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File ID Number	20-0636
Introduction Date	4-22-2020
Enactment Number	20-0542
Enactment Date	4/22/2020 os



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jeff Godown, Chief of Police Services Department

Board Meeting Date April 22, 2020

Subject Amendment No. 1 Award of General Services Agreement for the Response & Patrol Services Project to Bay Alarm

Action Requested Approval by the Board of Education of Amendment No. 1, General Services Agreement between the District and Bay Alarm, Concord, CA, 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 an additional amount of \$180,000.00, increasing Agreement not to exceed amount from \$45,000.00 to \$225,000.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on July 1, 2020 and schedule to last until June 30, 2021, pursuant to the Amendment. The revised term end date is June 30, 2021.

Discussion This Amendment is to allow the current scope of work to continue which includes Bay Alarm to provide response & patrol services for the District. Also time extension for additional 365 days. Bay Alarm is licensed by the California Bureau of Security & Investigative Services as a private patrol operator and as an alarm company. All of Bay Alarm’s employees are required to be registered as Alarm Agents and to pass a background check.

LBP (Local business participation percentage) 00.0%

Recommendation Approval by the Board of Education of Amendment No. 1, General Services Agreement between the District and Bay Alarm, Concord, CA, 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 an additional amount of \$180,000.00, increasing Agreement not to exceed amount from \$45,000.00 to \$225,000.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on July 1, 2020 and schedule to last until June 30, 2021, pursuant to the Amendment. The revised term end date is June 30, 2021.

Fiscal Impact

Attachments • Amendment No. 1



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

- Proposal
- Insurance Certificate

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Bay Alarm** OUSD entered into an agreement with CONTRACTOR for services on **March 26, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Response & Patrol Services Project** as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This Amendment to make a time extension of 365 days to allow Bay Alarm to continue Response & Patrol Services for the District. See attachment.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Three Hundred Sixty-Five Days (365) days</u>, and the amended expiration date is <u>June 30, 2021</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Hundred Eighty Thousand Dollars (\$180,000.00)</u>.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Forty-Five Thousand Dollars (\$45,000.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)</u>.</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)


6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Bay Alarm – Response & Patrol Services Project - \$180,000.00

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London, President,
Board of Education
4/23/2020
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education
4/23/2020
Date



Jeff Godown, Chief of Police Services
Department
3/23/2020
Date

Approval as to form:


Anne Sandberg
[name]
3/25/20
Date
General Counsel, Facilities, Planning and Management

CONTRACTOR



Contractor Signature
3/19/2020
Date

Michal Kubicki, Corporate Counsel

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Bay Alarm

Detailed Description of Services to be provided: This Amendment to make corrections a time extension of 365 days to allow Bay Alarm to continue Response & Patrol Services for the District. See attachment.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<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 checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

EXHIBIT A

1. **Contractor Services.** Contractor agrees to provide the following response and patrol services to District (collectively, the "Services"):

- 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 DEPARTMENT'S 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 BAY ALARM'S 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

DISTRICT HOLIDAY SCHEDULE:

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



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	BAY ALARM COMPANY	Contractor's Contact	MICHAL KUBICKI		
OUSD Vendor ID #	006555	Title	Project Manager		
Street Address	5130 Commercial Circle	City, State	Concord, CA	Zip Code	94520
Telephone	510-798-4202	Email (required)	MICHAL.KUBICKI@BAYALARM.COM		

Compensation and Terms

Current Contract Amount	\$45,000	OUSD Vendor ID #	006555	Start Date of Original Contract	04/1/2020
Amount of Increase	\$180,000	Original PO #		Current Term End Date	06/30/2020
Amount of Decrease	0.00	New Requisition #		New Term End Date*	06/30/2021
New Total Contract Amount	\$225,000	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	010-0000-0-0000-8311-5825-994-9940-9157-0501-99999	General Funds	180,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	20-0506	BAY ALARM CONTRACT	\$45,000
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount

OUSD Contract Originator Information

Name of OUSD Contact	VILMA BERMUDEZ	Email	vilma.bermudez@ousd.org		
Site/Dept. Name	POLICE SERVICES	Site #	994	Phone	510-338-5322

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			3/23/2020
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$92,600)			3/23/2020
6. Superintendent, Board of Education	Signature on the legal contract		3/25/20



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services, LLC		License # 0H66758	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:

- a. The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
- b. 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.
- c. 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.
- d. 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, LLC		License # 0H66758	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	

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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:

- a. The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
- b. 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.
- c. 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.
- d. 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

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020

Basic Directions	
<i>Additional directions and related documents are on the Contracts Website (intranet)</i>	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
<ol style="list-style-type: none"> Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification) Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 	
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).

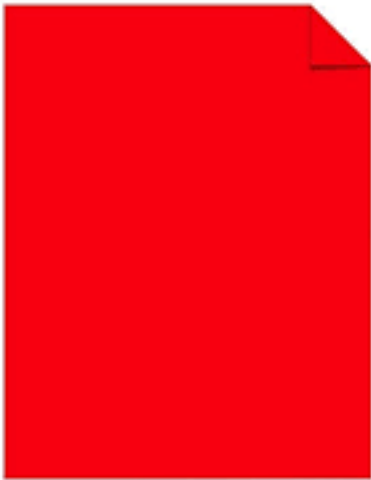
Contractor Information					
Contractor Name	BAY ALARM COMPANY	Contractor's Contact	MICHAL KUBICKI		
OUSD Vendor ID #		Title	PROJECT MANAGER		
Street Address	5130 COMMERCIAL CIRCLE	City, State	CONCORD, CA	Zip Code	94520
Telephone	510-798-4202	Email (required)	MICHAL.KUBICKI@BAYALARM.COM		
Contractor History	Previously been an OUSD contractor? No		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines					
Anticipated Start Date	4/1/2020	Date Work Will End	6/30/2020	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
	010-0000-0-0000-8311-5825-994-9940-9157-0501-99999	GENERAL FUNDS	\$ 45,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 45,000.00

OUSD Contract Originator Information					
Name of OUSD Contact	SEEMA SALUJA	Email	SEEMA.SALUJA	@ousd.org	
Site/Dept. Name	994/POLICE SERVICES	Site #	994	Phone	510.874.7784

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.					
1.	Administrator / Manager (Originator)	Name	GREGORY HOM	Phone	510-874-7777 Fax 510-874-7790
	Site/Department (Name & #)	994/POLICE SERVICES		Date Approved	3/2/20
	Signature	<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager	Type of Funds:	<input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant		
	<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/Executive Director				
	Signature	Date Approved			
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600				
	<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	Date Approved	3/2/20		
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			



Board Office Use: Legislative File Info.	
File ID Number	20-0506
Introduction Date	3-25-2020
Enactment Number	20-0457
Enactment Date	3/25/2020 os



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Gregory Hom, Sargent of Police Services Department

Board Meeting Date March 25, 2020

Subject Award of General Services Agreement for the Oakland Unified School District Response & Patrol Services Project to Bay Alarm Company – Police Services Department

Action Requested Approval by the Board of Education of General Services Agreement for the Oakland Unified School District Response & Patrol Services Project to 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, in the amount of **\$45,000.00**, at the rate of \$15,000.00 per month for services, as the selected contractor, with work scheduled to commence on **April 1, 2020**, and scheduled to last until **June 30, 2020**, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor.

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

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement for the Oakland Unified School District Response & Patrol Services Project to 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, in the amount of **\$45,000.00**, at the rate of \$15,000.00 per month for services, as the selected contractor, with work scheduled to commence on **April 1, 2020**, and scheduled to last until **June 30, 2020**, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor.

Fiscal Impact

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 20 -0506

Department: Police Services

Vendor Name: Bay Alarm Company

Project Name: Response & Patrol Services

Project No.: 5825

Contract Term: Intended Start: April 1, 2020

Intended End: 6-30-2020

Annual (if annual contract) or total (if multi-year agreement) Cost: \$45,000.00

Approved by: Gregory Hom

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?

[Empty box for answer to question 1)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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

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

- 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 BAY ALARM’S 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

DISTRICT HOLIDAY SCHEDULE:

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

JANUARY 20TH, FEBRUARY 17TH, MARCH 27TH, and MAY 25TH.

PLEASE SEE EXHIBIT A FOR THE COMPLETE LIST OF OUSD LOCATIONS FOR THE SCOPE OF WORK ABOVE.

SERVICES: Bay will provide the services checked above as described below:

(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 officers observes criminal activity, fire or other threats to District property, he will take appropriate prudent actions, and if we deem necessary we will notify the local police or fire department or other emergency personnel, and the first available person on the District emergency call list. The District understands and agrees that in the event District property is locked, guarded or fenced, we have no duty of any whatsoever to attempt to enter District premises until and unless the District provides 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 District property in which dangerous animals or other hazardous conditions, as the same may be reasonably determined by Bay Alarm's, may be located. The District will provide Bay Alarm with a written emergency call list of persons to contact in the event of an emergency at District premises, and the District will keep such list current by advising Bay Alarm, 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 District premises, Bay shall without warranty dispatch a Response Officer to District 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 District'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 vehicles 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 District's premises for more than thirty (30) minutes. For period of time in excess of thirty (30) minutes, we shall charge the District 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 District's premises are excluded and are not part of the service.

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

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

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

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

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

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$15,000.00 per month for Services satisfactorily performed during the Term. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **\$45,000.00** (the "Fee"). Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful

misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Notwithstanding anything to the contrary herein, Contractor shall have no liability, indemnity or defense obligations for Claims arising out of or resulting from events Contractor's equipment and/or services are intended to detect, deter, or avert ("Alarm Events").

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

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

9. Independent Contractor Status. Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it

provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

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

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

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

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

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

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

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
BAY ALARM COMPANY



Jody London, President, Board of Education 3/26/2020
Date

By: _____



Kyla Johnson Trammell, Superintendent, 3/26/2020
Board of Education Date

Name: _____



Gregory Hom, 2/3/20
Police Services Date

Title: _____

Address for District Notices:
Gregory Hom
955 High Street
Oakland, CA 94601

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

Approved As To Form:



OUSD Facilities Legal Counsel

2/28/20

Date

EXHIBIT A

LIST OF LOCATIONS

2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - BA
2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - BA
3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale CDC - BA
3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale Elementary - BA/FA
5222 YGNACIO AVE, OAKLAND, CA 94601	Horace Mann School - BA/FA
400 CAPISTRANO DR, OAKLAND, CA 94603	James Madison Middle School - BA/FA
1975 40th AVE, OAKLAND, CA 94601	Jefferson CDC - BA/FA
8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - BA
401 JONES AVE, OAKLAND, CA 94603	Brookfield Elementary - BA/FA
401 JONES AVE, OAKLAND, CA 94603	Brookfield CDC - BA/FA
5750 COLLEGE AVE, OAKLAND, CA 94618	Claremont Middle School - BA/FA
915 FOOTHILL BLVD, OAKLAND, CA 94606	Franklin Elementary School - BA/FA
915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe Elementary - BA/FA
915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe CDC - BA/FA
920 53RD ST, OAKLAND, CA 94608	Glenview @ Pleasant Valley - BA/FA
4730 FLEMING AVE, OAKLAND, CA 94619	Melrose Leadership Academy - BA/FA
11850 CAMPUS DR, OAKLAND, CA 94619	Hintil Kuu Ca CDC - BA/FA
4314 PIEDMONT AVE, OAKLAND, CA 94611	Piedmont Elementary - BA/FA
86 ECHO AVE, OAKLAND, CA 94611	Piedmont Elementary CDC - BA/FA
920 CAMPBELL ST, OAKLAND, CA 94607	Place @ Prescott - BA/FA
5525 ASCOT DR, OAKLAND, CA 94611	Joaquin Miller Elementary School - BA/FA
1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High School - BA
1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High Field House - BA/FA
4521 WEBSTER ST, OAKLAND, CA 94609	Oakland International High @ Carter - BA
460 63RD ST, OAKLAND, CA 94609	Peralta School - BA/FA
460 63RD ST, OAKLAND, CA 94609	Peralta School CDC - BA
1926 19TH AVE, OAKLAND, CA 94606	Roosevelt Middle School - BA/FA
314 EAST 10TH ST, OAKLAND, CA 94606	LEEC-Metwest & United Nation CDC - BA

1050 2ND AVE, OAKLAND, CA 94606	LEEC-La Escuelita Complex - BA/FA
750 INTERNATIONAL BLVD, OAKLAND, CA 94606	ACOE @ Neighborhood Center - BA/FA
2410 10TH AVE, OAKLAND, CA 94606	Bella Vista CDC - BA
6701 INTERNATIONAL BLVD, OAKLAND, CA 94621	Lockwood Campus - BA/FA
1757 MOUNTAIN BLVD, OAKLAND, CA 94611	Montclair Elementary - BA/FA
4401 39TH AVE, OAKLAND, CA 94619	Redwood Heights - BA/FA
8521 A ST, OAKLAND, CA 94621	New Rise @ Highland - BA/FA
1025 EAST 28TH ST, OAKLAND, CA 94610	Bella Vista Elementary - BA/FA
3700 COOLIDGE AVE, OAKLAND, CA 94602	Bret Harte Middle School - BA
11900 CAMPUS DR, OAKLAND, CA 94619	Carl Munck School - BA/FA
10315 E STREET, OAKLAND, CA 94603	Esperanza @ Stonehurst - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School CPAA - BA
955 HIGH ST, OAKLAND, CA 94601	OUSD Buildings & Grounds - BA/FA
1240 18TH ST, OAKLAND, CA 94607	Ralph Bunche Academy - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School/Bldg 100 - BA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Admin - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Gym - BA
3400 MALCOLM AVE, OAKLAND, CA 94605	East Bay Innovation Academy - BA/FA
4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary - BA/FA
4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary CDC - BA/FA
7220 KRAUSE AVE, OAKLAND, CA 94605	Markham School - BA/FA
1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Colliseum Prep - BA/FA
1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Bldg D - BA
7980 PLYMOUTH ST, OAKLAND, CA 94621	Webster CDC - BA/FA
291 10TH ST, OAKLAND, CA 94607	Yuk Yau CDC - BA/FA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High School - BA/FA
8601 MACARTHUR BLVD, OAKLAND,	Castlemont High School Pool - BA

Bay Alarm – Poilice Services - OUSD- Response & Patrol Services Project - \$45,000.00

CA 94605	
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont School of Arts - BA
8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High/Youth Aprising - BA
2035 40TH AVE, OAKLAND, CA 94601	Jefferson Campus - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg E - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg B - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Main Bldgs - BA/FA
2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg D - BA/FA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/Main - BA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/GYM - BA
4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech//Shops - BA
2409 EAST 27TH ST, OAKLAND, CA 94601	Manzanita Elementary - BA/FA
2618 GRANDE VISTA AVE, OAKLAND, CA 94601	Manzanita Elementary CDC - BA/FA
960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary - BA/FA
960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary CDC - BA
900 HIGH ST, OAKLAND, CA 94601	OUSD Ops Storeroom - BA/FA
900 HIGH ST, OAKLAND, CA 94601	OUSD Records Department - BA
900 HIGH ST, OAKLAND, CA 94601	OUSD Police/Painter Portable - BA/FA
3730 LINCOLN AVE, OAKLAND, CA 94602	Sequoia Elementary School - BA/FA
2101 35TH AVE, OAKLAND, CA	United for Success Academy - BA/FA
6328 EAST 17TH ST, OAKLAND, CA 94621	Green Leaf @ Whittier - BA/FA
890 BROCKHURST ST, OAKLAND, CA 94608	Hoover Elementary - BA/FA
225 11TH ST, OAKLAND, CA 94607	Lincoln School - BA/FA
4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Peer Assistance Review/Community Day - BA
417 29TH ST, OAKLAND, CA	Zapata Street Academy
901 105TH AVE, OAKLAND, CA 94603	Stonehurst CDC - BA/FA
3670 PENNIMAN ACE, OAKLAND, CA 94621	Allendale School - BA/FA
3994 BURCKHALTER AVE, OAKLAND, CA 94605	Burckhalter School - BA/FA
745 CLEVELAND ST, OAKLAND, CA 94606	Cleveland Elementary - BA
9860 SUNNYSIDE ST, OAKLAND, CA 94603	COX CDC - BA/FA

Bay Alarm – Poilice Services - OUSD- Response & Patrol Services Project - \$45,000.00

5555 ASCOT DR, OAKLAND, CA 94611	Montera Middle School - BA
8000 BIRCH ST, OAKLAND, CA 94621	East Oakland Pride @ Webster - BA/FA
6097 RACINE ST, OAKLAND, CA 94609	Washington CDC - BA/FA
1111 SECOND AVE, OAKLAND, CA 94606	Dewey Continuation High School - BA/FA
2639 84TH AVE, OAKLAND, CA 94605	Hillside Academy - BA/FA
1025 81ST AVE, OAKLAND, CA 94621	Acorn Woodland School - BA/FA
12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School/ROTC - BA/FA
12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School HC - BA/FA
12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School - BA/FA
3748 13TH AVE, OAKLAND, CA 94610	Edna Brewer School - BA/FA
1322 86TH AVE, OAKLAND, CA 94621	Highland CDC - BA/FA
1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose - BA
1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose/BLDG B - BA/FA
6686 CHABOT RD, OAKLAND, CA 94618	Chabot Elementary - BA/FA
25 SOUTH HILL RD, OAKLAND, CA 94618	Kaiser Elementary - BA/FA
7929 NEY AVE, OAKLAND, CA 94605	Parker Elementary - BA/FA
1640 22ND AVE, OAKLAND, CA 94606	Garfield Elementary - BA/FA
1011 UNION ST, OAKLAND, CA 94607	Cole Elementary - BA/FA
1011 UNION ST, OAKLAND, CA 94607	Cole Elementary/Portable - BA/FA
20 MARGUERITE DR, OAKLAND, CA 94618	Hillcrest School - BA/FA
800 33RD ST, OAKLAND, CA 94608	Harriet Tubman CDC - BA/FA
991 14TH ST, OAKLAND, CA 94607	West Oakland/Lafayette School - BA/FA
5880 THORNHILL AVE, OAKLAND, CA 94611	Thornhill Elementary - BA/FA
303118TH ST, OAKLAND, CA 94601	Urban Promise Academy - BA/FA
581 61ST ST, OAKLAND, CA 94609	Sankofa Elementary @ Washinton - BA/FA
470 EL PASEO DR, OAKLAND, CA 94603	Sobrante Park Elementary - BA/FA
2629 HARRISON ST, OAKLAND, CA 94612	Westlake Middle School - BA/FA
6232 HERZOG ST, OAKLAND, CA 94608	Golden Gate CDC - BA/FA
1895 78TH AVE, OAKLAND, CA 94621	Arroyo Viejo CDC - BA/FA
1710 45TH AVE, OAKLAND, CA 94621	Bond Stree Annex - BA/FA
3550 64TH ST, OAKLAND, CA 94605	Burbank School - BA/FA
1800 98TH AVE, OAKLAND, CA 94603	Elmhurst Middle School - BA/FA
4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont High School/Frog Bldg - BA/FA
8755 FONTAINE ST, OAKLAND, CA 94605	Howard Elementary School - BA/FA

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services, LLC		License # 0H66758	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:

- a. The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
- b. 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.

- c. 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.

- d. 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, LLC		License # 0H66758	NAMED INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520
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User acknowledges and agrees that being named as an additional insured on the Coverage is limited as follows:

- a. The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
- b. 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.
- c. 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.
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3. Ratification of Agreement.

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020

Basic Directions	
<i>Additional directions and related documents are on the Contracts Website (intranet)</i>	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
<ol style="list-style-type: none"> Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification) Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 	
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).

Contractor Information					
Contractor Name	BAY ALARM COMPANY	Contractor's Contact	MICHAL KUBICKI		
OUSD Vendor ID #		Title	PROJECT MANAGER		
Street Address	5130 COMMERCIAL CIRCLE	City, State	CONCORD, CA	Zip Code	94520
Telephone	510-798-4202	Email (required)	MICHAL.KUBICKI@BAYALARM.COM		
Contractor History	Previously been an OUSD contractor? No		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines					
Anticipated Start Date	4/1/2020	Date Work Will End	6/30/2020	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
	010-0000-0-0000-8311-5825-994-9940-9157-0501-99999	GENERAL FUNDS	\$ 45,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 45,000.00

OUSD Contract Originator Information					
Name of OUSD Contact	SEEMA SALUJA	Email	SEEMA.SALUJA @ousd.org		
Site/Dept. Name	994/POLICE SERVICES	Site #	994	Phone	510.874.7784

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.					
1.	Administrator / Manager (Originator)	Name	GREGORY HOM	Phone	510-874-7777 Fax 510-874-7790
	Site/Department (Name & #)	994/POLICE SERVICES		Date Approved	3/2/20
	Signature	<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager Type of Funds: <input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Executive Director				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600				
	<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			Date Approved	3/2/20
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			



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Bay Alarm Response & Patrol Services	Site	994
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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 #		Title	Project Manager		
Street Address	5130 Commercial Circle	City	Concord	State	CA
Telephone	510-798-4202	Policy Expires		Zip	94520
Contractor History	Previously been an OUSD contractor? Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	5825				

Term of Original/Amended Contract

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

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$45,000.00
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	010-0000-0-0000-8311-5825-994-9940-9157-0501-99999	5825	\$225,000.00

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.	Gregory Hom, Sargent, Policies Services Department				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>(Handwritten signature)</i>	Date Approved			2/28/20
3.	Jeffery Godown, Chief, Policies Services Department				
	Signature	Date Approved			
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			