Board Office Use: Legislative File Info.				
File ID Number	25-0776			
Introduction Date	4-23-2025			
Enactment Number				
Enactment Date				



## Memo (Bid Award)

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director of Facilities
<b>Board Meeting Date</b>	April 23, 2025
Subject	Agreement Between Owner and Contractor – DecoTech Systems, Inc. – Various Sites Door Entry Systems Upgrades Group1 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 <b>District</b> and <b>DecoTech Systems</b> , <b>Inc</b> ., Walnut Creek, CA, for the latter to provide installation of AIPhone door entry intercom systems at the following sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS for the <b>Various Sites Door Entry Systems Upgrades Group 1 Project</b> , in the amount of <b>\$79,000.00</b> , which includes a contingency of <b>\$10,000.00</b> , as the lowest responsive bidder, with the work anticipated to commence on <b>April 24</b> , <b>2025</b> , and required to be completed within ninety (90) days, with an anticipated ending of <b>July 23, 2025</b> .
Discussion	Contractor was selected through competitive bidding. (Public Contract Code § 22037).
LBP (Local Business Participation Percentage)	Waived
Recommendation	Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Inc., Walnut Creek, CA, for the latter to provide installation of AIPhone door entry intercom systems at the following sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS for the Various Sites Door Entry Systems Upgrades Group 1 Project, in the amount of \$79,000.00, which includes a contingency of \$10,000.00, as the lowest responsive bidder, with the work anticipated to commence on April 24, 2025, and required to be completed within ninety (90) days, with an anticipated ending of July 23, 2025.
Fiscal Impact	Fund 21 Building Fund Measure Y
Attachments	<ul> <li>Contract Justification</li> <li>Agreement, Bonds, and Other Contract Documents</li> <li>Certificate of Insurance</li> <li>Routing Form</li> </ul>

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

Legislative File ID No.	<u>25-0776</u>				
Department:	Facilities Planning and Management				
Vendor Name:	<u> DecoTe</u>	ch Systems, Inc.			
Highland	t Name: <u>Various Sites Door Entry System Upgrades Group 1</u> Project No.: 25000 Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS				
Contract Term: Intended	d Start:	<u>April 24, 2025</u>	Intended End:	July 23, 2025	
Total Cost Over Contrac	ct Term:	<u>\$79,000.00</u>			
Approved by:		Preston Thomas			
Is Vendor a local Oakland Business or has it met the requirements of the					
Local Business Policy?  Ures (No if Unchecked)					
How was this contractor or vendor selected?					
DecoTech Systems, Inc. was selected by the district as the lowest responsible and responsive bid.					

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

DecoTech Systems, Inc. will provide installation of AIPhone door entry intercom systems at various sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS for the Various Sites Door Entry Systems Upgrades Group 1 Project

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

If "No," please answer the following questions:

OAKLAND UNIFIED

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- $\Box$  Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- □ 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), <u>and</u> (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.), <u>and</u> (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*
- $\Box$  For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- □ No advantage to bidding (including sole source) *contact legal counsel to discuss if applicable*

#### Purchasing Contract:

- $\Box$  Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- □ 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) – <i>contact legal counsel to discuss if applicable</i>
□ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – <i>contact legal counsel to discuss if applicable</i>
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) – <i>contact legal counsel to discuss if applicable</i>
$\Box$ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
□ Other:
Maintenance Contract:
$\Box$ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
□ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
□ Other:

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



## [EXTERNAL] OUSD: LBU Waiver - Video & Security Camera - Milestone Projects 1 message

#### Tiffany Knuckles <tiffany@360tcpr.com>

Thu, Feb 9, 2023 at 4:30 PM .org>, JUANITA HUNTER

To: KENYA CHATMAN <kenya.chatman@ousd.org>, Colland Jang <colland.jang@ousd.org>, JUANITA HUNTER <juanita.hunter@ousd.org>

Cc: TADASHI NAKADEGAWA <tadashi.nakadegawa@ousd.org>, DAVID COLBERT <david.colbert2@ousd.org>, Ty Taylor <ty.taylor@ousd.org>, Mark Newton <mark.newton@ousd.org>, Kyle Brower <kyle.brower@ousd.org>, Sanchit Prabhakar <sanchit.prabhakar@ousd.org>, colleen.calvano@ousd.org, Shonda Scott <shonda@360tcpr.com>, Shonnell Frost-Gibbs <shonnell@360tcpr.com>

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for "Milestone Certification" to determine the availability of certified firms to meet the local business utilization on various video surveillance and security camera systems projects. Based on this analysis, our findings indicate that while there are a number of small and local electrical firms interested in working on projects within this scope, their capacity to do work utilizing the District's Milestone software may be limited due to the technical component required for successful installation and system implementation. The District has also expressed issues around concern for safety, and exposure that increased participation may generate.

Based upon the composite of information received, and that the District's IT Department, through previous experience, has a preference for Prime Firms to have Milestone Certification to install cameras requiring advanced systems integration, it is recommended that the District waive the entire 25% SLBE/SLRBE and 50% LBU requirement for site security camera installation projects where the Milestone system is required.

As this may limit and preclude small and local firms from participating, and as it creates additional barriers for small and local firms, 360 Total Concept has expressed concerns to the District around requiring Primes to have Milestone Certification rather than allowing for additional subcontracting opportunities.

If you have any questions, please feel free to contact our team at any time.

Sincerely, Tiffany Knuckles



Tiffany Knuckles Community Relations Liaison 360 Total Concept Inc. www.360tcpr.com 510.473.5603 (Direct) | 510.836.0360 (Office)

\*NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective April 24, 2025, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and DECO TECH 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 Door Entry System Upgrades Group 1 - Various Sites Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS.

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 30, 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 KAHUA, INC., for projects.

## ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be ninety (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 **April 24, 2025**, in which case the deadline for Completion would be **July 23, 2025**.

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 <u>\$500.00</u> 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 \$500.00 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

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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 **SEVENTY-NINE THOUSAND DOLLARS AND NO/100 (\$79,000.00)** 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 **TEN THOUSAND DOLLARS AND NO/100** (\$10,000.00) 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 acceptance of a progress payment that includes such

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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.

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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  $(1\frac{1}{2})$  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

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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'

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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 \$2,000,000 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

Agreement Between Owner and Contractor Over \$75,000 – DecoTech Systems, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

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 requires Contractor to 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: DECO TECH SYSTEMS, INC.	
Signature:	
Name: Nathan Burkhardt	<b>Date:</b> <u>3/20/25</u>
(Chairman, Pres., or Vice-Pres. President	
Signature	
	Date:

Agreement Between Owner and Contractor Over \$75,000 – Data Media Services, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

## OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education	Date	
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date	
Por	Mar 27, 2025	
Preston Thomas (Mar 27, 2025 11:01 PDT) Preston Thomas, Chief Systems & Services Officer	Date	

Approved As To Form:

James Traber

03/24/2025

Date

**OUSD Facilities Legal Counsel** 

<u>862324</u> CALIFORNIA CONTRACTOR'S

LICENSE NO.

<u>8-31-2025</u> 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.

Agreement Between Owner and Contractor Over \$75,000 – Data Media Services, Inc. – Door Entry System Upgrades Group 1 – Various Sites - Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS .Project - \$79,000.00 {SR799843}

## Oakland Unified School District Division of Facilities Planning and Management

## **BID OPENING TABULATION SHEET**

School:	Various Sites	Date:	Thursday, February 27, 2025
Project:	Group 1	Time:	2:00 P.M.
Project #:	25000	Project Mgr:	Sanchit Prabhakar
Estimate:	\$100,000	Architect:	N/A

Composition	/itness to Bid	Door Did.	Signature of Bid Opene		Domuined Day of Did:	
Company:	Deco Tech Systems, Inc.	Base Bid:	\$69,000.00		Required Day of Bid:	_
Address:	1180 Mt. Diablo Blvd #300	Allowance:	\$10,000.00		Signed Bid Form	X
City/State:	Walnut Creek, CA	TOTAL:	\$79,000.00		Addendum Acknow.	
Phone:	925-954-1520	Alternates:			Bid Bond	X
Fax:	925-954-1521				Non-Collusion	X
					Iran Contracting Certification	N/a
			Time Submitted	Date Submitted	Site Visit Certification	Х
			1:49 PM	2/27/2025	Contractor's Sub List	Х
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	N/a
			Time Opened	Date Opened	DVBE Forms	Х
			<u>2:01 PM</u>	2/27/2025		
						_
Company:		Base Bid:			Required Day of Bid:	
Address:		Allowance:	\$10,000.00		Signed Bid Form	
City/State:		TOTAL:			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
					_	
<b>(</b>		Base Bid:			Demained Deve of Dide	
Company: Address:			±10,000,00		Required Day of Bid:	
		Allowance:	\$10,000.00		Signed Bid Form	
City/State: Phone:		Alternates:			Addendum Acknow. Bid Bond	-
		Alternates:			Non-Collusion	-
Fax:					Iran Contracting Certification	-
			Time Submitted	Date Submitted	Site Visit Certification	-
			<u>nine Subinitted</u>	Date Submitted	Contractor's Sub List	-
				-	Debarment Suspension & Schd Z	_
					Local Business Participation Form	_
			Time Opened	Date Opened	DVBE Forms	-
				-		
Company:		Base Bid:		-	Required Day of Bid:	
<b>Company:</b> Address:		Base Bid:	\$10,000,00	-	Required Day of Bid:	
Address:		Allowance:	\$10,000.00	-	Signed Bid Form	
Address: City/State:		Allowance: TOTAL:	\$10,000.00	-	Signed Bid Form Addendum Acknow.	
Address: City/State: Phone:		Allowance:	\$10,000.00	-	Signed Bid Form Addendum Acknow. Bid Bond	
Address: City/State:		Allowance: TOTAL:	\$10,000.00	-	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion	
Address: City/State: Phone:		Allowance: TOTAL:		- Date Submitted	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification	
Address: City/State: Phone:		Allowance: TOTAL:		- Date Submitted	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification	
Address: City/State: Phone:		Allowance: TOTAL:		- Date Submitted	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List	
Address: City/State: Phone:		Allowance: TOTAL:		- Date Submitted	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z	
Address: City/State: Phone:		Allowance: TOTAL:	Time Submitted		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form	
Address: City/State: Phone:		Allowance: TOTAL:			Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z	

#### BID COVER SHEET DOCUMENT 00 31 00

#### OAKLAND UNIFIED SCHOOL DISTRICT Division of Facilities Planning and Management 955 High Street Oakland, CA 94601

#### BIDS MUST BE SEALED AND SUBMITTED TO:

#### FRONT DESK 955 HIGH STREET OAKLAND, CA 94601

### THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

### Bid for: Various Sites – Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS- Door Entry Systems Group 1 Project

#### Project No.: 25000

t,

Bidder:DecoTech Systems, Inc. 1180 Mt. Diablo Blvd. #300 Walnut Creek, CA 94596Please print full(Company Name, Address)Phone: (925) 954-1520 Fax: (925) 954-1521

1

Please provide both: (Phone, Fax)

Bids are due: February 27, 2025, at 2:00 p.m. (Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

**RECEIVED BY:** 

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 BID COVER SHEET DOCUMENT 00 31 00

### BID FORM DOCUMENT 00 31 01

#### OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management High Street, Oakland, CA 94601

Dear Board Members:

s.

The undersigned, doing business under the firm name of <u>DecoTech Systems</u>, 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 **Door Entry System Upgrades Group 1 - Various Sites- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS. (the "Contract")**, The scope of work consist of installation of AIPhone door entry intercom systems at various sites including Cisco CP-8865 Desk Station, IX series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, training, and programming to include integration into Cisco Call Manager and Milestone XProtect surveillance camera software. The successful bidder shall coordinate with OUSD Tech Services as needed to complete programming. Sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS.

#### Bid Amount (Base Bid):

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

Sixty Nine Thousand	Dollars	\$69,000.00
Bid Amount Without Contingency Allowance		
Ten Thousand Total of Allowances (see Section IV of Agreement)	_ Dollars	<u>\$10,000,00</u>
Seventy Nine Thousand Total Base Bid Amount	Dollars	<u>\$_</u> 79,000.00
By submitting this bid, bidder acknowledges and Total Base Bid Amount accounts for any and all a	-	

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 BID FORM DOCUMENT 00 31 01

{SR799810}

#### Miscellaneous:

ð,

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:

DecoTech Systems, Inc.

1180 Mt. Diablo Blvd. #300 Walnut Creek, CA 94596

Our Public Liability and Property Damage Insurance is placed with: Sentinel Insurance Company LTD

Our Workers' Compensation Insurance is placed with: Hartford Accident & Indemnity

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.	n/a	Date	Addendum No	o Date	
Addendum No.		Date	Addendum No	o Date	
Addendum No.		Date	Addendum No	o Date	

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

{SR799810}2 OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES - HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

BID FORM DOCUMENT 00 31 01 A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

**NOTE:** This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. <u>Partnerships</u> must furnish the full name of all partners and 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. <u>Corporations</u> 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 shall also be typed or printed below the signature be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: DecoTech Systems, Inc. Business Address: <u>1180 Mt. Diablo Blvd. #300 Walnut Creek, CA 94596</u> Telephone Number: <u>(925) 954-1520</u> California Contractor License No.: <u>862324</u> Class and Expiration Date: <u>B, C7, C10 expires 8/31/2025</u> Public Works Contractor Registration No.: <u>1000003634</u> State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_(Name)

(SR799810)3 OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

BID FORM DOCUMENT 00 31 01

#### PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_\_

(Name)

General Partner

#### CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: February 25 , 2025

Nathan Burkhardt (Name) President (Chairman, Pres., or Vice-Pres.)

Nathan Burkhardt (*Name*) Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 BID FORM DOCUMENT 00 31 01

## BID BOND DOCUMENT 00 40 00

Bond Number: \_\_\_\_\_n/a\_\_\_\_\_

. š

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 Various Sites Door Entry System Group 1 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** 

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

BID BOND DOCUMENT 09 46 00 IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this <u>18th</u> day of <u>February</u>, <u>2025</u>, 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)

DecoTech Systems. Inc.

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

United Fire & Casualty Company (Corporate Surety)

118 Second Ave., Cedar Rapids, iA 52401 Business Address)

By: ttorney-in-Fact

The rate or premium of this bond is <u>First \$500,000 @ \$14.40</u> per thousand, the total amount of premium charged, <u>N/A</u>.

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

BID BOND DOCUMENT 00 40 00

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

1.0

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 February 18, 2025 before me, Kenneth J. Goodwin, Notary Public
Date Here Insert Name end Title of the Officer personally appeared John J. Daley
Name(s) or 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 than 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 or which the person(s) acted, executed the instrument.         Image: Notary Public - California Contra Costa County Commission # 2432651 My Comm. Expires Dec 27, 2026       I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct. WITNESS my hard and official seat. Signature of Notary Public         Place Notary Seal Above       OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document
Description of Attached Document
Title or Type of Document       022725 Bid Bond OUSD         Document Date:       February 18, 2025         Number of Pages:       Two (2)
Document Date: February 18, 2025 Number of Pages: Two (2) Signer(s) Other Than Named Above! N/A
Capacity(ies) Claimed by Signer(s)
Signer's Name:       John J. Daley       Signer's Name:
Signer Is Representing: Signer Is Representing:
Company

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#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, 1A UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN J. DALEY, KENNETH J. GOODWIN, AMY CHAN, EACH INDIVIDUALLY

their true and lawful Attomey(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sconer nevoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsurile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attomeys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



State of Iowa, County of Linn, ss:

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

By: Vice President

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Hatti Wallell Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts, thereoff and of the whole of the said originals, and that the said mey has not been revoked and is now in full force and effect. In testimony whereof I have hereunto subscribed my name and affixed the comporate seal of the said Corporations Power of Attorney has not been revoked and is now in full force and effect.



## NONCOLLUSION DECLARATION DOCUMENT 00 40 03

Owner: Oakland Unified School District Contract: Various Sites – Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS- Door Entry Systems Group 1 Project

The undersigned declares:

I am the <u>President</u> of <u>DecoTech Systems, Inc.</u>, 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 February 25, 2025, at Walnut Creek [city], CA [state].

Signature

Nathan Burkhardt

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 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: Various Sites – Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS. Door Entry Systems Group 1 Project

I, Nathan Burkhardt , 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 February 25 2025, at Walnut Creek [city], CA [state].

Date: 2/25/25

Signature

Print Name: Nathan Burkhardt Print Title: President

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO: 25000 FEBRUARY 13, 2025 SUFFICIENT FUNDS DECLARATION DOCUMENT 00 11 13

{SR798875}

#### 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).)

{SR684074}1

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 FINGERPRINTING NOTICE & ACKNOWLEDGING CERTHICATE DOCUMENT 00 43 00 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: February 25, 2025

Signature

Name: Nathan Burkhardt

Title: President

(SR684074)2

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 FINGERPRINTING NOTICE & ACKNOWLEDGING CERTIFICATE DOCUMENT 00 43 00

#### IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code sections 2202-2208) DOCUENT 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 <u>one</u> 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 <u>not</u> 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).)

Bidder Name/Financial Instit DecoTech Systems, Inc.	ution (Printed)	Federal ID Number (or n/a) 68-0424937
By (Authorized Signature)		
Printed Name and Title of Per Nathan Burkhardt, President	rson Signing	
Date Executed February 25, 2025	<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.

Bidder Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 IRAN CONTRACTING DOCUMENT 00 40 04

{SR798838}



February 26, 2025

Various Sites Door Entry System Group 1 #25000 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 August 17, 2023.
- 2. References and project information has been supplied on the pregualification application.
- 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<u>/</u>A
- 6. N/A
- 7. None

#### 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, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Type text here

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

By signing an as to the abov			ompany's authorized representative hereby certifies
DecoTech S		С.	
Company	Name		Signature of Authorized Representative
1180 Mt. Diablo B	lvd. #300Walnut	Creek, CA 94596	Nathan Burkhardt
Address			Type or Print Name
(925) 9	54-1520	2/25/25	Nathan Burkhardt
Area Code F	hone	Date	Type or Print Name

#### **END OF DOCUMENT**

1

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 SCHEDULE Z FORM DOCUMENT 00 52 00

#### SITE VISIT CERTIFICATION DOCUMENT 00 40 02

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

# PROJECT: Various Sites – Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS- Door Entry Systems Group 1 Project

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.

X I certify that Eric Rice (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.

February 25, 2025	_
DecoTech Systems, Inc.	_
- AN	_
Nathan Burkhardt	_
President	
	DecoTech Systems, Inc. Nathan Burkhardt

#### END OF DOCUMENT

1

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 SITE VISIT CERTIFICATION DOCUMENT 00 40 02

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

#### DOCUMENT 00 41 00

To be completed by the Prime Bidder		PAGE 1 OF 2
<b>PART I – IDENTIFICATION INFORM</b>	AATION	
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
DecoTech Systems, Inc.	1180 Mt. Diablo Blvd. #300 Walnut Creek, CA 94596	(925) 954-1520
SCHOOL DISTRICT	COUNTY	APPLICATION NO.
Oakland Unified School District	Alameda	Type lest here

**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.

**NOTE:** 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.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. □ is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. 🛛 is not Disabled Veteran owned	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	·
D. □ is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

**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

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025[SR798926] DVBE PARTICIPATION CERTIFICATE DOCUMENT 00 41 00

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

PAGE 2 OF 2

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

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

- ≥ 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 Ģ
- Β column the dollar amount for each of your subcontractors/suppliers. List all your DVBE subcontractors/suppliers. Enter in the appropriate

щ

ρ Enter the total of Lines A and B for each column

- participation. 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
- contract amount resulting from the district's acceptance or rejection of alternates. 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

	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	¢\$	\$	<del>\$</del>	\$	S	. \$
(очп						
participation)						
B. DVBE						
Subcontractor or Supplier						
<sub>I.</sub> P. T. S.	\$2,370.00	:		-		
2.						
ç <b>ə</b>						
4.		- - -				
C. Subtotal (A & B)		:				
D. Non-DVBE	\$76,630.00					
E. Total Bid	\$79,000.00					
LAND UNIFIED SCHOOL DISTRICT	DISTRICT	DVBE P	<b>DVBE PARTICIPATION CERTIFICATE</b>	FICATE		

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES - HIGHLAND CDC, BROOKFIELD ES LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1

¢

FEBRUARY 13, 2025[SR798826]

PROJECT NO. 25000

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES - HIGHLAND CDC, BROOKFIELD ES LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025(SR798826)

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DVBE PARTICIPATION CERTIFICATE DOCUMENT 00 41 00

#### PRIME BIDDER GOOD FAITH EFFORT WORKSHEET DOCUMENT 00 41 01

BIDDER'S NAME     BUSINESS ADDRESS     CONTACT PERSON       DecoTech Systems, Inc.     1180 Mt. Diablo Blvd. #300 Walnut Creek, CA 94596     Nathan Burkhardt       TELEPHONE NUMBER     OWNER     COUNTY	PAGE 1 OF 2	This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal		
(925) 954-1520 Nathan Burkhardt Contra Costa			owner Nathan Burkhardt	TELEPHONE NUMBER (925) 954-1520

#### **GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

#### PART I - CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
I. Owner			
<ol> <li>Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch. aspx</li> </ol>	(916) 375-4940		
3. DVBE Organizations (List):			
		-	
		· · ·	
4. Write "recorded message" in this column, if applicable.			

{SR798821} OUSD -- VARIOUS SITES -- HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 DOCUMENT 00 41 01

{SR798821} OUSD -- VARIOUS SITES -- HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 DOCUMENT 00 41 01 î,

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PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

FOCUS/TRADE PAPER NAME	CHEC TRADE	K ONE FOCUS	DATE OF ADVERTISEMENT

#### Attach copies of advertisements to this form.

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

LF THE DVBE	THEN			AND	
Was selected to participate Check "yes" in the "SELECT the applicable dollar amoun Prime Bidder Certification				Include a copy of their DVBE letter from OSDS,	
Was not selected to participate Check "no" in the "SELECTH		" colum	In	State why in the "REASON NOT SELECTED" column.	
Did not respond to your solicitation	Check the "NO RESPONSE" co	lumn			
		SELE	CTED		
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED		YES	NO	REASON NOT SELECTED This section must be completed	NO RESPONSE
<u> </u>					
	,				

#### **IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

#### L Nathan Burkhardt

#### CERTIFICATION

I, certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

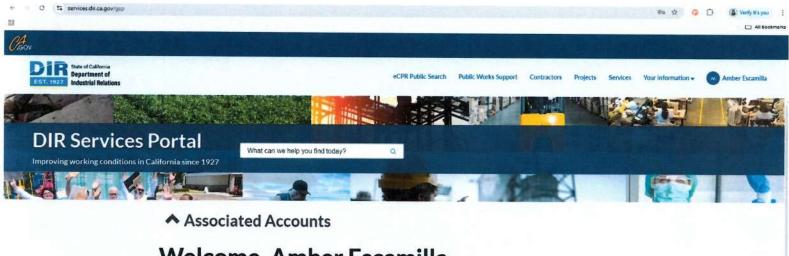
{SR798821} OUSD - VARIOUS SITES - HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 DOCUMENT 00 41 01

NATURE OF CHIEF EXECUTIVE OFFICER	DATE
	2/25/25

1.45

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{SR798821} OUSD – VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025 DOCUMENT 00 41 01



# Welcome, Amber Escamilla

DECOTECH SYSTEMS, INC. 1000003634



# PERFORMANCE BOND DOCUMENT 00 61 00

Bond Number: 54-263087 Premium: \$1,138.00

KNOW ALL MEN BY THESE PRESENTS that we, <u>DecoTech Systems</u>, Inc., as Principal, and <u>United Fire & Casualty Company</u>, 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 <u>Seventy-Nine thousand and 00/100\*\*\*\*\*\*\*\*\*</u> Dollars (\$ \*\*\*\*\*\*\*79,000.00) 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 <u>April 24, 2025</u>, for construction of

## the Door Entry System Upgrades Group 1 - Various Sites- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS. (the

"Contract"), The scope of work consist of installation of AIPhone door entry intercom systems at various sites including Cisco CP-8865 Desk Station, IX series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, training, and programming to include integration into Cisco Call Manager and Milestone XProtect surveillance camera software. The successful bidder shall coordinate with OUSD Tech Services as needed to complete programming. Sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS.

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 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

{SR798942}1

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13 2025

PERFORMANCE BOND DOCUMENT 00 61 00 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 <u>20th</u> day of <u>March</u>, 2025, 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)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

DecoTech Systems, Inc.

Bv: (Corporate Principal)

1800 Mt. Diablo Blvd. Suite 300 Walnut Creek, CA 94596 (Business Address)

<u>United Fire & Casualty Company</u> (Corporate Surety)

118 Second Ave SE Cedar Rapids, IA 52401 (Business Address)

John J. Daley, Attorney-in-Fac

The rate of premium on this bond is \$79,000 @ \$14.40 per thousand.

The total amount of premium charged is \$1,138.00

The above must be filled in by Corporate Surety.

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13 2025

PERFORMANCE BOND DOCUMENT 00 61 00

(Affix Corporate Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this identity of the individual who signed the docum is attached, and not the truthfulness, accuracy,	ent to which this certificate
State of California	}
County of Contra Costa	
On March 20, 2025 before me Kenne	eth J. Goodwin, Notary Public
Date Detore me,	Here Insert Name end Title of the Officer
personally appeared John J. Daley	Name(s) or Signer(s)
KENNETH J. GOODWIN Notary Public - California Contra Costa County Commission # 2432651 My Comm. Expires Dec 27, 2026	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(c) 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 Above	Signature X + Coox -
	IONAL
and could prevent fraudulent remova	7 law, it may prove valuable to persons relying on the document 1 and reattachment of this form to another document
Description of Attached Document	
Title or Type of Document Bond Number: 54-2630	087
Document Date: March 20, 2025	Number of Pages: Two(02)
Signer(s) Other Than Named Above! N/A	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: John J. Daley Individual Corporate OfficerTitle(s): PartnerLimitedGeneral XAttorney in Fact Trustee Guardian or Conservator	Attorney in Fact OF SIGNER Top of thumb here
Other:	Guardian or Conservator Other:
Signer Is Representing: United Fire & Casualty Company	Signer Is Representing:

©2007 National Notary Association • 9350 be Soto Ave.., P.0.20x 2402 'Chatsworth, CA. 81313-2402 • www, National Notary, org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627

L



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY (original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN J. DALEY, KENNETH J. GOODWIN, AMY CHAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attomeys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

INSI APOA: CORPORATE JULY 22 1986 SEAI ALIFORM

MIIIII

State of Iowa, County of Linn, ss:

MIIIIII

CORPORATE

Vice President

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

at this is	Patti Waddell
2AY	Iowa Notarial Seal
·	Commission number 713274
OWA	My Commission Expires 10/26/2025

atti Wallell

Notary Public My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations , 20 25



By: Mary A Bertsch

Assistant Secretary, UF&C & UF&I & FPIC

BPOA0045 122017

#### **<u>PAYMENT BOND</u>** <u>DOCUMENT 00 61 01</u> (Labor and Material)

Bond Number: 54-263087

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# **KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and <u>DecoTech Systems, Inc.</u>, 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 Door Entry System Upgrades Group 1 - Various Sites- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS. (the "Contract"), The scope of work consist of installation of AIPhone door entry intercom systems at various sites including Cisco CP-8865 Desk Station, IX series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, training, and programming to include integration into Cisco Call Manager and Milestone XProtect surveillance camera software. The successful bidder shall coordinate with OUSD Tech Services as needed to complete programming. Sites: Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS.

which said agreement dated <u>April 24, 2025</u> 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 United Fire & Casualty 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 One Hundred Eighty Thousand and 00/100\*\*\*\*\*\*\*\*\*\*\* Dollars (\$\*\*\*79,000.00) 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, 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

{SR798938}1

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

PAYMENT BOND DOCUMENT 00 61 01 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 <u>20th</u> day of <u>March</u>, 2025.

(To be signed by ) (Principal and Surety, ) (and acknowledged and ) (Notarial Seal attached ) DecoTech Systems, Inc. Principal By: United Fire & Casualty Company Surety By: ttorne -in-Fact John J. Daley The above bond is accepted and approved this \_\_\_\_\_ day of

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS SITES – HIGHLAND CDC, BROOKFIELD ES, LINCOLN ES, LA ESCUELITA ES, AND WEST OAKLAND MS DOOR ENTRY SYSTEMS GROUP 1 PROJECT NO. 25000 FEBRUARY 13, 2025

PAYMENT BOND DOCUMENT 00 61 01

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this identity of the individual who signed the docun is attached, and not the truthfulness, accuracy	nent to which this certificate
State of California	}
County of Contra Costa	,
On March 20, 2025 before me, Kenn	eth J. Goodwin, Notary Public
personally appeared John J. Daley	Here Insert Name end Title of the Officer
	Name(s) or Signer(s)
KENNETH J. GOODWIN Notary Public - California Contra Costa County Commission # 2432651 My Comm. Expires Dec 27, 2026	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.
Though the information below is not required by	WITNESS mythand and official seal. Signature
Description of Attached Document	
Title or Type of Document Bond Number: 54-263	087
Document Date: March 20, 2025	Number of Pages: Two(02)
Signer(s) Other Than Named Above! N/A	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: John J. DaleyIndividualCorporate OfficerTitle(s): PartnerLimitedGeneral XAttorney in Fact TrusteeGuardian or Conservator Other: Signer Is Representing: United Fire & Casualty Company	Attorney in Eact

©2007 National Notary Association • 9350 be Solo Ave.., P.0.20x 2402 \* Chatsworth, CA. 81313-2402 • www, National Notary, org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY (original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN J. DALEY, KENNETH J. GOODWIN, AMY CHAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attomeys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

mining annun NDE C INSU ORPORA CORPORATE CORPORATE JULY 22 1986 SEAL SEAL ALIFORNI

State of Iowa, County of Linn, ss:

Xyam. Vice President

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



atti Wallell Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations



By: Mary A Bertsch

Assistant Secretary. UF&C & UF&I & FPIC

ACORD	

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/17/2025

						3/	17/2025	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is			oolicy(ies) must ha	ave ADDITIO	NAL INSURED provision	s or be	endorsed.	
If SUBROGATION IS WAIVED, subject t	o the te	rms and conditions of th	e policy, certain p	olicies may	•			
this certificate does not confer rights to	the cert	tificate holder in lieu of su		s).				
PRODUCER			CONTACT NAME: Debra Go	ong				
InterWest Insurance Services, LLC P.O. Box 8110			PHONE (A/C, No, Ext): 530-89	95-1010	FAX (A/C, No): 5	530-89	5-3165	
Chico CA 95927-8110			É-MAIL ADDRESS: dgong@		( ; <i>,</i>			
					NAIC #			
		License#: 0B01094			RDING COVERAGE		29424	
INSURED		DECOSYS-01	INSURER B : Hartford		, <u>,</u>		37478	
DecoTech Systems Inc.			INSURER C : Trumbu				27120	
1180 Mt Diablo Blvd Ste 300			INSURER D :		ompany			
Walnut Creek CA 94596-5168			INSURER E :					
COVERAGES CERT	IFICAT	E NUMBER: 1172113997	INSURER F :		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES			VE BEEN ISSUED T					
INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY P EXCLUSIONS AND CONDITIONS OF SUCH P	QUIREME ERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRAC	t or other Es describe	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	т то ч	WHICH THIS	
			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5		
B COMMERCIAL GENERAL LIABILITY		57UUNBE1H02	9/2/2024	9/2/2025	EACH OCCURRENCE	\$ 1,000	,000	
CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	00	
						\$ 10,00	.0	
						\$ 1,000	.000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	,000	
POLICY X PRO-						\$ 2,000	.000	
OTHER:						\$	,	
		57UENBB6633	9/2/2024	9/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000	
X ANY AUTO					· · · · · · · · · · · · · · · · · · ·	\$		
OWNED SCHEDULED					BODILY INJURY (Per accident)	\$		
AUTOS ONLY AUTOS HIRED NON-OWNED					PROPERTY DAMAGE	\$		
AUTOS ONLY AUTOS ONLY					(Per accident)	\$		
A UMBRELLA LIAB X OCCUR		57RHUBG1RBG	9/2/2024	9/2/2025	EACH OCCURRENCE	\$ 9,000	000	
EXCESS LIAB CLAIMS-MADE			0,2,2021			\$ 9,000	,	
CEAINIS-MADE					AGGREGATE	\$ 9,000	,000	
A WORKERS COMPENSATION		57WEZR6845	7/1/2024	7/1/2025	X PER OTH- STATUTE ER	φ		
AND EMPLOYERS' LIABILITY Y / N			11112024	1112020		¢ 1 000	000	
	N / A				E.L. EACH ACCIDENT	\$ 1,000	,	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE			
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACOPT	) 101 Additional Remarks Schodu	le may be attached if ma	re snace is roomi-	ed)			
RE: General Services Agreement. District ar	ld Distric	t Parties are included as ac	ditional insured's if	required by w	ritten contract per attached			
/policy forms. Waiver of Subrogation is appl 10-day notice for non-payment of premium.	icab <b>l</b> e if r	equired by written contract	per attached endor	sement / polic	y forms. 30-day notice of	cancell	ation -	
ro-day notice for non-payment of premium.								
CERTIFICATE HOLDER								
					ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B			
	L		ACCORDANCE W					
Oakland Unified School Dis 955 High Street	trict							
Oakland CA 94601			AUTHORIZED REPRES	ENTATIVE				
			( my	Present				
			1º U	) 0				
			© 1	988-2015 AC	ORD CORPORATION. /	All rigi	nts reserved.	

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OUSD Project #

25000

## **DIVISION OF FACILITIES PLANNING & MANAGEMENT** ROUTING FORM

Project Information									
Project NameVarious Sites Door Entry Systems Upgrades Grp 1- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MSSite918									
Basic Directions									
	•	ded by the Board <u>or</u>	is e	entered by the	e Super	intend	lent pu	rsuant to	
					ontract is	sover	\$15,000		
	Contr	actor Information							
ame	DecoTech Systems, Inc.	Agency's Contact		Andrew Ca	rter				
or ID #	001325	Title		President					
s	1180 Mt. Diablo Blvd	City	City Wa		State	CA	Zip	94596	
	510-639-1914	Policy Expire	es			•	•	•	
story	Previously been an OUSD contracto	or? X Yes 🗌 No	X Yes 🗌 No 🛛 Worl			employ	/ee? 🗌	Yes X No	
	Highla La Es egated x Proo x Wor ame or ID # ss	Various Sites Door Entry Systems Upgr Highland CDC, Brookfield ES, Lincoln E La Escuelita ES, and West Oakland MS Ba not be provided until the contract is awar egated by the Board.	Various Sites Door Entry Systems Upgrades Grp 1-         Highland CDC, Brookfield ES, Lincoln ES,         La Escuelita ES, and West Oakland MS         Basic Directions         mot be provided until the contract is awarded by the Board or         egated by the Board.         x Proof of general liability insurance, including certificates and e         x Workers compensation insurance certification, unless vendor         Contractor Information         ame       DecoTech Systems, Inc.       Agency's Contact         or ID #       001325       Title         ss       1180 Mt. Diablo Blvd       City         510-639-1914       Policy Expire	Various Sites Door Entry Systems Upgrades Grp 1- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS       S         Basic Directions         mot be provided until the contract is awarded by the Board or is e         egated by the Board.         X Proof of general liability insurance, including certificates and endor         X Workers compensation insurance certification, unless vendor is a s         Contractor Information         ame       DecoTech Systems, Inc.       Agency's Contact         or ID #       001325       Title         ss       1180 Mt. Diablo Blvd       City       W         510-639-1914       Policy Expires	Various Sites Door Entry Systems Upgrades Grp 1-       Site         Highland CDC, Brookfield ES, Lincoln ES,       Basic Directions         La Escuelita ES, and West Oakland MS       Basic Directions         mot be provided until the contract is awarded by the Board or is entered by the gated by the Board.       s entered by the Board or is entered by the gated by the Board.         x Proof of general liability insurance, including certificates and endorsements, if contact       x or kers compensation insurance certification, unless vendor is a sole provider         Contractor Information       Agency's Contact       Andrew Ca         or ID # 001325       Title       President         s 1180 Mt. Diablo Blvd       City       Walnut Creek         510-639-1914       Policy Expires	Various Sites Door Entry Systems Upgrades Grp 1- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS       Site       Site	Various Sites Door Entry Systems Upgrades Grp 1- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS       Site       918         Basic Directions         mot be provided until the contract is awarded by the Board or is entered by the Superintence egated by the Board.         X Proof of general liability insurance, including certificates and endorsements, if contract is over x Workers compensation insurance certification, unless vendor is a sole provider       Vertex of the Superintence of the Superinence of the Superintence of the Superintence of the Su	Various Sites Door Entry Systems Upgrades Grp 1- Highland CDC, Brookfield ES, Lincoln ES, La Escuelita ES, and West Oakland MS       Site       918         Basic Directions         Basic Directions         mot be provided until the contract is awarded by the Board or is entered by the Superintendent puregated by the Board.         x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000       x Workers compensation insurance certification, unless vendor is a sole provider         Contractor Information         x DecoTech Systems, Inc.         Agency's Contact       Andrew Carter         or ID #       001325       Title         918       Yange City       Walnut Creek         State       CA       Zip         510-639-1914       Policy Expires	

_	Term of Original/Amended Contract									
	Date Work Will Begin (i.e., effective date of contract)	4-24-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-23-2025						
			New Date of Contract End (If Any)							

	Compensati	on/Revised Compensation							
If New Contract, TotalIf New Contract, Total ContractContract Price (Lump Sum)\$79,000.00Price (Not To Exceed)\$									
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$						
Other Expenses		Requisition Number							
<b>Budget Information</b> If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.									

Resource #	Funding Source	Org Key	Object Code	Amount
9657/2600	Fund 21 Mesure Y	010-26000-9000-8500-6274-918-9180-9906-9999-25000	6274	\$79,000.00

#### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature KanyaChatman (Mar 27, 2025 08:30 PDT)		Date Approved Mar 27, 2025		
2.	General Counsel, OUSD Facilities				
Ζ.	Signature James Traber		Date Approved	03/24/2025	
	Chief Systems & Servces Officer				
3.	Signature Preston Thomas (Mar 27, 2025 11:01 PDT)		Date Approved	Mar 27, 2025	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		