FA
1011 UNION ST, OAKLAND, CA 94607	Cole Elementary - BA/FA
1011 UNION ST, OAKLAND, CA 94607	Cole Elementary/Portable - BA/FA
20 MARGUERITE DR, OAKLAND, CA 94618	Hillcrest School - BA/FA
800 33RD ST, OAKLAND, CA 94608	Harriet Tubman CDC - BA/FA
991 14TH ST, OAKLAND, CA 94607	West Oakland/Lafayette School - BA/FA
5880 THORNHILL AVE, OAKLAND, CA 94611	Thornhill Elementary - BA/FA
303118TH ST, OAKLAND, CA 94601	Urban Promise Academy - BA/FA
581 61ST ST, OAKLAND, CA 94609	Sankofa Elementary @ Washinton - BA/FA
470 EL PASEO DR, OAKLAND, CA 94603	Sobrante Park Elementary - BA/FA
2629 HARRISON ST, OAKLAND, CA 94612	Westlake Middle School - BA/FA
6232 HERZOG ST, OAKLAND, CA 94608	Golden Gate CDC - BA/FA
1895 78TH AVE, OAKLAND, CA 94621	Arroyo Viejo CDC - BA/FA
1710 45TH AVE, OAKLAND, CA 94621	Bond Stree Annex - BA/FA
3550 64TH ST, OAKLAND, CA 94605	Burbank School - BA/FA
1800 98TH AVE, OAKLAND, CA 94603	Elmhurst Middle School - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont High School/Frog Bldg - BA/FA
8755 FONTAINE ST, OAKLAND, CA	Howard Elementary School - BA/FA

94605 .	.
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	International CDC @ Cesar Chavez - BA/FA
746 GRAND AVE, OAKLAND, CA 94610	Lakeview Elementary School - BA/FA
746 GRAND AVE, OAKLAND, CA 94610	Lakeview CDC - BA/FA
5263 BROADWAY TERRACE, OAKLAND, CA 94618	Oakland Fashion Institute - BA/FA
1180 70TH AVE, OAKLAND, CA 94621	Oakland SOL @ Rusdale - BA/FA
2850 WEST ST, OAKLAND, CA 94608	OUSD Commisary - BA/FA
3750 BROWN AVE, OAKLAND, CA 94619	Laurel Elementary School - BA/FA
3825 CALIFORNIA ST, OAKLAND, CA 94619	Laurel CDC - BA/FA
9860 SUNNYSIDE ST, OAKLAND, CA 94603	Ed for Change & Reach Acadamey - BA/FA
2660 E 16TH ST, OAKLAND, CA 94601	Centro Infantil Child Development - BA/FA
525 MIDCREST RD, OAKLAND, CA 94610	Crocker Highlands - BA/FA
525 MIDCREST RD, OAKLAND, CA 94610	Crocker Highlands CDC - BA/FA
1800 98TH AVE, OAKLAND, CA 94603	Emerson Middle & CDC - FA
1800 98TH AVE, OAKLAND, CA 94603	Emerson Middle & CDC - FA



BAYALAR-01

JCOOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0H66758 Legacy Risk & Insurance Services, LLC 1850 Mt. Diablo Blvd., Suite 400 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): (925) 482-1000 FAX (A/C, No): (925) 482-1001 E-MAIL ADDRESS: certificates@legacyrisk.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520	INSURER A : National Union Fire Ins Co PA	19445
	INSURER B : Zurich American Ins Co	16535
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		X	5180297	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$250.		X	2446854	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	012016091	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Installation Fltr			CPP655827509	3/1/2019	3/1/2020	Transit	150,000

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

Response Lead: #908313

Monitoring Agreement Leads: #907872 - #908100

Insureds coverage is Primary. Waiver of Subrogation applies to GL, Auto, WC.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Bay Alarm Monitoring Services	Site	988
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Bay Alarm Company	Agency's Contact	Michal Kubicki				
OUSD Vendor ID #		Title	Project Manager				
Street Address	5130 Commercial Circle	City	Concord	State	CA	Zip	94520
Telephone	510-798-4202	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19021						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-1-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$90,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
5826	RRMA	010-8150-0-0000-8110-5826-988-9880-9000-0503-99999	6235	\$90,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	2/28/20		
3.	Director of Buildings & Grounds				
	Signature	Date Approved	2/28/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			