

Board Office Use: Legislative File Info.	
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Enactment Number	21-1339
Enactment Date	8/25/2021 lf



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Marc White, Director of Buildings Department

**Board Meeting Date** August 25, 2021

**Subject** General Services Agreement – Syserco, Inc. – Service Support Program Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of General Services Agreement between the District and **Syserco, Inc.**, Fremont, California, for the latter to provide three years of program support services which includes utilizing the breadth of the Alerton Building Automation system (BAS) to allow the district to monitor and control buildings through one platform/software suite, for the Service Support Program Project, in a total amount of **\$230,227.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **June 30, 2024**.

**Discussion** Consultant will provide program support services that is designed to assist the District in providing a quality learning environment for students, utilizing the Alerton Building Automation system (BAS). Consultant is providing services based on their specialized training which does not require competitive bidding. Public Contract Code §20111(a) and (d); Government Code §53060(c).

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of General Services Agreement between the District and **Syserco, Inc.**, Fremont, California, for the latter to provide three years of program support services which includes utilizing the breadth of the Alerton Building Automation system (BAS) to allow the district to monitor and control buildings through one platform/software suite, for the Service Support Program Project, in a total amount of **\$230,227.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **June 30, 2024**.

**Fiscal Impact** Fund 010 Routine Repair Maintenance Account

- Attachments**
- Agreement
  - Scope of work
  - Insurance Certificate



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

**Legislative File ID No.** 21-1690

**Department:** Buildings & Grounds Department

**Vendor Name:** Syserco, Inc.

**Project Name:** Services Support Program

**Project No.:** 20013

**Contract Term:** Intended Start: July 1, 2021

Intended End: 6-30-2024

**Total Cost Over Contract Term:** \$230,227.00

**Approved by:** Mark Cavalli

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

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

The District has used this company to provide support program services in the past. Syserco 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.**

Consultant will provide service support program services to the District-wide Alerton Building Automation System (BAS). This platform operates on a proprietary version of BacNet (s sub IP protocol).

**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?

Consultant has done and is currently working for the District. Based on expertise with this work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

- Syserco, Inc. is providing support program services for the district, through the scope of their services, which are specially trained professional services that do not require competitive bidding.
-

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Syserco, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): To provide service support program services including software and cyber security updates, global controller firmware updates; disaster recovery and system level preventive maintenance routine, utilizing the breadth of the Alerton Building Automation System (BAS) that is designed to assist the District in providing a quality learning environment for students. “Services” shall mean Basic Services. The Services include all work described in the May 18, 2021; proposal attached to this Agreement as Exhibit A. This Agreement does not provide for additional services.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **June 30, 2024** (“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. 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.
5. **Payment of Fees for Services.** District agrees to pay Contractor a lump sum amount, billed annually and in advance, in three separate installments for Services satisfactorily performed. Contractor shall not increase these rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed the total amount of Two Hundred Thirty Thousand, Two Hundred Twenty-Seven Dollars No/100 (\$230,227.00), which consists of the following three lump sum payments: Seventy Four Thousand, One Hundred Eighteen Dollars No/100 (\$74,118.00) to be paid prior to July 1, 2021; Seventy Six Thousand, Seven Hundred Twelve No/100

Dollars (\$76,712.00) to be paid prior to July 1, 2022; and Seventy Nine Thousand, Three Hundred Ninety Seven Dollars No/100 (\$79,397.00) to be paid prior to July 1, 2023. District agrees to make payment for Services by the due dates specified above. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

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

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$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

General Services – Syserco, Inc.– Buildings & Grounds Department – Service Support Program Project -  
\$230,227.00

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.

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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.

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{SR565566}



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 respective parties to this Agreement.

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

General Services – Syserco, Inc.– Buildings & Grounds Department – Service Support Program Project -  
\$230,227.00

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

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~


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

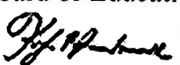
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation 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.

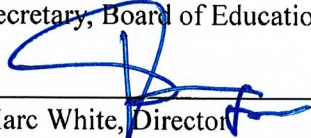
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**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

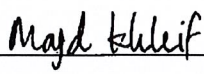
  
 \_\_\_\_\_ 8/26/2021  
 Shanthi Gonzales, President, Date  
 Board of Education

  
 \_\_\_\_\_ 8/26/2021  
 Kyla Johnson-Trammell, Superintendent Date  
 Secretary, Board of Education

  
 \_\_\_\_\_ 6/24/21  
 Marc White, Director Date  
 Buildings & Grounds Department

**CONTRACTOR:**

**Syserco**

By:  \_\_\_\_\_  
 Title: CEO Date: 6/23/2021

Address for District Notices:

Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
510-535-2728

Address for Contractor Notices:

Syserco, Inc.  
215 Fourier Avenue  
Fremont, CA 94539  
510-766-6441

General Services – Syserco, Inc.– Buildings & Grounds Department – Service Support Program Project - \$230,227.00

**Approved As To Form:**

*Kelcy M Rem*  
OUSD Facilities Legal Counsel

*6-24-2*  
Date

General Services – Syserco, Inc.– Buildings & Grounds Department – Service Support Program Project -  
\$230,227.00

{SR565566}

**Exhibit A**

General Services – Syserco, Inc.– Buildings & Grounds Department – Service Support Program Project -  
\$230,227.00

{SR565566}

Oakland Unified School District



***Service Support Program***  
***For your Alerton Energy Management Systems***

Presented to

• Marc White

Presented by:

• Ilana Ash

Presentation Date:

• May 18, 2021

# Preventative Maintenance

This Service and Support Program will include the following scopes of services to be provided for the equipment contained within your Alerton facilities.

## Add Alt #1: Software and Cyber Security Updates:

Software updates provide new features, security patches, bug fixes, and compliance with evolving standards. These features make it more convenient to operate your system, reduce system vulnerabilities, and ensure compatibility with future products. Syserco will review the overall BMS Network Structure/Configuration, Antivirus Status, Windows Security and Audit Logs while performing these updates that are released approximately annually.

- Software updates are included for revisions within the same license size and same software product line.
- This agreement covers software updates for the following server and client machines:
  - 1 Compass Platform Server

Operating System and/or Server/PC Hardware upgrades to meet minimum system specifications are not included. The minimum system specifications are: 2.33GHz Eight-core, 32 GB RAM, 500GB Hard Drive, Visio 2019, Microsoft Excel. The manufacturer will provide updates and revisions for their current platform. Legacy platforms will be supported as practical but may have decreased update capability and support.

## Add Alt #1: Global Controller Firmware Updates:

As the automation system product line is enhanced, modifications are often made to the Firmware to provide faster speed of response, greater flexibility, and new applications. Further, Firmware is periodically updated to address any system vulnerabilities and/or bugs that may affect the security and integrity of your system. Firmware Support Services ensure that all Global Controller ROC (Realtime Operating Code) files are the latest release, have all issues/bug fixes incorporated and align with the requirements of the current installed version of the Graphical User Interface. We will provide you ROC file updates as applicable to your site for the Global Controllers identified in Appendix A, List of Maintained Equipment.

- Firmware updates are included for revisions within the same major revision (example: v1.6 to v1.7)

## Disaster Recovery:

The electronic information stored within your system represents a significant part of your investment. In the event of a catastrophic system failure, these backups allow us to completely restore your system to the last backup state. During each Preventative Maintenance visit, Syserco will perform a full system backup. Two copies of this backup will be made. One will be maintained onsite at your facility and the second archived securely offsite.

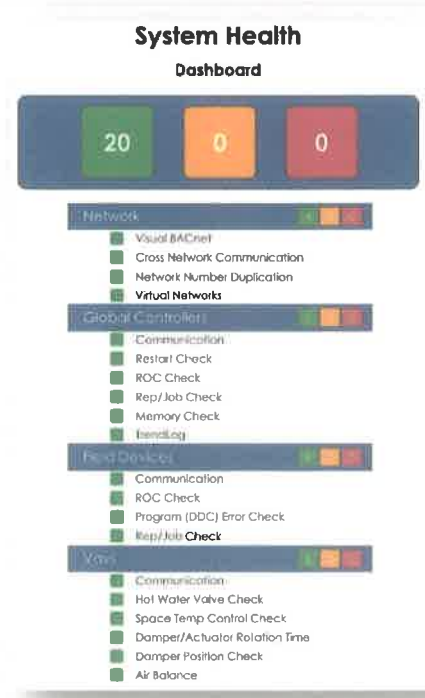
## System Level Preventive Maintenance Routines:

Preventative Maintenance Routines save energy, extends mechanical equipment lifespan and reduces downtime. The Preventative Maintenance Routines as defined within this section shall be executed by Syserco's trained professionals to ensure that your facility operates optimally. Syserco will perform System Diagnostics through a combination of onsite and remote access via our Service Response Center. This preventative maintenance routine will be performed on a **semi-annual** basis.

- Review Site Log:
  - Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted and the root cause addressed.
- Review Network Workstations / Communication:
  - Verify Server Communication with all Global Controllers.
  - Review automation system for CRITICAL and OFF-LINE status indicators.
- Perform System Analysis of EMS Software:



- Record current version of EMS Software relative to user needs and versions supported.
- User Account Analysis of EMS Software relevant towards system security and troubleshooting purposes.
- Review Global Controllers Operation:
  - Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
  - ROC File Version is verified against most recent version and known system issues.
  - The DDC Program is verified to be running.
  - System Date/Time settings are verified.
  - Each Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks to prevent slow speed of response and data loss.
  - Review the number of global controller restarts to identify excessive faults, stability of onsite power and controller reliability.
- Identify overridden points:
  - Overridden points can increase energy consumption, create comfort and safety issues.
  - Overridden points will be documented and a remediation plan will be discussed with the customer.
- Review Alarm Log:
  - Points generating excessive alarms will be noted.
  - The technician will make recommendations to address root cause hardware or software issues causing alarms.
- Review Schedules:
  - Review equipment operation schedules and identify any anomalies.
  - The technician will make recommendations to address issues causing discrepancies with system operation.
- Perform General System Operational Review:
  - While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system holistically from the Graphic Workstation and ensure the EMS control system is operating as desired.
  - Any discrepancies or areas of concern will be noted.
- System Health Report
  - Upon completion of each PM routine, a System Health Report will be provided to help you understand system performance, identify deficiencies, and create a joint action plan for remediation and operational improvement.



**Network Analysis:**

A properly functioning network is critical to the operation of the system and this service ensures optimum network / controller performance and maximum system up-time. To accomplish this, Syserco will perform a 29-point check of the entire Building Automation network and each controller using a diagnostics tool. This tool identifies unresponsive devices, slow transmission, lost data packets, memory issues, controller reboots and ensures optimal configuration settings. A Network Score will be provided in the report to summarize the current status and track changes over time. This preventative maintenance routine will be performed on a **semi-annual** basis.

- Analyze live data
- Identify intermittent communication issues
- Track trends and reoccurring issues



*Note: This scope will require the installation of a Syserco service tool and use of Wireshark on the server machine. Allowance and support by customer IT is necessary to accomplish delivery of this service.*

**Corrective Action Implementation (PM):**

After completing the Preventative Maintenance routines, Syserco will provide **one (1) day** of labor per PM (two days total per year), to remediate any identified deficiencies that the Syserco Team deems critical to the operation of your system or require immediate attention. If the identified deficiencies require more labor than allotted, corrective options will be discussed during the Preventative Maintenance review with your Service Account Manager.



## Appendix B – List of Maintained Schools

Location	Address
Oakland High School	1023 MacArthur Boulevard
Garfield Elementary School	1640 22 <sup>nd</sup> Avenue
Madison Park	400 Capistrano Drive
Urban Promise Academy	3031 East 18 <sup>th</sup> Street
Chabot Elementary School	6686 Chabot Road
Westlake Middle School	2629 Harrison Street
Jefferson Elementary School	2607 Myrtle Street
Cox Academy Elementary School	9860 Sunnyside Street
Claremont Middle School	5750 College Avenue
Montera Middle School	5555 Ascot Drive
Elmhurst Community Prep	1800 98 <sup>th</sup> Avenue
New Highland Academy	8521 A Street
Skyline High School	12250 Skyline Boulevard
Oakland Technical	4351 Broadway
Castlemont High School	8601 MacArthur Boulevard
McClymonds High School	2607 Myrtle Street
Lowell Middle School	991 14 <sup>th</sup> Street
Arroyo Viejo CDC	975 85 <sup>th</sup> Avenue
Stonehurst CDC / Esperanza	901 105 <sup>th</sup> Avenue
Montclair Elementary	1757 Mountain Boulevard
Calvin Simmons Middle School	2101 35 <sup>th</sup> Avenue
Washington (Sankofa Academy)	581 61 <sup>st</sup> Street
Havenscourt Middle School	1390 66 <sup>th</sup> Avenue
Redwood Heights Elementary School	4401 39 <sup>th</sup> Avenue
Roosevelt Middle School	1926 19 <sup>th</sup> Avenue
King Estates Middle School	8251 Fontaine Street
La Escuelita Elementary School	1050 Second Avenue
MetWest High School	314 East 10 <sup>th</sup> Street
Bret Harte Middle School	3700 Coolidge Avenue
Greenleaf Elementary School	6328 East 17 <sup>th</sup> Street
Oakland International High School	4521 Webster Street

# Signature Page & Pricing Summary

**By and Between:**

**Syserco Inc.**  
 215 Fourier Avenue  
 Fremont, CA 94539

**Oakland Unified School District**  
 55 High Street  
 Oakland, CA 94601

Syserco shall provide the services as outlined in this proposal dated **5/18/2021** and the following Terms and Conditions.

Services shall be provided at: **Alerton Schools (see appendix B)**

The proposed pricing for these features is based upon a three-year program, billed **annual in advance**. This agreement shall remain in effect for an original term of **three (3)** years beginning 7/1/2021 and from year to year thereafter.

This agreement may be modified at any time during the program period to meet the changing needs of your facility with a 60 day written notice to Syserco.

**Service and Support Program Pricing:**

Scope Item:	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024
Base Agreement	\$ 61,346.00	\$ 63,493.00	\$ 65,715.00
Add Alt #1	\$ 12,772.00	\$ 13,219.00	\$ 13,682.00
<b>Total</b>	<b>\$ 74,118.00</b>	<b>\$ 76,712.00</b>	<b>\$ 79,397.00</b>

*total = 230,227*

**Billing Cycle:**  Annual in advance  Semi-Annual in advance  Quarterly in advance

Prices quoted in this proposal are valid for 30 days. By signature below this proposal is hereby accepted, Customer agrees to enter into the Service and Support Program (as described in the attached Terms and Conditions), and Syserco is authorized to proceed with the work.

<b>Accepted By:</b> Oakland Unified School District 55 High Street Oakland, CA 94601		<b>Submitted By:</b> Syserco Inc. 215 Fourier Ave. Fremont, CA 94539	
<b>Approved by (Signature):</b>	_____	<b>Submitted by (Signature):</b>	_____
<b>Approval Name:</b>	_____	<b>Name:</b>	_____
<b>Approver Title:</b>	_____	<b>Title:</b>	_____
<b>Approval Date:</b>	_____	<b>Date:</b>	_____



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. the **written contract** requires you to provide the additional insured such coverage; and
  - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: SYSERCO, INC.

Policy No: 5095094915

Endorsement No: 7

Effective Date: 03/01/2021



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: SYSERCO, INC.

Policy No: 5095094915

Endorsement No: 7

Effective Date: 03/01/2021



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

- 3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

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Endorsement Effective Date:

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Endorsement Expiration Date:

RE: Policy #6017012588

Policy Effective Date: 03/01/2021





**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:



We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	District-wide Service Support Program Project	<b>Site</b>	988
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### Basic Directions

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

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

<b>Contractor Name</b>	Syserco, Inc.	<b>Agency's Contact</b>	Josh Ramirez		
<b>OUSD Vendor ID #</b>	004166	<b>Title</b>	President		
<b>Street Address</b>	215 Foulter Avenue	<b>City</b>	Fremont	<b>State</b>	CA
<b>Telephone</b>	510-498-1418	<b>Policy Expires</b>			
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	20013				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	7-01-2021	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$230,227.00	<b>If New Contract, Total Contract Price (Not to Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	Fund 010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$230,227.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Buildings and Grounds Department</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/24/24		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Kelly M. Fern Lozano Smith, as to form only	<b>Date Approved</b>	6-24-24		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/24/24		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			