

Board Office Use: Legislative File Info.	
File ID Number	15-0560
Introduction Date	3-25-15
Enactment Number	15-0361
Enactment Date	3/25/15 <i>aw</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

3/25/15

Subject Professional Services Contract - First Alarm
- Technology Services (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and First Alarm. Services to be primarily provided to Technology Services for the period of April 1, 2014 through December 31, 2014.

Background
A one paragraph explanation of why the consultant's services are needed.

For the 2013-2014 school year, Technology Services entered into an agreement for multiple security services related to the protection of our assets: chromebooks, alarm services, and patrol of our buildings. The District was made aware, prior to the close of the 2013-2014 fiscal year, that some of the vendor invoices had not been paid for the identified services. As a result of this, it is recommended that the Board approves contract for payment of these invoices.

Discussion
One paragraph summary of the scope of work.

Provide 2 security officers (Security Officer I classification); marked security patrol vehicle to include equipment, maintenance and fuel; dispatch services; person protection equipment for the officers (ballistic); miscellaneous equipment, cameras, gps, computer reporting systems, etc; days/hours of coverage: Friday 6pm continue to Sunday 9pm.

See the background above. The contract authorizes the payment of outstanding invoices for an amount not to exceed \$121,345.00.

Recommendation Approval of professional services contract between Oakland Unified School District and First Alarm. Services to be primarily provided to Technology Services for the period of April 1, 2014 through December 31, 2014.

Fiscal Impact Funding resource name (please spell out) General Purpose
not to exceed 121,345.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between First Alarm (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on April 1, 2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,000. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,000, whichever is later. The work shall be completed no later than December 31, 2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Hundred Twenty-One Thousand Three Hundred Forty-Five Dollars Dollars (121,345.00) [per fiscal year], at an hourly billing rate not to exceed \$ 58.30 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of _____.

5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: John Krull
Site /Dept.: Technology Services
Address: 2607 Myrtle Street, Room 124
Oakland CA 94607
Phone: (510) 879-8872
Email: john.krull@ousd.k12.ca.us

CONTRACTOR:

Name: Gail Tutt
Title: Comptroller
Address: 1731 Technology Drive, Suite #800
San Jose CA 95110
Phone: (408) 364-1110
Email: gtutt@firstalarm.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

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

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Gail Tutt

Comptroller

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0560
Introduction Date: 3/25/15
Enactment Number: 15-0564
Enactment Date: 3/25/15
By: [Signature]

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Provide 2 security officers (Security Officer I classification); marked security patrol vehicle to include equipment, maintenance and fuel; dispatch services; person protection equipment for the officers (ballistic); miscellaneous equipment, cameras, gps, computer reporting systems, etc; days/hours of coverage: Friday 6pm continue to Sunday 9pm

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



**FIRST ALARM
SECURITY &
PATROL, INC.
dba
FIRST SECURITY
SERVICES**

Oakland Office
1300 Clay Street 6th Floor
Oakland, CA
(800) 400-1110
Fax: (408) 451-9857

Teresa Huerta Larkin
Chief Administrative Officer
800-400-1110 ext, 2902
(831) 239-1963
tlarkin@firstalarm.com

Security Integrity Service

March 10, 2015

Karen Bullocks
Office Manager
Office of Instruction and Operational Alignment
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

Re: Re-Introducing First Alarm Security & Patrol, Inc. dba First Security Services

Dear Ms. Bullocks,

First Alarm Security & Patrol, Inc. dba First Security Services ("FSS") respectfully submits this introduction letter to complete its vendor file.

As one of the Bay Area's oldest and most trusted private security firms, FSS is uniquely qualified to provide onsite and vehicle patrol alarm response and patrol services because:

- FSS has maintained a local offices in Oakland for over 10 years
- FSS has over 35 years' experience in government/municipal security (armed and unarmed).
- **Local infrastructure – dedicated to the community – FSS actively recruits from the local community and maintains regularly employs over 5 residents.**
- Executive management has over 30 years' experience in the industry. Straightforward chain of command – **accessible 24 hours per day**
- Dedicated training and compliance officer
- Dedication to the environment and health and safety, FSS provides proactive training and risk prevention programs to its officers and client
- Crime Coverage – Bondable – 10M Umbrella insurance policy
- UL/FM DOD Central Communications Center – redundant power
- On-staff technical specialists and threat assessment consultants
- Patrol operations support stationary guard service
- Audited financial, ethics & business processes
- Environment Preferable Procurement Policy – Alternative Fuel, foot power and electric transportation options
- **California's only quality Certified Security Services Provider as designated by the California Association of Licensed Security Agencies, Guards and Associates ("CALSAGA")**

INTRODUCTION AND EXECUTIVE SUMMARY

STRATEGICALLY LOCATED OFFICES.

FSS's offices located in Oakland enable it to provide management response within 10-20 minutes to every service location.

INDUSTRY-LEADING RETENTION & EMPLOYEE LONGEVITY.

Many firms boast of turnover rates exceeding 50% -- and they should, as some employee turnover is as high as 300-600% in the security services industry. FSS turnover rate: 42%. That means that your security officer is likely to stay at your facility for many years – and you can rely on his/her expertise and historical background to anticipate needs before they arise.

Consistently meeting and exceeding expectations is the goal of each of your incumbent and cross-trained officers and managers. Your extraordinarily loyal officers take pride in the quality of every detail, in efficient operations, and in satisfied county staff, guests/visitors/jurists and leadership. Many of the company's officers and managers have been employed by FSS for over 20 years, and have *chosen* private security a destination career of noble impact.

INDUSTRY AND SITE-UNIQUE TRAINING – TRANSIT

: EDUCATION – ACTIVE SHOOTER – MANAGEMENT OF AGGRESSIVE BEHAVIOR

FSS has developed specialized training curricula to meet its multi-segmented services.

CCTV EXPERTISE, TRAINING AND CROSS-TRAINING FAR EXCEEDING INDUSTRY NORMS

A standard part of FSS training curriculum includes intensive CCTV training by FSS sister company First Alarm; their in-house trainers provide in-depth CCTV training which includes how to effectively scan multiple CCTV terminals, how to act on what you see, specialized CCTV report writing, and how to document.



ARMED, UNARMED, AND SUPPORTING OUTSIDE AGENCIES.

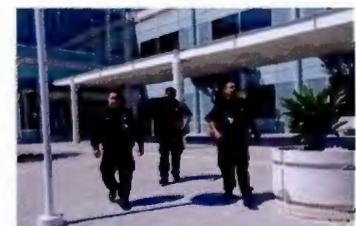
FSS offers *decades* of proven expertise using armed officers; and, working with/supporting outside agencies.

UNIQUE, INDUSTRY-LEADING BENEFITS PACKAGE.

FSS offers statutorily required benefits including extending access to an ACA compliant medical insurance product, sick leave banks and competitive wages. It also offers additional benefits to ensure a stable workforce. These include: Pay Card/Debit Card ~ Bereavement Leave; ~ Discount purchasing power, (our retired fleet vehicles are offered for sale to our employees at a greatly reduced cost with an interest free payment structure) ~ and a unique Cafeteria 125 Flex Spending Card – a front end load model that enables officers to timely receive high ticket medical treatments without worrying about paying balloon medical fee payments or difficult to manage therapy deposits.

ASSURED DAILY AND EMERGENCY STAFFING NEEDS FULFILLMENT.

It is critical for effective security operations that the security firm serving the County have the ability to maintain a large group of reserve certified officers. With over 200 officers on staff *locally/assigned out of our Salinas branch office; an additional 200 officers assigned in our nearby Santa Cruz County offices –*



combined with our fully trained/site-trained/site-certified and client approved Reserve Force, FSS is well positioned to respond to increased staffing needs.

OUR CENTRAL COMMUNICATIONS STATIONS.

Many regions of the state are able to predict and prepare for natural disasters – Northern California numbers among them. First Alarm Security & Patrol, Inc.'s Central Communications Station has been structurally designed specifically for emergency preparedness and emergency response for the community.

- Built to *exceed* federal and California's earthquake, flood and fire threat standards;
- Staffed 24/7/365, with facilities and provisions for extended stay/emergencies;
- "Ring-down" lines -- dedicated lines -- provide direct communications with local and national emergency communication centers and many agencies. FSS is routinely called upon often to augment public forces.
- Similar to many law enforcement agencies, we have a 24/7/365 translation service at our Dispatch Center; Dispatcher simply presses a button and then remains on the line with both caller and Translator to assure full and complete collection of information.

This Central Communications Station is staffed 24/7/365 with security-trained and credentialed FSS veteran officers. There are six (6) frequencies, UHF, private channel two-way radio system with repeaters on all the significant California local mountain tops providing professional radio communication in our entire service area and beyond. **We can and will reprogram our radio frequencies to conform County channels where appropriate.**

At many firms, Dispatchers/staff also spend time on invoicing, payroll, other *admin functions* -- our Central Communications staff focus only on issues directly related to communications operations.

CONTINUALLY UPDATED METHODOLOGY.

FSS stays ahead of industry practices and new technologies and its executives participate on many states, local and international security related subcommittees for the development of professional standardization in the security industry, and in conjunction with institutions of higher learning to develop course study in the field of private security.



EXCEPTIONAL LEADERSHIP.

Our President/CEO Cal Horton is a hands-on security executive who has published numerous articles in trade publications regarding property security solutions and has written hundreds of operational security guidelines. His extensive background in public service includes law enforcement (Scotts Valley, California, Police Department), emergency medical/ambulance services and emergency communications; holds a degree in the Administration of Justice and is a certified Homeland Security

security specialist.

HANDS-ON EXECUTIVE MANAGEMENT WITH IN-DEPTH SECURITY KNOWLEDGE.

Involvement on many security industry boards is one of many methods FSS's Management Team uses to keep apprised of "Best Practice" innovations, and thus assure that our clients enjoy the most cost-effective techniques in security performance. This in-depth knowledge, dedication to professionalism in the security industry and our Executive Management's hands-on involvement in all day-to-day operations and management create the unspoken guidelines which dictate employee performance, productivity, morale and loyalty. Every day our officers know what they need to do to earn the respect of their coworkers, supervisors, managers and

our clients. Every day our officers know his/her co-workers, supervisors, administration and management are equally intent on quality.

NIMBLE STRUCTURE BY EXPERT MANAGEMENT.

Our management personnel are active and expert specifically (and almost solely) in providing protection of property and persons through contract uniformed security services. **When the recent economic climate required fundamental changes in the delivery of security services to its municipal/government clients, FSS's Executive Team responded by using real time data to develop cost effective changes, alternatives and technological enhancements to deliver reliable security service at reasonable rates.** FSS's efforts guaranteed that there was no compromise in service or protection while preserving critical dollars to the most stretched municipal budgets. FSS's partnership culture resulted in significant savings (upwards of 5%) to its serviced municipalities.

FSS's partnership culture resulted in significant savings (upwards of 5%) to its serviced municipalities...with no compromise in service or protection, preserving critical dollars to the most stretched municipal budgets.

LAW ENFORCEMENT CONFIDENCE AND EFFECTIVE COLLABORATION.

FSS has developed close relationships and partnerships with local, State and Federal emergency services and law enforcement agencies through years of teaming arrangements in the areas that it services. **FSS is the contractor of choice for several California municipalities and county governments when augmenting public forces.** That means that when calls are dispatched from FSS's central station, emergency services and law enforcement agencies are confident that the information is timely and accurate – making that response a priority. This **credibility is critical to effective deterrent and enforcement efforts** benefiting County service areas.

FSS also supports local law enforcement as a committed civilian partner offering safety, surveillance and enforcement services. As just one of many examples, during the 1989 Loma Prieta Earthquake, FSS provided civilian support to law enforcement and fire authorities assisting with emergency evacuation, communications and general security protecting merchant facilities rendered unsecure by the disaster.

"Your officer's actions undoubtedly saved a life that evening and are certainly worthy of praise. His quick thinking, willingness to become involved, and support of members of the CHP are sincerely appreciated."

- D.R. Follett, Commander, Monterey CHP

ROBUST, FULLY INTEGRATED VIRTUAL INFRASTRUCTURE.

FSS's support technologies are acknowledged as security-industry "best practices." We actively exploit the maximum return on investment from our applications; and frequently implement the advanced software functions that most security firms do not even consider.

FSS continues to invest in the most relevant virtual assets and remains constantly poised to easily respond as new communications devices and channels appear. Our clients benefit from our extended functionality with minimal capital expenditure, and experience a robust level of quality and service.

FSS: a true security partner who listens first, analyzes carefully then acts reasonably.

ROBUST, PROACTIVE QUALITY ASSURANCE METHODS.

FSS's commitment to smooth operations and quality assurance runs deep. FSS's goal is NOT to be a tactical responder, but a true security partner who listens first, analyzes carefully then acts reasonably. That approach has proven successful with the County of Monterey and every municipality with which FSS has served.

FSS provides quality, not just bodies. For over 48 years we have **earned our reputation every day** for innovations in technology, quality and professionalism in the protection of life, property and private assets. This is our business; 100% of FSS Patrol Services' revenue is derived from the protection of our clients, their assets and property. Clients expect services which not only meet contract requirements but also meet their needs and expectations. While many other security companies "talk the talk" of high quality and customer service, we have found that by listening and responding to our customers' needs, continually increasing our security industry knowledge, and proactively pursuing best practices in the security industry, we continue to set the benchmark for these much talked about traits.

We are large enough to have substantial resources that ensure our ability to meet our client's security needs, yet small enough to provide flexible, highly personalized attention to our clients' unique security service needs. In many security firms, management and departments are located out of the area, out of the state or in some firms, out of the country. Responsiveness can be slower, communications can experience roadblocks. All of FSS's management staff are local and have worked together for a long time; communication amongst departments is done with ease.

Our many quality controls and other proactive cost controls allow FSS to offer extraordinary top-to-bottom quality assurance programs *at no added, or hidden, cost to our clients.*

QUARTERLY BUSINESS REVIEWS.

Our normal protocol includes Quarterly Business Reviews (QBR) with each of our clients by either Branch Management or Operations Team. Key accounts, including ALL municipal accounts, are assigned to QBR by the Chief Operations Officer.

CONSISTENT TEAM MEETINGS.

Executive and Operations Management meets weekly -- every week -- for in-depth discussion of all pertinent client matters. **RESULTS: A)** regular review of our performance against contract requirements; **B)** immediate addressing of even minor issues; and **C)** as-needed updates or changes to company policies and procedures to meet *and exceed* client expectations.

QUALITY OFFICERS FOR QUALITY SECURITY PROGRAM.

Labor costs can be up to 75% of total security program cost; FSS carefully controls and monitors these labor costs using a number of methods, which include:

- hiring mature individuals who actively seek stable employment, and security as a career;
- making all efforts to retain those employees, including with carefully crafted longevity-based employee advancement, engagement and morale Programs;
- Preventing overtime costs through continual schedule monitoring.

Throughout our 48 years in business, FSS has actively sought innovations that support our officers' health, well-being and safety. The finest security officers are attracted to FSS because they know FSS equals quality: quality security programs, quality tools and equipment to do the

job well--and protect officers' personal safety. The resulting large pool of applicants allows FSS to select only the best in the region who are actively seeking stable employment and security as a career. We then offer a dynamic wage and benefit program, a comprehensive training program and multiple avenues for advancement across our premiere client sites. The result is extraordinarily loyal employees who take pride in the quality of every detail of their work.

RESERVE STAFF FLOATERS.

To assure trained and ready officers, additional off-site officers are cross-trained to meet the requirements of Monterey County's multiple services sites. FSS is able to supply additional armed and unarmed officers within minutes to a scant few hours from time notified, and be able to respond if/when County work schedules expand. It is our normal practice to maintain a total trained force of approximately 120-125% of staffing needs (and obtain client approval as necessary).

Reserve staff "floaters" are uniformed, trained, licensed and fully certified/registered and site-trained officers. This reserve force covers vacations, leaves of absence, temporary operations, or other emergency staffing needs and are commonly off-duty local law enforcement officers who frequently seek out positions due to their respect for our quality and methods.



The result for our clients:

- Positions emptied by workforce turnover are filled promptly and cost effectively not just by bodies but by officers **already fully trained and client approved.**
- Staffing needs **at any site** are filled cost effectively and promptly with fully certified and site knowledgeable emergency staffing -- on post with just one phone call.
- Supervisors spend their time supervising, not "covering" post shortfalls.

INTEGRATED SOLUTIONS.

Our security-industry "best practices" software platforms share information swiftly, effectively and in real-time -- while also lowering our operating costs and simplifying administration. Automated checks/balances and safety controls reduce human error, and assure officer safety. As just one example: our Kwantek Employee Operating Style Assessment candidate pre-screening software substantially increases the quality of FSS's hires. Kwantek easily and objectively identifies candidate success attributes, generally identifying 30% of applicants as lacking two key indicators of *security industry success*: customer service skills and reliability / dependability.

QUALITY CONTROL AND ASSURANCE

FSS's commitment to smooth operations and quality assurance runs deep. FSS's goal is NOT to be a tactical responder, but a true security partner who listens first, analyzes carefully then acts reasonably. That approach has proven successful with every municipality whom FSS has served -- it is how we have served the County of Monterey over the years and it is a tenant FSS strives to improve year over year.

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pursuing best practices in the security industry, we continue to set the benchmark for these much talked about traits.

In many security firms, management and departments are located out of the area, out of the state or in some firms, out of the country. Responsiveness can be slower, communications can experience roadblocks. All of FSS's management staff are local and have worked together for a long time; communication amongst departments is done with ease. And **FSS's strategically located Branch and Satellite offices enable us to provide management and executive management response in less than 10 minutes to every service location.**

We are large enough to have substantial resources that ensure our ability to meet our client's security needs, yet small enough to provide flexible, highly personalized attention to our clients' unique security service needs. By listening and responding to our customers needs, proactively increasing our security industry knowledge, and continually pursuing best practices in the security industry, we continue to set the benchmark for these much talked about traits for providing Best Value quality

Our many quality controls and other proactive cost controls allow FSS to offer extraordinary top-to-bottom quality assurance programs *at no added, or hidden, cost to our clients.* As just several of many examples of our industry-unique programs that assure quality:

OWNERSHIP
EXCELLENCE
ESOP
INTEGRITY
TEAMWORK

GOVERNMENT | MUNICIPAL SECURITY TRAINING

FSS developed specialized government training curriculum as a result of providing services to our many transit authority/district clients. This curriculum is based on American Public Transportation Association 'Best Practices' and guidelines from the Department of Homeland Security for CI/KR and public safety and security.

NIMBLE STRUCTURE BY EXPERT MANAGEMENT.

Our management personnel are active and expert specifically (and almost solely) in providing protection of property and persons through contract uniformed security services. **When the recent economic climate required fundamental changes in the delivery of security services to its municipal/government clients,** FSS's Executive Team responded by using real time data to develop **cost effective changes, alternatives and technological enhancements to deliver reliable security service at reasonable rates.** FSS's efforts guaranteed that there was no compromise in service or protection while preserving critical dollars to the most stretched municipal budgets. FSS's partnership culture resulted in significant savings (upwards of 5%) to its serviced municipalities.

EMPLOYEE STOCK OWNERSHIP PLAN (ESOP)

First Alarm's penchant for being first in the industry is graphically illustrated by the founder's ESOP decision. Along with being California's first and only certified security services vendor, First Alarm companies have now become one of California's only regional security companies offering equity opportunities to its employees.

In 2009, First Alarm companies provided a robust succession and reward plan to its loyal and committed security personnel by establishing an Employee Stock Ownership Plan ("ESOP"). Our employees are vested in the organization and in its success from 2-7 years with 100% vesting at 7 years. As a result of this sharing in the company's success, FSS experiences increased morale and

productivity from highly motivated workers (and of course achieves increased cash flow and tax savings that reduce operating costs and support its strong financial infrastructure).

And all our employees are clear on the actions that would negatively impact both quality of service and the cost of its delivery – impacting the bottom line and therefore their pocketbooks, directly. Our officers regulate each other – unique in our industry.

The results for our clients:

Higher performing security officers consistently on site, dedicated to protecting your site's people, plant and assets while also actively seeking ways to improve the quality of your security program – and to lowering risk at your facility.

ROBUST, FULLY INTEGRATED VIRTUAL INFRASTRUCTURE.

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EXTRAORDINARY TOP TO BOTTOM QUALITY ASSURANCE PROGRAMS

FSS's commitment to smooth operations and quality assurance runs deep. FSS's goal is NOT to be a tactical responder, but a true security partner who listens first, analyzes carefully then acts reasonably. That approach has proven successful with every municipality with which FSS has served – it will be the same for Valley Transit.

First Alarm Security & Patrol is the first Private Patrol Operator (PPO) in California to become a CALSAGA Certified Security Services Provider. To become certified, a security firm undergoes an extensive *audited, independent review against standards that exceed state requirements*, including: ethical, financial and business practices and information and record management. An on-site evaluation determines compliance with best practices; this comprehensive evaluation demonstrates a security firm's commitment to a higher standard of service – the best of the best.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured As Required by Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact *Emails about this contract should be sent to: (required)* john.krull@ousd.k12.ca.us

Contractor Information

Contractor Name	First Alarm	Agency's Contact	Gail Tutt		
OUSD Vendor ID #	V058204	Title	Comptroller		
Street Address	1731 Technology Drive, Suite #800	City	San Jose	State	CA Zip 95110
Telephone	(408) 364-1110	Email (required)	gtutt@firstalarm.com		
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		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	April 1, 2014	Date work will end	December 31, 2014	Other Expenses	
Pay Rate Per Hour (required)	\$ 58.30	Number of Hours (required)	2,082		

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 #	Resource Name	Org Key	Object Code	Amount
0000	General Purpose	9989884101	5825	\$ 121,345.00
			5825	
			5825	
Requisition No. (required)	R0153731		Total Contract Amount	\$ 121,345.00

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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	John Krull	Phone	(510) 879-8872
	Site/Department (Name & #)	Technology Services		Fax	(510) 452-2005
	Signature	<i>[Signature]</i>		Date Approved	3/11/15
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$86,000				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	3/10/15
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	