

Board Office Use: Legislative File Info.	
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Enactment Number	23-1608
Enactment Date	9/13/2023 er



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management

Board Meeting Date September 13, 2023

Subject Agreement Between Owner and Contractor – DecoTech Systems, Inc. – Life Academy & United for Success Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District and DecoTech Systems, Inc.**, Walnut Creek, California, for the latter to provide installation of 32 new single sensor cameras, 3 new multi-sensor cameras, 21 cameras replacements, and 7 cameras adjustments for the Life Academy & United for Success Security Improvement Project, in the amount of **\$203,500.00**, which includes contingency allowance totaling **\$18,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **September 14, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **December 12, 2023**.

Discussion The scope of work of the contract consists of installation and replacement of surveillance cameras for the Life Academy & United for Success Security Improvement Project. Contractor was selected through competitive bidding. (Public Contract Code § 22037.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Inc., Walnut Creek, California, for the latter to provide installation of 32 new single sensor cameras, 3 new multi-sensor cameras, 21 cameras replacements, and 7 cameras adjustments for the Life Academy & United for Success Security Improvement Project, in the amount of \$203,500.00, which includes contingency allowance totaling \$18,500.00, as the lowest responsive bidder, with the work anticipated to commence on September 14, 2023, and scheduled to last for ninety days (90), with an anticipated ending of December 12, 2023.

Fiscal Impact Fund 21 Building Funds, Measure Y

- Attachments**
- Contract Justification Form
 - Agreement, Bonds, and Other Contract Documents
 - Certificate of Insurance
 - Routing Form

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 (including sole source) – *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 RFQ/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:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **September 14, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **DecoTech Systems, Inc.** hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Life Academy & United for Success Academy Security Improvement Project, located at 2101 35th Avenue, Oakland, CA

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044.,

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 16, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be ninety days (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **September 14, 2023**, in which case the deadline for Completion would be **December 12, 2023**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor’s work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner’s inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED THREE THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$203,500.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$18,500.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in

its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be

mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the

Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. 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 the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The

Contract shall be governed by the laws of the State of California. 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 Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

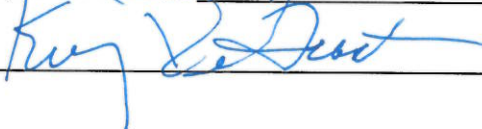
CONTRACTOR:
DECOTECH SYSTEMS, INC.

Signature:  _____

Name: David Dickstein

Date: August 16, 2023

(Chairman, Pres., or Vice-Pres. President) _____


Signature  _____

Name: Kelly DeGeest

Date: August 16, 2023

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) VP, Secretary

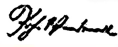
OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson, President, Board of Education

9/14/2023


Date



**Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education**

9/14/2023

Date



**Preston Thomas, Chief Systems &
Services Officer, Facilities Planning and Management**

8/18/23
Date

Approved As To Form:



OUSD Facilities Legal Counsel 8/17/23
Date

862324
CALIFORNIA CONTRACTOR'S
LICENSE NO.

8/31/2023
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 57BSBII9625

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and DecoTech Systems, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Life Academy & United for Success Academy Improvement Contract, at 2101 35th Avenue, Oakland, The Scope of work which consists of but is not limited to Installation, replacement, and repair of surveillance cameras at Life Academy and United for Success Academy. Installation includes approximately 32 new single sensor cameras, 3 new multi-sensor cameras, 21 cameras replacements, and 7 cameras adjustments. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. This is a design build project and will require as-builts upon completion,

which said agreement dated September 14, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Two Hundred Twenty One Thousand Five Hundred Dollars (\$ 221,500) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them,

{SR798938} I

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENTS
PROJECT. NO.:23119

PAYMENT BOND
DOCUMENT 00 61 01

shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 3rd day of August, 2023.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)



By: *Kurt D. West*
Principal

DecoTech Systems, Inc.

Hartford Fire Insurance Company
Surety

Please see Attached
CA Notary Certificate
[Signature]

By: *Jan Sprague*
Attorney-in-Fact
Nixon Insurance Agency

The above bond is accepted and approved this ____ day of _____.

{SR798938}2

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

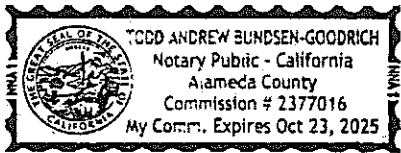
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On 08/03/2023 before me, Tedd Andrew Bundsen-Goodrich, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jan Sprague,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond # 57BSBJ9625

Document Date: 08/03/2023 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Some of the Companies names below are not licensed in every state



- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 4/19/2021

From:

Bond Department

San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To: NIXON INSURANCE AGENCY
396 CIVIC DRIVE SUITE A
PLEASANT HILL, CA 94523

POA names as of this date:

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

Unlimited Bond Signing Authority

A (Standard) Underwriting Authority

D (None) Underwriting Authority

E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

_____ Manually executed power(s) (Wet Powers) to the attention of

_____ Company Seal(s) to the attention of

Additional comments:

Signed Jennifer Salinas

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY
 Agency Code: 57-101622

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
 My Commission #FF029702
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

NO 07268

Amended
Certificate of Authority

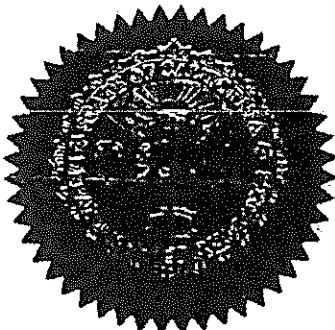
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th day of October, 2000, I have hereunto set my hand and caused my official seal to be affixed this 5th day of October, 2000



By

Harry W. Lutz
Secretary, Department of Insurance
[Signature]
Victoria J. Sigouey
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 57BSBII9625

KNOW ALL MEN BY THESE PRESENTS that we, DecoTech Systems, Inc., as Principal, and Hartford Fire Insurance Company as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Two Hundred Twenty One Thousand Five Hundred Dollars (\$ 221,500) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated September 14, 2023, for construction of

the Life Academy & United for Success Academy Security Improvement Project, located at 2101 35th Avenue, Oakland (the "Contract"). The Scope of work consists of but is not limited to Installation, replacement, and repair of surveillance cameras at Life Academy and United for Success Academy. Installation includes approximately 32 new single sensor cameras, 3 new multi-sensor cameras, 21 cameras replacements, and 7 cameras adjustments. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. This is a design build project and will require as-builts upon completion.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such

(SR798942) 1

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO.:23119

PERFORMANCE BOND
DOCUMENT 00 61 00

change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 3rd day of August, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

By: Kate Drost
(Individual Principal)

1180 Mt. Diablo Blvd. - Walnut Creek, CA 94596
(Business Address)

(Affix Corporate Seal)

DecoTech Systems, Inc.
(Corporate Principal)

(Affix Corporate Seal)

Hartford Fire Insurance Company
(Corporate Surety)

One Hartford Plaza - Hartford, CT 06155
(Business Address)

{SR798942}2

Please see Attached
CA Notary Certificate



By: Jon Sprague
Attorney-In-Fact

The rate of premium on this bond is 1.5 per thousand.

The total amount of premium charged is \$3,322.50.

The above must be filled in by Corporate Surety.

(SR798942)3

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO.:23119

PERFORMANCE BOND
DOCUMENT 00 61 00

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

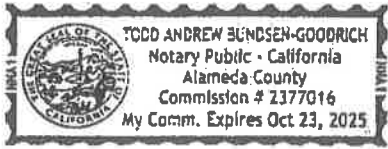
State of California

County of Contra Costa

On 08/03/2023 before me, Todd Andrew Bundsen-Goodrich, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jan Sprague,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond # 57BSBII9625

Document Date: 08/03/2023 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 4/19/2021

From:

Bond Department
San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To: NIXON INSURANCE AGENCY
396 CIVIC DRIVE SUITE A
PLEASANT HILL, CA 94523

POA names as of this date:

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

Unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

- Manually executed power(s) (Wet Powers) to the attention of
- Company Seal(s) to the attention of

Additional comments:

Signed Jennifer Salinas

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

cell: 866-266-3488 or fax: 860-767-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY
 Agency Code: 57-101622

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
 My Commission #FF029702
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith Dozols

Keith D. Dozols, Assistant Vice President

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Life Academy & United for Success Academy
 Project: Security Improvement
 Project #: 23119
 Estimate: \$185,000

Date: Tuesday, June 20, 2023
 Time: 2:00 P.M.
 Project Mgr: Kyle Brower
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Deo Tech Systems	Base Bid:	\$185,000.00	Required Day of Bid:	
Address:	1180 Mt Diablo Blvd Suite 300	Allowance:	\$18,500.00	Signed Bid Form	X
City/State:	Walnut Creek, CA	TOTAL:	\$203,500.00	Addendum Acknow.	X
Phone:	925-954-1520	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:32 PM	6/20/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	6/20/2023		

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$18,500.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$18,500.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$18,500.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Written By:

Read By: Juanita Hunter

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of DecoTech Systems, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Life Academy & United for Success Academy, 2101 35th Avenue, Oakland, (the "Contract")**, Scope of work includes but not limited to Installation, replacement, and repair of surveillance cameras at Life Academy and United for Success Academy. Installation includes approximately 32 new single sensor cameras, 3 new multi-sensor cameras, 21 cameras replacements, and 7 cameras adjustments. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. This is a design build project and will require as-builts upon completion.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of :

<u>One Hundred Eighty Five Thousand Dollars and 00/100 Dollars</u> <i>Bid Amount Without Contingency Allowance</i>	<u>\$ 185,000.00</u>
<u>Eighteen Thousand Five Hundred Dollars and 00/100 Dollars</u> <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$18,500.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

BID FORM
DOCUMENT 00 31 01

Two Hundred Three Thousand Five Hundred Dollars and 00/100 Dollars <i>Total Base Bid Amount</i>	\$ 203,500.00
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

1180 Mt Diablo Blvd, Suite 300
Walnut Creek, CA 94596

Our Public Liability and Property Damage Insurance is placed with:

Sentinel Ins Company LTD

Our Workers' Compensation Insurance is placed with:

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

BID FORM
DOCUMENT 00 31 01

Name of Company as Licensed in California: DecoTech Systems, Inc.
Business Address: 1180 Mt Diablo Blvd, Suite 300, Walnut Creek, CA 94596
Telephone Number: 925-954-1520
California Contractor License No.: 862324
Class and Expiration Date: B, C7, C10 expires 8/31/2023
Public Works Contractor Registration No.: 1000003634
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

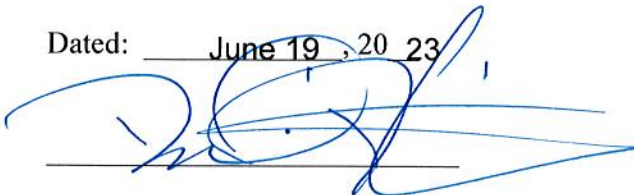
(Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: June 19, 20 23




{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

BID FORM
DOCUMENT 00 31 01

David Dickstein (Name)
President (Chairman, Pres., or Vice-Pres.)



Kelly DeGeest (Name)
Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

BID BOND
DOCUMENT 00 40 00

Bond Number: n/a

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
DecoTech Systems, Inc. as Principal and
Hartford Fire Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
10% contract price Dollars (\$ n/a) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Security Improvements in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

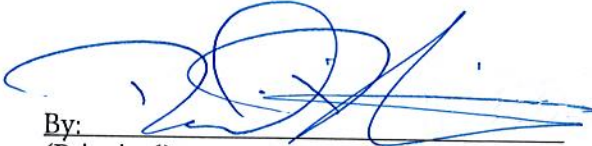
Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR798944} 1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 14th day of June, 2023, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)



By: _____
(Principal)

1180 Mt. Diablo Blvd., #300 - Walnut Creek, CA 94596
(Business Address)

DecoTech Systems, Inc.

Hartford Fire Insurance Company
(Corporate Surety)

One Hartford Plaza - Hartford, CT 06155
(Business Address)

By: 
Alexa Perfecto, Attorney-In-Fact

The rate or premium of this bond is 1.5 per thousand, the total amount of premium charged, \$ n/a.

(The above must be filled in by Corporate Surety).

SEE ATTACHED
ACKNOWLEDGMENT

RB 06/14/2023.

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

BID BOND
DOCUMENT 00 40 00

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

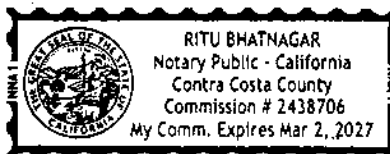
State of California
County of CONTRA COSTA)

On JUNE 14th, 2023 before me, RITU BHATNAGAR, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ALEXA PERFECTO
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R Bhatnagar (Seal)

Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 4/19/2021

From:

Bond Department
San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To: NIXON INSURANCE AGENCY
396 CIVIC DRIVE SUITE A
PLEASANT HILL, CA 94523

POA names as of this date:

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

Unlimited Bond Signing Authority

A (Standard) Underwriting Authority

D (None) Underwriting Authority

E (Bulk Reporting) Underwriting Authority

Attached is the following:

Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

_____ Manually executed power(s) (Wet Powers) to the attention of

_____ Company Seal(s) to the attention of

Additional comments:

Signed Jennifer Salinas

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY
 Agency Code: 57-101622

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
 My Commission #FF029702
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Life Academy & United for Success Academy (Project Name)

PROJECT NO: 23119 BIDDER'S NAME DecoTech Systems, Inc.

DIR 10 Digit Registration No: 1000003634

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E),

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

{SR798843}

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Life Academy & United for Success Academy Security Improvement

The undersigned declares:

I am the President of DecoTech Systems, Inc the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 19, 20 23 at Walnut Creek [city], CA [state].


Signature

David Dickstein
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

NON-COLLUSION
DOCUMENT 00 40 03

{SR798882}

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Life Academy & United for Success Academy Security Improvement Project

I, David Dickstein, declare that I am the President *[insert title]* of DecoTech Systems, Inc. the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit DecoTech Systems, Inc. *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that DecoTech Systems, Inc. *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on June 19 20 23 at Walnut *[city]*, CA *[state]*. Creek

Date: June 19, 2023


Signature

Print Name: David Dickstein

Print Title: President

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

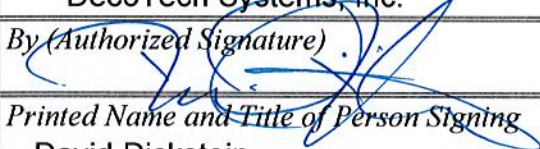
DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> DecoTech Systems, Inc.		<i>Federal ID Number (or n/a)</i> 68-0424937
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Dickstein		
<i>Date Executed</i> June 19, 2023	<i>Executed in</i> Walnut Creek, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23119
MAY 22, 2023

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

June 19, 2023

Life Academy and for United for Success Academy
Contract for the
Oakland Unified School District ("Owner")

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

1. All information on the prequalification application submitted to Oakland Unified School District and dated July 22, 2022 remains the same, no changes. Approval letter from Oakland Unified School District is dated July 28, 2022.
2. References and project information has been supplied on the prequalification application.
3. No contracts identified in the prequalification application has had any delayed dates in completion.
4. No contracts have had a Civil Wage and Penalty Assessment or Determination of Civil Penalty assessed.
5. N/A
6. N/A
7. None



David Dickstein, President

June 19, 2023

Date

SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

DecoTech Systems, Inc.
Company Name
1180 Mt Diablo Blvd, Suite 300
Walnut Creek, CA 94596
Address


Signature of Authorized Representative

David Dickstein
Type or Print Name

925 954-1520 June 19, 2023
Area Code Phone Date

David Dickstein
Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Life Academy & United for Success Academy Security Improvement

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

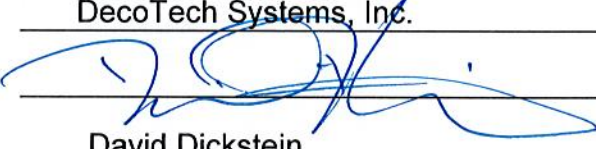
I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 19, 2023

Proper Name of Bidder: DecoTech Systems, Inc.

Signature: 

Print Name: David Dickstein

Title: President

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME DecoTech Systems, Inc.	BUSINESS ADDRESS 1180 Mt Diablo Blvd, Suite 300 Walnut Creek, CA 94596	TELEPHONE NUMBER 925-954-1520
SCHOOL DISTRICT Oakland Unified School District	COUNTY Alameda	APPLICATION NO.
<p>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p>NOTE: <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input checked="" type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation. D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers. E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.
- C. Enter the total of Lines A and B for each column.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. P. T. S.	\$6,105.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$6,105.00					
D. Non-DVBE	\$197,395.00					
E. Total Bid	\$203,500.00					

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

OAKLAND UNIFIED SCHOOL DISTRICT
LIFE ACADEMY & UNITED FOR SUCCESS ACADEMY
SECURITY IMPROVEMENT
PROJECT NO 23119
{SR798826}



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works
Period: 07/01/2022 06/30/2023

Contractor Information

Contractor Name: DECOTECH SYSTEMS, INC.
Trade Name:
License Type Number: 100003634

Contractor Physical Address

Physical Business Country: United States of America
Physical Business Address: 1180 MT. DIABLO BLVD. Suite 300

Physical Business City/ Province: WALNUT CREEK
Physical Business State: CA
Physical Business Postal Code: 94596

Contractor Mailing Address

Mailing Country: United States of America
Mailing Address: 1180 MT. DIABLO BLVD. Suite 300

Mailing City /Province: WALNUT CREEK
Mailing State: CA
Mailing Postal Code: 94596

Contact Info

Daytime Phone:
Mobile Phone:

Daytime Phone Ext.:
Business Email: davidd@decotech.com
Applicant's Email: dianep@decotech.com

17-098027



**Secretary of State
Statement of Information**
(California Stock, Agricultural
Cooperative and Foreign Corporations)

17
6

SI-550

FILED
Secretary of State
State of California

NOV 20 2017

6/NF/CC

This Space For Office Use Only

2. 7-Digit Secretary of State File Number
C2129957

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) — \$25.00;

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

DECOTECH SYSTEMS, INC.

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 1180 MOUNT DIABLO BLVD	City (no abbreviations) WALNUT CREEK	State CA	Zip Code 94596
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the prescribed titles on this form must not be altered.

a. Chief Executive Officer DAVID	First Name	Middle Name MARTIN	Last Name DICKSTEIN	State CA	Zip Code 94549
Address 3404 SILVER SPRINGS CT	City (no abbreviations) LAFAYETTE				
b. Secretary KELLY	First Name	Middle Name ROBERT	Last Name DEGEEST	State CA	Zip Code 94531
Address 5105 REDTAIL CT	City (no abbreviations) ANTIOCH				
c. Chief Financial Officer SUZANNE	First Name	Middle Name AILEEN	Last Name DICKSTEIN	State CA	Zip Code 94549
Address 3404 SILVER SPRINGS CT	City (no abbreviations) LAFAYETTE				

5. Director(s)

California Stock and Agricultural Cooperative Corporations Only: Item 5a. At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and address(es) on Form SI-550A (see instructions).

a. First Name DAVID	Middle Name MARTIN	Last Name DICKSTEIN	State CA	Zip Code 94596
Address 1180 MOUNT DIABLO BLVD	City (no abbreviations) WALNUT CREEK			
b. Number of Vacancies on the Board of Directors, if any	0			

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) DAVID	Middle Name MARTIN	Last Name DICKSTEIN	State CA	Zip Code 94596
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 180 MOUNT DIABLO BLVD	City (no abbreviations) WALNUT CREEK			

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

a. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation
TECHNOLOGY SALES & SERVICE

8. The information contained herein, including in any attachments, is true and correct.

11/17/2017

DAVID DICKSTEIN

PRESIDENT

Date

Type or Print Name of Person Completing the Form

Title

SI-550 (REV 01/2017)

2017 California Secretary of State
www.sos.ca.gov/elections

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: August 15, 2023



Signature

Name: David Dickstein

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.

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- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate;

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(14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: DecoTech Systems, Inc.
Supervisor/Foreman Name: Eric Rice
Start Date: September 14, 2023
Completion Date: October 15, 2023
Location of Work: Life Academy and United for Success Academy
Hours of Work: 12:00pm - 8:30 pm Monday - Friday
Length of Time on Grounds: 30 days
Number of Employees on the Job:

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

- ***Employees will not have more than limited contact with students.
[X] A physical barrier will be installed at the worksite to limit contact with pupils.
[] I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:


Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- [] The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: August 14, 2023

Signature: 
Typed Name: David Dickstein
Title: President
Contractor: DecoTech Systems, Inc.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Life Academy & United for Success Security Improvement Project	Site	918
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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	DecoTech Systems	Agency's Contact	David Dickstein				
OUSD Vendor ID #	001325	Title	Owner				
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-954-1520	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 #	23119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-14-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-12-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$203,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$
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
9655/9940	Fund 21, Measure Y	210-9655-0-9940-8500-6274-9180-9906-9999-21119	6274	\$203,500.00

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.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	8/18/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	8/17/23		
	Chief Systems & Services Officer, Facilities Planning and Management				
3.	Signature	Date Approved	8/18/23		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			