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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 8, 2021

Subject Award of General Services Agreement – Bay Alarm Company - Response & Patrol Services Project – Buildings & Grounds Department

Action Requested Approval by the Board of Education of General Services Agreement between the District and Bay Alarm Company, Concord, California, for the latter to provide outside patrol services, and twenty-four (24) hour-per-day, seven (7) days per-week burglary alarm response & patrol services to the District, for the Response & Patrol Services Project, in the not to exceed amount of **\$180,000.00**, at the rate of \$15,000.00 per month for services, as the selected contractor, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **June 30, 2022**.

Discussion Contractor will provide response & patrol services for the district-wide project. Contractor was selected based on required specially trained services, which does not require competitive bidding. (Public Contract Code §20111(d), and Government Code §53060).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Bay Alarm Company, Concord, California, for the latter to provide outside patrol services, and twenty-four (24) hour-per-day, seven (7) days per-week burglary alarm response & patrol services to the District, for the Response & Patrol Services Project, in the not exceed amount of **\$180,000.00**, at the rate of \$15,000.00 per month for services, as the selected contractor, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **June 30, 2022**.

Fiscal Impact Fund 010 General Funds

Attachments

- Agreement
- Proposal
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1729

Department: Buildings & Grounds Department

Vendor Name: Bay Alarm Company

Project Name: Response & Patrol Services

Project No.: 20014

Contract Term: Intended Start: July 1, 2021

Intended End: 6-30-2022

Total Cost Over Contract Term: \$180,000.00

Approved by: Marc White

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Bay Alarm will provide outside patrol services shall consist of marked response vehicles patrolling the patrol areas on the public streets and provide twenty-four (24) hour-per-day, seven (7) days-per-week burglary alarm response for the District.

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

If "No," please answer the following questions:

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

Bay Alarm 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:

- Bay Alarm is providing response and patrol 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**

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 **Bay Alarm Company** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following response and patrol services to District (collectively, the “Basic Services”): BAY ALARM TO PROVIDE:

- ALARM RESPONSE SEVEN DAYS A WEEK DURING THE TIMEFRAMES LISTED BELOW.
- 24 HOUR ALARM RESPONSE WILL BE PROVIDED DURING THE 14 OUSD HOLIDAYS.
- UPON AN ALARM ACTIVATION, A UNIFORMED AGENT WILL RESPOND TO BURGLAR ALARM SIGNALS FROM THE OUSD DISTRICT SITES, INCLUDING HOLIDAYS. AT THIS TIME THE AGENT WILL PROVIDE A PERIMETER SEARCH OF PROPERTY TO LOOK FOR SIGNS OF FORCED ENTRY.
- IF SUSPICIOUS ACTIVITY OR AN ACTIVE BURGLARY IS TAKING PLACE, THE AGENT WILL DISPATCH THE LOCAL AUTHORITIES (OAKLAND POLICE DEPARTMENT) TO RESPOND TO THE EVENT.
- BAY ALARM AGENT WILL REMAIN ONSITE UNTIL EITHER OUSD STAFF OR OPD ARRIVES.
- IF WINDOW OR DOOR REPAIR IS REQUIRED, THE AGENT WILL REMAIN ONSITE TO ASSIST WITH THE SAFETY OF THE REPAIR CREW (UP TO 2 HOURS)
- BAY ALARM AGENT WILL RESET THE ALARM IF THE SYSTEMS KEYPAD IS NEAR AN ENTRY DOOR.
- IN ORDER TO ACCESS EACH PROPERTY A SEPERATE TYPE OF "KNOX BOX" FROM THE FIRE DEPARTMENTS WILL NEED TO BE PROVIDED.
- BAY ALARM AGENT WILL RESPOND TO ALARM SIGNALS IN A MARKED VEHICLE.
- IN THE EVENT OF REPEATITIVE FALSE ALARMS, THE BAY ALARM AGENT WILL WORK WITH OUR CENTRAL STATION TO DETERMINE THE CAUSE OF THE FALSE ALARMS. A CENTRAL STATION EMPLOYEE WILL THEN COMMUNICATE THE FINDINGS BACK TO OUSD STAFF.
- DURING TIMES OF LIMITED ALARM ACTIVITY THE BAY ALARM AGENT(S) WILL PROVIDE INTERMITTENT PATROL ACROSS THE OUSD LOCATIONS.

BAY ALARM AGENT RESPONSE HOURS:

- MONDAY 6:00 PM - TUESDAY 7:00 AM
- TUESDAY 6:00 PM - WEDNESDAY 7:00 AM
- WEDNESDAY 6:00 PM -THURSDAY 7:00 AM
- THURSDAY 6:00 PM - FRIDAY 7:00 AM
- FRIDAY 6:00 PM - MONDAY 7:00 AM

OUSD HOLIDAY SCHEDULE:

Bay Alarm to provide services on the following dates during the contract term designated a holiday by the District: JULY 5TH, SEPTEMBER 6TH, OCTOBER 11TH, NOVEMBER 11TH, NOVEMBER 25TH, NOVEMBER 26TH, DECEMBER 24TH, DECEMBER 31ST, 2021, AND JANUARY 17TH, FEBRUARY 21ST, APRIL 1ST, MAY 30TH, 2022

* PLEASE SEE ADDENDUM A FOR THE COMPLETE LIST OF OUSD LOCATIONS ASSOCIATED TO THE SCOPE OF WORK ABOVE.

*AGREEMENT TERMS HAVE BEEN CHANGED FROM 60 MONTHS TO 12 MONTHS. AFTER INITIAL TERMS HAVE BEEN MET THIS AGREEMENT WILL RENEW ON A MONTH-TO-MONTH BASIS

(a) OUTSIDE PATROL SERVICE: Outside Patrol Service shall consist of marked response vehicles patrolling the patrol area on public streets on a random basis except when performing functions, which require the patrol officer to stop and leave the vehicle. If the patrol officer observes criminal activity, fire or other threats to your property, he will take appropriate prudent action, and if we deem it necessary, we will notify the local police or fire department or other emergency personnel, and the first available person on your emergency call list. You understand and agree that in the event your property is locked, guarded or fenced, we have no duty of any nature whatsoever to attempt to enter your premises until and unless you provide us with access to the premises, which access shall include, but is not limited to, giving us keys or other barrier access. We shall not be obligated or required to enter any portion of your property in which dangerous animals or other hazardous conditions, as the same may be reasonably determined by us, in our sole determination, may be located. You will provide us with a written emergency call list of persons to contact in the event of an emergency at your premises, and you will keep such list current by advising us, in writing, of any changes to it.

(b) ALARM RESPONSE SERVICE: Bay shall provide twenty-four (24) hour-per-day, seven (7) days-per-week burglary alarm response. Upon receipt of notification from Bay's monitoring facility that an alarm has been activated at User's premises, Bay shall without warranty dispatch a Response Officer to User's premises. If the Response Officer observes an emergency condition at the User's premises, the Response Officer shall make every reasonable attempt without warranty to notify the appropriate public authority or User's designated representative of the condition. The Response Officer will conduct a perimeter visual inspection of the premises, but will not enter the premises. The Response Officer may or may not leave his vehicle in his sole discretion. The Response Officer shall not be required to attempt to apprehend, detain, or arrest any persons on or about the premises. They shall not be obligated to remain at the User's premises for more than thirty (30) minutes. For periods of time in excess of thirty (30) minutes, we shall charge User at its normal prevailing rates in thirty (30) minute increments. The Response Officer shall observe and report any information he obtains (license number, description of suspect, etc.) to law enforcement.

SERVICES NOT INCLUDED: Responding to panic, duress, holdup, domestic violence calls, medical or fire alarm signals from the User's premises are excluded and are not part of the service.

INVESTIGATION AND ARREST BY BAY: You authorize our patrol officers and response officers to investigate any circumstances pertaining to your premises property which in the patrol or response officer's opinion appears to be suspicious. You authorize our patrol and response officers to cause the arrest of any person or persons on or around the premises who are unauthorized by you to enter your premises during closed periods and to hold such person or persons until released by you, your known representative or police authority.

LOCATIONS: A list of all premises can be found attached in Exhibit A. "Services" shall mean Basic

General Services – Bay Alarm – Buildings & Grounds – Response & Patrol Services Project - \$180,000.00
{SR565566}

Services. The Services include all work described in the June 9, 2021; proposal attached to this Agreement as Exhibit A.

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

3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **June 30, 2022** ("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. In the event District terminates the Agreement for convenience during the Term, District shall pay Contractor all amounts due through the date of termination and the monthly service charges for the unexpired portion of the Term.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$15,000.00 per month for satisfactory performance of services during the term. Contractor shall not increase this rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed One Hundred Eighty Thousand Dollars No/100 (\$180,000.00). District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. 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. Notwithstanding anything to the contrary herein, Contractor shall have no liability, indemnity or defense obligations for Claims arising out of or resulting from events Contractor's equipment and/or services are intended to detect, deter, or avert ("Alarm Events").

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the District from any or further exercise of any right or remedy.

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

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

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

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

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

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

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

- ~~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.~~

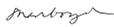
Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

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

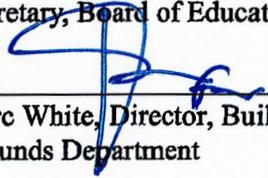
thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

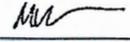
 9/9/2021
Shanthi Gonzales, President, Date
Board of Education

 9/9/2021
Kyla Johnson-Trammell, Superintendent Date
Secretary, Board of Education

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

CONTRACTOR:

Bay Alarm

By:  Michal Kubicki

Title: Corporate Counsel Date: 6/17/2021

Address for District Notices:

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

Address for Contractor Notices:

Bay Alarm
5130 Commercial Cir
Concord, CA 94520
925-595-4679

Approved As To Form:

 6-24-21
OUSD Facilities Legal Counsel Date

Exhibit A

General Services – Bay Alarm – Buildings & Grounds – Response & Patrol Services Project - \$180,000.00
{SR565566}



June 9, 2021

EXHIBIT A

5130 Commercial Circle, Concord, CA 94520

www.bayalarm.com

800-610-1000

USER NAME: OAKLAND UNIFIED SCHOOL DISTRICT

Addendum A

PAGE 1 OF 12

[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
907872	2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907873	2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907875	2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907876	2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907878	3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) Radionics 9412 security panel *additional devices and locations to be sent by OUSD	\$ 82.76	\$ -
907880	5222 YGNACIO AVE, OAKLAND, CA 94601	Horeace Mann School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907881	400 CAPISTRANO DR, OAKLAND, CA 94603	James Madison Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907882	1975 40th AVE, OAKLAND, CA 94601	Jefferson CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907883	8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907884	8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907885	401 JONES AVE, OAKLAND, CA 94603	Brookfield Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907886	401 JONES AVE, OAKLAND, CA 94603	Brookfield CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

****READ ALL PAGES BEFORE YOU SIGN****



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services		License # 0L72977	NAMED INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Notepad
BAY ALARM COMPANY
Additional Insured Amendment

User has requested and Bay has agreed to cause User to be named as additional insured to Bay's commercial general liability insurance coverage (the "Coverage") solely in accordance with the terms, covenants, limitations and conditions set forth in both this amendment and Bay's commercial general liability insurance policy including any endorsements thereto (the "Policy"). User acknowledges and agrees that Bay would not agree to name User as an additional insured unless User agrees to be bound by the terms, covenants, limitations and conditions contained herein.

1. User Name as Additional Insured.

As soon as reasonably possible after execution of this amendment, Bay will request its liability insurance provider to name User as an Additional insured on the Coverage and will provide User with a certificate of liability insurance issued by Bay general liability insurance producer evidencing the same (the "Certificate").

2. Extent of Coverage.

User acknowledges and agrees that being named as an additional insured on the Coverage is limited as follows:

- The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
- User is an additional insured under the Coverage but only with respect to claims, losses or liability asserted by third parties (and not User, its owners, including without limitation, its parent shareholders, members or partners, its agents, employees, successors and assigns) arising out of ongoing installation and service work caused solely by Bay while working onsite, but excluding monitoring, equipment failure, alarm response service, alarm losses or claims for any reason whatsoever including a negligence claim performed by Bay during the term of the Agreement for alarm system(s) and service(s) between Bay and User (the "Agreement") and not work performed by User or anyone else or the operations of User or anyone else.

- User is not an additional insured under the Coverage for claims for injury, loss, liability or damage to User, its agents, employees, successors or assigns (as opposed to claims asserted against User by third parties) that may be asserted by User against Bay.
- This amendment shall terminate concurrently with the termination of the Agreement for any reason, and thereafter shall be of no further force and effect/ or upon completion of Installation.

3. Ratification of Agreement.

Except as expressly set forth herein, the terms, covenants and conditions set forth in the Agreement remain unchanged and are hereby ratified and affirmed. User acknowledges and agrees that naming User as an



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services		License # 0L72977	NAMED INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520
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additional insured under the Coverage does not, in any way, alter, amend, limit or mitigate: (i) the limitation of Bay's liability; (ii) Bay's right to indemnification for third party claims; or (iii) User's waiver of subrogation, set forth in the Agreement.

[contracts/amendment 9/2012]

THE FOLLOWING ENDORSEMENTS APPLY ONLY AS INDICATED IN THE DESCRIPTION OF OPERATIONS

GENERAL LIABILITY:

- * Per attached Form CG2033 04/13, (SEE CERTIFICATE) is/are named as Additional Insured(s) as respects General Liability as required by written contract regarding the Ongoing Operations for Installation & Service Work performed exclusively by Bay Alarm Co. but excluding monitoring & Alarm Response Service.
- * Coverage is primary if required by written contract per form CG2001 0413
- * Waiver of Subrogation if required by written contract per Form CG 2404 0509

AUTOMOBILE LIABILITY:

- * Additional Insured if required by written contract per form 87950 1005
- * Waiver of Subrogation if required by written contract per form 62897 0695

WORKERS' COMPENSATION:

- * Waiver of Subrogation if required by written contract per Form WC 040361 (California Only)
- * Waiver of Subrogation if required by written contract per Form WC000313 0484 (Arizona Only)

*10 Days notice of cancellation for non-payment of premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

policy provided that:

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2020 forms a part of
Policy No. CA 244-68-54 issued to BAY ALARM COMPANY
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)



AUTHORIZED SIGNATURE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 3/01/2020 forms a part of Policy No. 012016091

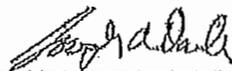
Issued to BAY ALARM COMPANY

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Bay Alarm Response & Patrol Services	Site	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.

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

Contractor Name	Bay Alarm Company	Agency's Contact	Michal Kubicki				
OUSD Vendor ID #	006555	Title	Project Manager				
Street Address	5130 Commercial Circle	City	Concord	State	CA	Zip	94520
Telephone	925-595-4679	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	20019						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-1-2021	Date Work Will End by (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not to Exceed)	\$180,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0000	General Funds	010-0000-0-0000-8200-5873-988-9880-9990-9999-99999	5873	\$180,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director of Buildings & Grounds Department				
	Signature	Date Approved	6/24/21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	6-24-21		
3.	Deputy Chief, Facilities Planning & Management Department				
	Signature	Date Approved	6/29/21		
4.	Chief Finance Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			