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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date January 17, 2023

Subject Data Sharing Agreement 2022-2023 – Viatron Systems, Inc., Gardena, CA.

Ask of the Board Approval by the Board of Education of a Data Sharing Agreement 2022-2023 by and between the District and Viatron Systems, Inc, Gardena, CA, this data sharing agreement is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the named entity(ies) or individual(s) (“Recipient,” together with OUSD, “Parties”); Viatron Systems, Inc., for the period of June 30, 2022 through August 31, 2023, at no cost to the District.

Background Existing Agreements between OUSD and Viatron Systems, Inc., General Services Agreement Between Viatron Systems, Inc., effective June 30, 2022, enacted June 29, 2022, Enactment Number 22-1332, for the Central Office 1000 Broadway Digitization Project, and subsequent amendments.

Discussion The purpose for which Viatron Systems, Inc. seeks access to the OUSD Data. The Central Office 1000 Broadway digitization project, including, packing, inventorying, scanning and digitizing OUSD Central Office files.
 Site/Department to Provide Data: Central Office departments at 1000 Broadway, including HR, Business Office, General Counsel, Accounting, Risk Management, Payroll, and Fiscal.

Fiscal Impact Funding Resource(s): N/A

Attachment(s) Data Sharing Agreement
 Data and Research Application
 File ID 22-1567

DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity(ies) or individual(s) ("RECIPIENT," together with OUSD, "PARTIES"):

VIATRON SYSTEMS, INC

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD's transmission of data to RECIPIENT, and RECIPIENT's protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT's provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date ("Start Date"): June 30, 2022
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date ("End Date"): August 31, 2023
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

OUSD Data includes personally identifiable information from a student record, and:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in

Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may

issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: Albert Fader
Title: Vice President
Address: 18233 S Hoover Street
City, ST Zip: Gardena, CA 90248
Phone: 310-756-0594
Email: Albertf@viatron.com

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

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.

- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
 - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
 - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and

- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section

- 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
- a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic

signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

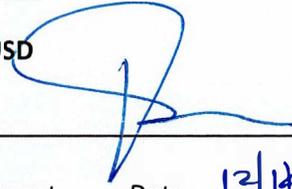
41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Albert Fader Signature: 
Position: Vice President Date: 12/13/22

OUSD
Name: Tadashi Nakadegawa Signature: 
Position: Deputy Chief, Fac Planning & Management Date: 12/14/2022
 Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 1/18/2023

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

The Central Office 1000 Broadway digitization project, including pick-up, packing, inventorying, scanning and digitizing OUSD Central Office files

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

General Services Agreement between OUSD and ViaTRON, effective June 30, 2022, enacted June 29, 2022, Enactment Number 22-1332, for the Central Office 1000 Broadway Digitization Project, and subsequent amendments

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Central Office departments at 1000 Broadway, including HR, Business Office, General Counsel, Accounting, Risk Management, Payroll, and Fiscal

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	<input type="checkbox"/>
Attendance	Attendance rate	<input type="checkbox"/>
	Number of absences	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	<input type="checkbox"/>
	Race/Ethnicity	<input type="checkbox"/>
	Date of birth	<input type="checkbox"/>
	Special ed. flag	<input type="checkbox"/>

	Home language	<input type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input type="checkbox"/>
	Grade level	<input type="checkbox"/>

Parent/Guardian Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input type="checkbox"/>

	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Other	List additional data elements here	X] Central Office files for digitization, as further identified in Exhibit A. Files may include employee, student, or other confidential information.
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Board Office Use: Legislative File Info.	
File ID Number	22-1567
Introduction Date	6-29-2022
Enactment Number	22-1332
Enactment Date	6/29/2022 os



Memo (Bid Award)

To Board of Education

From  Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date June 29, 2022

Subject Award of General Services Agreement - Competitively Bid –Viatron Systems, Inc. – Central Office 1000 Broadway Digitalization Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **Viatron Systems, Inc.**, Gardena, California (“Contractor”), for the latter to provide retrieve existing files from 8-10 Departments to scan and digitize the files based upon the specifications of each department. Price will include Freight pick up, providing boxes and packing services, creating of inventory and manifest for all files in the boxes. Document prep, scanning at 300 DPI, image enhancement, Quality Control, Double Key indexing. Full-text OCR, Data Delivery, and shredding. Files should be formatted in PDF/A for the **Central Office 1000 Broadway Digitalization Project**, in the amount of **\$640,660.00**, which includes a not-to-exceed amount of **\$70,000.00** for additional services, as the lowest responsive bidder, with the work anticipated to commence on **June 30, 2022**, and scheduled to last for one hundred eighty (180) Calendar days, with an anticipated ending of **December 26, 2022**.

Discussion The scope of the contract consists of scanning services at Central Office 1000 Broadway. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **Viatron Systems, Inc.**, Gardena, California (“Contractor”), for the latter to provide retrieve existing files from 8-10 Departments to scan and digitize the files based upon the specifications of each department. Price will include Freight pick up, providing boxes and packing services, creating of inventory and manifest for all files in the boxes. Document prep, scanning at 300 DPI, image enhancement, Quality Control, Double Key indexing. Full-text OCR, Data Delivery, and shredding. Files should be formatted in PDF/A for the **Central Office 1000 Broadway Digitalization Project**, in the amount of **\$640,660.00**, which includes a not-to-exceed amount of **\$70,000.00** for additional services, as the lowest responsive bidder, with the work anticipated to commence on **June 30, 2022**, and scheduled to last for one hundred eighty (180) Calendar days, with an anticipated ending of **December 26, 2022**.

Fiscal Impact

Fund 01, General Summary Revenues Expenditures and
Fund 21 Building Funds, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits and Other Contract Documents
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 22-1567

Department: Facilities Planning and Management

Vendor Name: Viatron Systems, Inc.

Project Name: Central Office 1000 Broadway Digitalization Project **Project No.:** 22105

Contract Term: Intended Start: June 30, 2022 Intended End: December 26, 2022

Total Cost Over Contract Term: \$640,660.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Viatron Systems, Inc., was selected by the District as the lowest responsive and responsible bid.

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

Viatron Systems, Inc., to provide retrieve existing files from 8-10 Departments to scan and digitize the files based upon the specifications of each department. The vendor will provide an all-inclusive price per page for all services. Price will include Freight pick up, providing boxes and packing services, creating of inventory and manifest for all files in the boxes. Document prep, scanning at 300 DPI, image enhancement, Quality Control, Double Key indexing. Full-text OCR, Data Delivery, and shredding. Files should be formatted in PDF/A for the Central Office 1000 Broadway Digitalization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 8, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Waiver – Central Office Digitalization

Project No. 22105

As required by the Oakland Unified School District's Local Business Policy, a review of the approved certifying agencies local business databases was conducted to identify potential certified firms for this project.

NAICS Codes searched:

- NAICS Code – 323111 Commercial Printing.
- NAICS Code – 333316 Photographic and Photocopying Equipment

Analysis Results:

- 0 certified LBE/SLBE/SLRBE firms were found in the District's defined local area.
 - LBE (or equivalent) - 0
 - SLBE (or equivalent) - 0

Based on the lack of available Local and Small Local certified firms it is recommended to waive the entire Local Business Policy requirement for the above referenced project.

Cc: Kenya Chatman
Tadashi Nakadegawa

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **June 30, 2022** (the “Effective Date”), by and between the **Oakland Unified School District** (“District”) and **Viatron Systems, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Central Office 1000 Broadway Digitalization Project (“Project”): To provide Central Office 1000 Broadway Digitalization Project. The Basic Services include all work described in the May 3, 2022, Notice to Bidders, which is attached to this Agreement as **Exhibit A** and described at the April 20, 2022, pre-bid site meeting (including but not limited to digitizing all district documents related to the district departments and providing systems for document archive and retrieve). Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** The term for performance of the Services shall begin on **June 30, 2022**, and shall end on **December 26, 2022** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in **Exhibit B** for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SIX HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY Dollars (\$640,660.00)**, which consists of a lump sum of **FIVE HUNDRED SEVENTY THOUSAND SIX**

HUNDRED SIXTY Dollars NO/100 (\$570,660.00) for performance of the Basic Services, and a not-to-exceed contingency of **SEVENTY THOUSAND Dollars NO/100 (\$70,000.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within thirty (30) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within thirty (30) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any

portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by

District) with District students at all times during the Term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

* * * * *

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

DISTRICT:

CONTRACTOR:

OAKLAND UNIFIED SCHOOL DISTRICT

VIATRON SYSTEM, INC.

850.40 6/30/2022
Gary Yee, President, Board Education Date

Signature: 

Name: ALBERT FADER

 6/30/2022
Kyla Johnson-Trammell, Superintendent, Date
and Secretary, Board of Education

Title: VICE PRESIDENT

Date: 6/10/2022

 T.N. 6.22.2022
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning and Management

Address for District Notices:

Address for Contractor Notices:

Facilities Planning and Management
955 High Street
Oakland, CA. 94601

Viatron System, Inc.
18233 S Hoover, St.
Gardena, CA 90248

Approved As To Form:

 6/23/22
OUSD Facilities Legal Counsel Date

Exhibit A

Scope of Basic Services

ADDITIONAL SPECIAL SCOPE OF WORK
DOCUMENT 00 01 08

There are an estimated 3,200,000 Pages of Mixed files at the district offices – (Broadway and OUSD Warehouse). Files consist of 8-10 Departments including HR, Business Office, General Counsel, Accounting, Risk Management, Payroll, and Fiscal.

The vendor will supply an all-inclusive price per page for all services. Price will include Freight pick up, supplying boxes and packing services, creating of inventory and manifest for all files in the boxes, document prep, scanning at 300 DPI, image enhancement, Quality Control, Double Key Indexing, Full-Text OCR, Data Delivery, Storage for 6 months, and shredding. **The owner reserves the right to make the award not only on individual pricing components but also on a combination of prices as reflected on the bid form.**

Doc Prep

There is an estimated 20 pages per folder. Files are mixed document types by several departments. **Insert a barcode separator in front of each file.** A barcode sheet will be created by the vendor during packing and Manifesting.

Heavy Prep - files are Multi Colors, 8.5 x 17 Size paper, Double Sided, Staples, Brackets, small receipts, Green Bar paper that needs to be torn apart. Fiscal Services and Business Office files might have small receipts that the vendor will need to tape down.

Scanning

Scanning will be done in 300 DPI – PDF or Multi-Page Tiff Format. **Scanning shall be done in Dual Stream mode (both Black & White and Color) to ensure the best quality image for delivery. During Quality Control vendor shall manually select the best image from the Dual Stream images.**

Images shall be full text searchable and uploaded to ApplicationXtender Cloud Hosting Solution. The vendor shall offer both on-premises and hosting options.

Indexing

Index at Folder Description Indexing is at the Folder Level as well as subcategory tabs. Up to 8 Fields per File. All indexing needs to be done within California. **The average File size is 10-20 Pages.**

Vendors need to **double-blind key index** the fields to ensure accuracy. **The vendor will create a database and manifest the files for a chain of custody.**

ADDITIONAL SPECIAL SCOPE OF WORK
DOCUMENT 00 01 08

Freight

Vendor Shall Pack Files from the File Cabinets into Banker Boxes. **The vendor needs to supply boxes and create a box manifest for all files in each box to ensure a chain of custody.** The vendor shall supply approximately 1,250 Bankers Boxes for packing. Estimated 3,100,000 Pages at Broadway District Office.

After scanning vendor shall store the Files for up to 6 Months and supply options for shredding, return, or long-term storage. The vendor will supply document search requests while the scanning project is ongoing. Estimated 20 Document Requests per week. Doc Search Requests need to be delivered within 24 Hours of request,

Cloud Hosted Software: Application Xtender

Software needs to have multiple users for 8-10 department. Licenses will be used by the HR dept, Business Office, General Counsel, Accounting, Risk Management, Payroll, Charter Schools, and Fiscal.

Software needs to include a Full-text Server and Full-Text OCR licenses for multiple users.

Security

The scanning vendor needs to be SOC2 compliant for the scanning location and software data center to ensure the security of the files.

Experience with Confidential Records scanning. Must have over 5 years of experience with scanning for School Districts and Human Resources departments with high volume projects of over 3 million Pages.

Supply references for document scanning for K12 as well as Cloud Hosting for K12.

Exhibit B Hourly

Rates for Additional Services

Hourly Rate for Scanning which includes Document Preparation, Scanning, QC and Indexing - \$29.95 per Hour.

Advanced Technical - Additional Services - Optional Scribble Upload:

Optional Only: Hourly rate for Technical Professional Services. (for example, if Oakland USD wants ViaTRON to provide special formatting and upload files to the Scribble Cloud). \$120.00 per Hour.

Standard Data Delivery on Hard drive - PDF/A Format - FREE

ViaTRON Cloud Hosted Document Management System FREE

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Central Office
 Project: Digitization
 Project #: 22105
 Estimate: \$700,000

Date: Tuesday, May 3, 2022
 Time: 2:00 P.M.
 Project Mgr: Pam Henderson
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	ARC Document Solutions LLC	Base Bid:	\$644,555.00	Required Day of Bid:	
Address:	821 Martin Ave.	Allowance:		Signed Bid Form	✓
City/State:	Santa Clara, CA 95050	TOTAL:	\$644,555.00	Addendum Acknow. 1	✓
Phone:	408-295-5770	Alternates:		Bid Bond	n/a
Fax:	-NON RESPONSIVE-			Non-Collusion	✓
				Iran Contracting Certification	n/a
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	✓
		8:07 AM	5/3/2022	Contractor's Sub List	n/a
				Debarment Suspension & Schd Z	✓
				Local Business Participation Form	wa
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	n/a
		2:05 PM	5/3/2022		

Company:	VIATRON SYSTEMS, INC.	Base Bid:	\$570,660.00	Required Day of Bid:	
Address:	18233 S. Hoover Street	Allowance:	\$70,000.00	Signed Bid Form	✓
City/State:	Gardena, CA 90248	TOTAL:	\$640,660.00	Addendum Acknow. 3	✓
Phone:	310-756-0605	Alternates:		Bid Bond	n/a
Fax:	310-756-0609			Non-Collusion	✓
				Iran Contracting Certification	n/a
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	✓
		7:39 AM	5/3/2022	Contractor's Sub List	n/a
				Debarment Suspension & Schd Z	✓
				Local Business Participation Form	w/a
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	n/a
		2:05 PM	5/3/2022		

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

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

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning & Management
955 High Street,
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of VIATRON SYSTEMS, INC ("Bidder"), 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 **Central Office 1000 Broadway Digitalization Project, 1000 Broadway, Oakland, CA 94612 (the "Contract"), Project No. 22105**

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

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

Five Hundred and Seventy Thousand Six hundred & Sixty.	<i>Dollars</i>	\$ 570,660
<hr/> <i>Base Bid Amount</i>		
<i>Seventy Thousand</i>	<i>Dollars</i>	<i>\$70,000.00</i>
<hr/> <i>Contingency Allowance</i>		
Six Hundred and Forty Thousand Six hundred & Sixty.	<i>Dollars</i>	\$ 640,660
<hr/> <i>Total Bid Amount</i>		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Seventy Thousand dollars (\$70,000.00).**

OAKLAND UNIFIED SCHOOL DISTRICT
CENTRAL OFFICE 1000 BROADWAY
DIGITALIZATION
PROJECT NO.: 22105

1
BID FORM
DOCUMENT 00 31 01

Miscellaneous:

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

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

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, 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 specifications and bid as accepted.

The undersigned declares that Bidder 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:

VIATRON SYSTEMS, INC - 18233 S. HOOVER STREET,
GARDENA, CA 90248.

Our Public Liability and Property Damage Insurance is placed with:
Independent Group Agency

Our Workers' Compensation Insurance is placed with:
Travelers

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:

OAKLAND UNIFIED SCHOOL DISTRICT
CENTRAL OFFICE 1000 BROADWAY
DIGITALIZATION
PROJECT NO.: 22105

2

BID FORM
DOCUMENT 00 31 01

{SR526394}

Addendum No. 1 Date 4/07 Addendum No. _____ Date _____
Addendum No. 2 Date 4/11 Addendum No. _____ Date _____
Addendum No. 3 Date 4/27 Addendum No. _____ Date _____

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

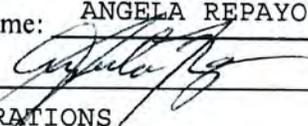
A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor 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: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships 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. Bids by corporations must be signed 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 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.

Print or Type Name: ANGELA REPAYO

Signature : 

Title: VP OPERATIONS

Name of Company as Licensed in California: VIATTRON SYSTEMS, INC

Business Address: 18233 S. Hoover Street, Gardena, CA 90248

Telephone Number: 310-756-0604

3

OAKLAND UNIFIED SCHOOL DISTRICT
CENTRAL OFFICE 1000 BROADWAY
DIGITALIZATION
PROJECT NO.: 22105

BID FORM
DOCUMENT 00 31 01

{SR526394}

California Contractor License No.: CMAS - 3-22-03-1075

Class and Expiration Date: STATE SCANNING CONTRACT- EXPIRES 9-19-2026

Public Works Contractor Registration No.: NA

State of Incorporation, if Applicable: CALIFORNIA - APRIL 1990

OAKLAND UNIFIED SCHOOL DISTRICT
CENTRAL OFFICE 1000 BROADWAY
DIGITALIZATION
PROJECT NO.: 22105

4

BID FORM
DOCUMENT 00 31 01

{SR526394}

TABLE OF CONTENTS

Table of Contents	2
Cover Letter	3
QUESTIONNAIRE REGARDING - QUALIFICATIONS AND EXPERIENCE - DOCUMENT 00 21 00	5
BID FORM - DOCUMENT 00 31 00	9
DESIGNATION OF SUBCONTRACTORS - DOCUMENT 00 41 01	14
SITE VISIT CERTIFICATION - DOCUMENT 00 41 02	18
NONCOLLUSION DECLARATION - DOCUMENT 00 41 03	20
WORKERS' COMPENSATION CERTIFICATE - DOCUMENT 00 41 05	22
PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION - DOCUMENT 00 41 06	24
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT - DOCUMENT 00 43 00	26
ATTACHMENT A – Violent and Serious Felonies	29
ATTACHMENT B – Independent Contractor Student Contact Form.....	33
SCHEDULE Z – DOCUMENT 00 52 00 CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGINILITY AND	
VOLUNTARY EXCLUSION – LOWER TIRE COVERED TRANSACTION	36
Contractor Profile and Resources/ Capabilities.....	38
ViaTRON Scanning Software	39
Staff Biographies & Facilities.....	41
Procedures for Scanning, Indexing, and QC.....	44
Scanning.....	44
Indexing	44
Quality Control.....	45
Staff and Company Experience - References	46
REFERENCES	47
Summary Methodology	48
Exhibit A - Scope of Basic Services – Breakdown by Department – District Office at 1000 Broadway & Warehouse at 900 High Street.....	53
Exhibit B - Hourly Rates – Options for Advanced Services & Boxing, Packing & Manifest	59
Exhibit B - Hourly Rates – Option for ViaTRON Document Management Software and Cloud Hosting.....	60
Imaging Solution Brochure – OpenText ApplicationXtender	61

COVER LETTER

May 3rd, 2022

Attn: Pamila Millet-Henderson - Project Manager

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning & Management
955 High Street
Oakland, CA 94601

Dear Pamila:

We would like to thank the Oakland Unified School District for giving ViaTRON the opportunity to bid on your project for **Project No.: 22105 - Central Office 1000 Broadway Digitalization Project** -. Our project management and systems analyst team have carefully reviewed the scope of work. The Oakland Unified School District will receive the highest quality and accurately finished product.

ViaTRON is one of the largest SOC2 compliant document conversion services providers in California which specializes in working with government entities. We have prepped, scanned, Indexed, and QCR'd over 2 billion government records. We have completed over 1,200 government projects over the last 30 years including School Districts, Community Colleges, States, Counties, District Attorneys, Courts, Cities, and more. We have extensive experience in Education, State and Local Government clients and are familiar with the various document types, indexes, and challenges they present.

You will find our services to be very professional but also flexible to meet your changing and unique needs. ViaTRON has worked on highly sensitive and confidential documents including Special Education Records, Student Files, HR Files, Accounting, Court Case Files, Police Dept criminal cases, etc. All logistics and work are performed by ViaTRON staff and ViaTRON has gone through extensive backgrounds and audits with various District Attorneys, FBI, and other government entities.

ViaTRON Systems, Inc. is a corporation established in 1990. Our State-of-the-Art Secure scanning facility is located in Gardena, CA in Los Angeles City.

Corporate Information:

ViaTRON Systems, Inc.
18233 S. Hoover Street
Gardena CA 90248

CMAS # 3-22-03-1075
FEID# 33-0615733

Account Manager
Ernst Gangnes, ECMp
ernstg@viatron.com
ph: (310) 756-0604

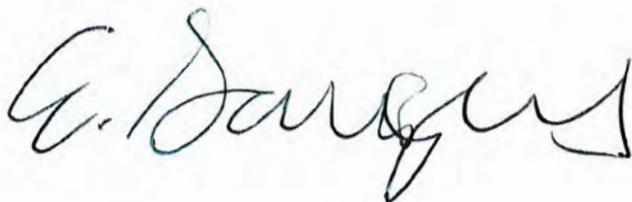
Project Manager
Luis Acevedo
luisa@viatron.com
ph: (310) 756-0613

This proposal shall remain valid for a period of not less than (365) Days.

If we are chosen for this project, you can expect ViaTRON to work hard to exceed your project expectations.

Thank you,

Sincerely,



Ernst Gangnes, ECMp, CaptureP
Account Manager
310-756-0604
ernstg@viatron.com
www.viatron.com

QUESTIONNAIRE REGARDING - QUALIFICATIONS AND EXPERIENCE - DOCUMENT 00 21 00

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

Central Office 1000 Broadway Digitalization Contract for the Oakland Unified School District ("Owner")

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

ViaTRON Response: ViaTRON will comply and answers below. I have also attached our Experience Scanning Process Methodology; Project Staff resumes and References.

2. Identify all public works contracts on which you have performed work over the last 5 years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):

ViaTRON Response: Please see section below – 'STAFF AND COMPANY EXPERIENCE – REFERENCES'

- a. The public agency owner, its design professional, and its construction manager.

ViaTRON Response: ViaTRON is a scanning company and does not do construction. Scanning clients are listed below under 'STAFF AND COMPANY EXPERIENCE – REFERENCES'

- b. The contact persons at the owner, the design professional, and the construction manager.

ViaTRON Response: NA – ViaTRON is a scanning company.

- c. The name of project.

ViaTRON Response: Document Conversions and Cloud Hosting Solutions.

- d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).

ViaTRON Response: ViaTRON is a Prime vendor and does not outsource any work. ViaTRON will not use Subcontractors.

- e. The date of the owner's award of the contract to you.

ViaTRON Response: To be determined.

- f. The original scope of work in the contract.

ViaTRON Response: ViaTRON has created a detailed project plan and scanning estimated and pages counts for each dept. Please see breakdown for each dept under scope of work section.

g. The original contract price.

ViaTRON Response: To be determined based on project scope of work and options page.

h. The original contract time for performance.

ViaTRON Response: ViaTRON estimates we can complete the project in 6-9 months depending on the options page.

i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.

ViaTRON Response: None, ViaTRON has no claims against our company.

j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.

ViaTRON Response: None, ViaTRON has no claims against our company.

k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.

ViaTRON Response: None, ViaTRON has no claims against our company.

l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and each basis for the withholding.

ViaTRON Response: None, ViaTRON has no claims against our company.

m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

ViaTRON Response: None, ViaTRON has no claims against our company.

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

ViaTRON Response: None, ViaTRON has no claims against our company.

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

ViaTRON Response: None, ViaTRON has no claims against our company.

- p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

ViaTRON Response: None, ViaTRON has no claims against our company.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

ViaTRON Response: None, ViaTRON has completed every scanning project. ViaTRON guarantees all work.

- b. All reasons for the delay in completion, including delay for which you were responsible.

ViaTRON Response: None, ViaTRON has completed every scanning project. ViaTRON will project sample tests to confirm project timeline and schedule. Timeline depends on the options selected by client.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:

- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

ViaTRON Response: None, ViaTRON has no claims against our company.

- b. A copy of each CWPA and DCP.

- c. Reasons for the issuance of each CWPA and DCP.

ViaTRON Response: None, ViaTRON has no claims against our company.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

ViaTRON Response: None, ViaTRON has no claims against our company.

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

ViaTRON Response: None, ViaTRON has no claims against our company.

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

ViaTRON Response: None, ViaTRON has no claims against our company.

BID FORM - DOCUMENT 00 31 00

SEE ATTACHED –

**PLEASE NOTE PAGE 53 - EXHIBIT A - SCOPE OF BASIC SERVICES –
BREAKDOWN BY DEPARTMENT – DISTRICT OFFICE AT 1000
BROADWAY & WAREHOUSE AT 900 HIGH STREET**

DESIGNATION OF SUBCONTRACTORS - DOCUMENT 00 41 01

SEE ATTACHED

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: CENTRAL OFFICE 1000 BROADWAY DIGITALIZATION (Project Name)
PROJECT NO: 22105 BIDDER'S NAME VIATRON SYSTEMS, INC
DIR 10 Digit Registration No: 33-0615733 TAX ID

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

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

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

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

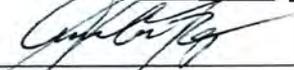
OAKLAND UNIFIED SCHOOL DISTRICT
CENTRAL OFFICE 1000 BROADWAY
DIGITALIZATION
PROJECT NO.: 22105

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR526332}

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 May 3rd, 2022, at Gardena [city], CA [state].

Signature: 

Print Name: ANGELA REPAYO

Title: VP OPERATIONS

OAKLAND UNIFIED SCHOOL DISTRICT
 CENTRAL OFFICE 1000 BROADWAY
 DIGITALIZATION
 PROJECT NO.: 22105

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01

{SR526332}

SITE VISIT CERTIFICATION - DOCUMENT 00 41 02

SEE ATTACHED

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Central Office 1000 Broadway Digitalization 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.

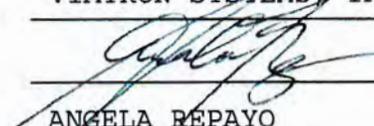
I certify that ERNST GANGNES (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work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

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

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

Date: MAY 3RD, 2022

Proper Name of Bidder: VIATRON SYSTEMS, INC

Signature: 

Print Name: ANGELA REPAYO

Title: VP OF OPERATIONS

END OF DOCUMENT

NONCOLLUSION DECLARATION - DOCUMENT 00 41 03

SEE ATTACHED

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Central Office 1000 Broadway Digitalization

The undersigned declares:

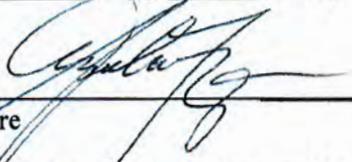
I am the VP of Operations of ViaTRON Systems, the party making the foregoing bid.

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 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. 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 May 3rd, 2022 at Gardena [city], CA [state].

Signature


ANGELA REPAYO - VP OPERATIONS

Print Name

WORKERS' COMPENSATION CERTIFICATE - DOCUMENT 00 41 05

SEE ATTACHED

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

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

VIATRON SYSTEMS, INC

Name of Contractor



Signature

ANGELA REPAYO - VP OPERATIONS

Print Name

MAY 3RD, 2022

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS
CERTIFICATION - DOCUMENT 00 41 06**

SEE ATTACHED

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
DOCUMENT 00 40 06**

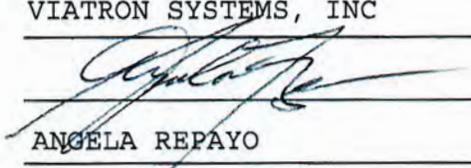
PROJECT/CONTRACT NO. 22105 between Oakland Unified School District ("District") and VIATRON SYSTEMS, INC (Central Office Digitalization) ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: MAY 3RD, 2022

Proper Name of Contractor: VIATRON SYSTEMS, INC

Signature: 

Print Name: ANGELA REPAYO

Title: VP OF OPERATIONS

END OF DOCUMENT

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT -
DOCUMENT 00 43 00**

SEE ATTACHED

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 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 such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

ATTACHMENT A – VIOLENT AND SERIOUS FELONIES

SEE ATTACHED

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

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

Section 220.

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

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B – INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

SEE ATTACHED

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: VIATRON SYSTEMS, INC
Date of Entity's Contract with District: JUNE 30TH, 2022
Scope of Entity's Contract with District: DOCUMENT CONVERSION

I, ALBERT FADER [insert name], am the VICE PRESIDENT [insert "owner" or officer title] for VIATRON SYSTEMS, INC [insert name of business entity] ("Entity"), which entered a contract on JUNE 30TH, 2022 with the District for DOCUMENT CONVERSION

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: JUNE 22, 2022

Signature: 
Typed Name: ALBERT FADER
Title: VICE PRESIDENT
Entity: VIATRON SYSTEMS INC

**SCHEDULE Z – DOCUMENT 00 52 00 - CERTIFICATION REGARDING
DEBARMENT SUSPENSION, INELIGINILITY AND VOLUNTARY
EXCLUSION – LOWER TIRE COVERED TRANSACTION**

SEE ATTACHED

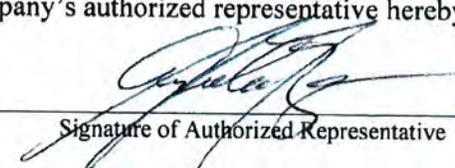
SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
VIATRON SYSTEMS, INC			
Company Name		Signature of Authorized Representative	
18233 S. Hoover St.		Angela Repayo - VP Operations	
Gardena, CA 90248		Type or Print Name	
Address			
(310)	756-0604	May 3rd 2022	
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

CONTRACTOR PROFILE AND RESOURCES/ CAPABILITIES

ViaTRON Systems, Inc. has read and understood the Scope in its entirety. ViaTRON is very confident it can perform the requested services of Scanning, Digitizing, and Indexing Services of District Office Files located at 1000 Broadway.

ViaTRON's role in this project is as prime contractor and nothing would be subcontracted out. ViaTRON has the experience and ability to perform all the activities requested in this scope of work.

ViaTRON is a corporation established on April 1st, 1990, to process large volumes of **Paper, Microfilm, Microfiche** and **Large format** files into digital format. During the past 30 years, ViaTRON has evolved into a high-tech company that provides vital business and technology solutions to hundreds of companies, states and federal government. We have successfully scanned and converted billions of pages for our government clients.

ViaTRON Security – ViaTRON is a SOC2 Compliant document scanning facility. ViaTRON scans high sensitive documents for State and Local govt agencies, District Attorney's Offices, Police Depts and Superior Court Houses. ViaTRON also specializes in scanning for Higher Education and K12 and has scanned for over 100+ Educational agencies.

ViaTRON has invested heavily in industry leading technology. Some of our equipment includes:

- 45 High-Speed Production Scanners / 205 workstations for indexing and QC
- 80 + Employees in various divisions – doc prep, scanning, quality control, data entry, technical, consulting, operations, and project management.
- ViaTRON's advance image control software

ViaTRON invests millions of dollars in our production/data conversion equipment to bring the best solution to our clients. ViaTRON also has a \$5,000,0000 Quality Control, Errors and Omissions insurance policy for added client security.

If awarded this contract, ViaTRON will be spending a considerable amount of time meeting individually with every department to go over their documents, record retention polices, and designing a methodology, timeline, and milestones for completion of all work. ViaTRON has extensive experience in City government operations and understands the various document types involved.

ViaTRON's headquarters is based in Los Angeles City, California with operations across the many states including Texas, Nevada, Tennessee, New Jersey, California and Hawaii.

ViaTRON Systems Inc.

HQ Location / 18233 S Hoover St.

Gardena, CA 90248

FEID# 33-0615733

www.viatron.com

Document Scanning Hardware

ViaTRON utilizes the industry best Kodak scanners for paper scanning as they are proven high volume scanners that are capable of easy transport to and from sites. ViaTRON has the Capacity to scan 1,100 Banker boxes of paper a week (2.75 million pages).



Kodak

' 400 / 600 dpi

Feeder/Elevator - Automatic 750-sheet elevator design; automatic document feeder with four settings: continuous feed, 100-sheet, 250-sheet, 500-sheet and full 750-sheet batches

Features - Perfect Page Technology, streak filter, controlled stacking, iThresholding, automatic color detection, auto crop, aggressive crop, deskew, content-based blank page detection and deletion, multi-color dropout, dual-stream scanning, automatic orientation now with defaults, color on the fly toggle patch, operator overrides

Security - Protecting Customer Information - KODAK Scanners process scanned data exclusively through volatile memory ensuring image data is effectively erased upon shut down. This scanner contains non-volatile storage (NVRAM), and volatile memory (SDRAM). Volatile memory is used to store customer image data. It is erased when the device is turned off.

Non-volatile memory is used to store program data, scanner settings, and scanner calibration data. No customer image data is stored in non-volatile memory. The only scanner settings stored permanently are the Energy Star settings. No other customer data is stored in the non-volatile memory.

VIATRON SCANNING SOFTWARE

ViaTRON utilizes industry standard **OpenText ApplicationXtender (formerly EMC)** and Kofax software as its core foundation.

ViaTRON has been using LaserFiche products for our document scanning services for over 20 years.

ViaTRON has extensive experience in processing large and complex amounts of information.

ViaTRON capacity is currently averaging 1,200 Banker Boxes per week of documents.

Other available services – Large Format Scanning and Microfilm Conversion

ViaTRON can scan up to 10,000 Large Format drawings a week capacity of Large Format Drawings and books.

contex
WHEN IMAGING MATTERS



Throughput – 4-8" per second

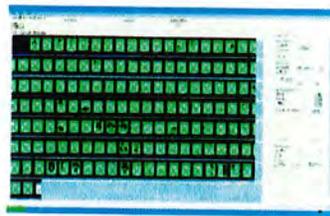
Resolution – 200-1,200 DPI

File format - TIF, JPG, PDF, PDF/A, DWF, CALS, BMP, JPEG-2000 (JP2), others

Features:

- Scan to multipage PDF or TIF
- Track scans and copies per account
- Real-time image adjustments – no re-scanning
- Auto file-naming templates for easy indexing
- ICC and Closed-Loop Color copying

ViaTRON invests in the industry leading Microfilm and Microfiche scanners from Mekel.



ViaTRON can scan 1,500 microfilms rolls per week.



ViaTRON can scan 300,000 microfiche images per week.

STAFF BIOGRAPHIES & FACILITIES

General Manager – Kala Devan

Experience:

- 30 Years' Experience in Data Conversion/Scanning Services.
- System Analysis and Systems Design.
- Electronic Data and Information Management Design.
- Electronic Workflow Design and Implementation.

Prior Experience: PCC, Inc. Chief Financial Officer and Chief Executive Officer.

Education: BSc. Accounting & Business Administration & MBA Finance.

Employed at ViaTRON: 30 Years

Project Manager – Luis Acevedo

- Experience: 15 Years of Experience in Data Conversion/Scanning Services
- **OpenText ApplicationXtender Certified (formally EMC)**
- Education: BSc. Business Administration
- Employed at ViaTRON: 15 Years

VP of Technology – Albert Fader

Experience: 25 Years of Experience in Data Conversion/Scanning Services. **SOC2 compliance manager.**

OpenText ApplicationXtender Certified (formally EMC)

Education: BSc. Psychobiology

Employed at ViaTRON: 23 Years

System Engineer – Thomas Omarl

Experience: 26 Years of Experience in Data Conversion/Scanning Services

OpenText ApplicationXtender Certified (formally EMC)

Education: BSc. Aerospace

Employed at ViaTRON: 24 Years

Account Manager/VP Sales – Ernst Gangnes

ECMp & Capture P - AIIM Certified

OpenText ApplicationXtender Certified (formally EMC)

Experience: 15 Years of Experience in Data Conversion/Scanning Services

Education: BA in Sociology - Criminology

Employed at ViaTRON: 12 Years

Production Manager – Alex Lopez

Experience: 5 Years of Experience in Data Conversion/Scanning Services

Education: BS Computer Science

Employed at ViaTRON: 5 Years

- **Document Prep Department - 42 Staff**
- **Scanning Department - 21 Staff**
- **Quality Control Department - 12 Staff**

Management Roles

ViaTRON uses **VTLink® Project Management** tool to help manage every aspect of the project management process. VTLink allows each manager to carefully plan, implement and monitor the department's progress. VTLink also allows each manager to better communicate between departments the status, progress and deadlines. Unlike other project management tools VTLink was created for the data conversion and scanning industry. Every manager at ViaTRON has been extensively trained in VTLink Project Management.

General Manager/Project Manager (PM)

- PM shall be the primary contact between Client and ViaTRON.
- Chief designer of project operations.
- Provide critical resources required for the project.
- Fully responsible for all activities at ViaTRON.
- Maintains records of the project.
- Manages and communicates Change Orders.
- Schedule meetings between client and ViaTRON.
- Monitors overall performance of the project.
- Responsible for project milestones and deadlines.

Project Manager/Assist. Project Manager

- Assist Project Manager with all aspects of the project.
- Maintains full knowledge of the project.
- Assist PM with communication between Client and ViaTRON.
- Backup contact for the Client in the event of emergency.

Account Manager

- Maintains regular contact with the client on general matters.
- Ensures the Client is satisfied with the progress.
- Reports to the company General Manager.

Project Analyst

- Study the Client's requirements and objectives.
- Develop a methodology to facilitate the flow of task during production.
- Ensures methodology will meet the milestones and deadlines.
- Reports to the Project Manager on progress.

System Engineer

- Design and setup the equipment and software that produce the best results.
- Study the progress of the software and equipment during the production.
- Makes improvements in order to get the best project results.
- Reports to the Project Analyst on progress.

Project Technician(s)

- Technicians maintain the software and equipment during the production.
- Multiple Technicians ensure the software and equipment for fully functional 24/7.
- Reports to the Systems Engineer on progress.

Production Manager

- Production Manager is responsible for the day-to-day operations of the production department.
- All Supervisors report to the Production Manager on project progress and quality assurance issues.
- Ensures the workflow, milestones and deadline of the production department.
- Reports to the Project Manager on progress

Quality Assurance Manager

- Develops key check points in the production process to ensure the best and the highest quality results for the project.
- Monitors and makes constant adjustments to the quality assurance process to improve production results.
- Reports to the Project Manager on progress.

Department Supervisor(s)

- Transportation Supervisor
- Document Preparation Supervisor
- Scanning Department Supervisor
- Quality Assurance Supervisor

Scan-On-Demand

- ViaTRON also offers the Scan-On-Demand services.
- Client may need a document, file folder or box while the documents are at ViaTRON being converted.
- ViaTRON has a manager who takes care of these requests.
- Locates the document, file/folder or box and scans into a digital format.
- Transfers the digital file to ViaTRON's Secure FTP site.
- Sends the link and password to the client to retrieval the file.
- Reports to the Production Manager.

Security and Compliance Manager

- Ensures ViaTRON has a clear understanding of the project Security and Privacy protocols required by the client.
- Trains ViaTRON's staff on these compliances.
- Ensures there are no conflict-of-interest issues.
- Monitors all security and privacy.
- Reports to the Project Manager and General Manager.

SCANNING



ViaTRON has a very strict "No Page Left Behind" rule in regard to Document Scanning. Every page will be scanned and checked by our QC dept.

- All Scanning employees are trained and tested prior to start of project. Some employees are used throughout the project.
- Documents are provided by the ViaTRON Doc Prep Department free of any staples, paperclips, etc.... It is the Scanning operator's sole responsibility to be 100% focused on scanning pages in real time. Staff monitors each page as it is scanned and verified for image enhancement and image quality.
- Scanning is done by operator physically watching each image in real time. The operator physically touches and watches every page being processed.
- Scanning is done on an average of 200 pages per batch.
- Every batch of pages are scanned twice to insure page counts match.
- Any error messages (example: double feed) are recorded and checked for false-positive.
- All pages are scanned in both Color and Black & White simultaneously.
- All raw images are saved (No image-enhancements done) in case QC department has an issue they need to look back at.
- Scanners are cleaned and calibrated twice a day.
- All scanning employees are supervised in real-time.
- No pages are automatically deleted.
- ViaTRON does not use auto-deletion features in software as its not 100% accurate. Any blank page deletion is done manually and QC for accuracy afterwards.

INDEXING

ViaTRON uses **ApplicationXtender** as well as Kofax and Kodak Capture Pro for indexing and separation of this project.

The process is simple,

1. Software identifies the barcode pages.
2. Automatically separates the batches.
3. The index value is presented to Data Entry employee for key entry.
4. Double-Key Entry: Another employee will read the same image and key in the index value. This is to insure by 99.9% accuracy there are no typos.

Document Conversion and Secure Cloud Imaging Solution

5. Technical department runs report queries reviewing batches, batch sizes, index values compared to existing database.
6. Batches are then passed to our QC department to review for final errors.

QUALITY CONTROL

Pickup and Delivery

We use ViaTRON's vans/trucks to pick up and deliver boxes from/to the District offices. We have in-house employees (truck drivers) to perform all the pickup and delivery tasks. ViaTRON does not outsource this work. We do not allow third party companies to touch any of our clients' documents. It is very important to maintain the "chain of custody" for all documents/boxes picked up or delivered to the District.

Box Tracking

In addition to the City's box number, ViaTRON creates an internal bar code control number and label for each box picked up. Any damaged boxes are photographed and tagged. The control numbers are entered into a central Project Management Tracking System. From this point forward the Project Management Tracking System will track the location, status and progress of that individual box. The City can check the condition or status of the box from the moment the box is picked up.

Double Check System

Every task performed on the District project will be checked two times using a manual and an electronic control system. Employees' work will be checked by our Quality Assurance Department. The QA Employees' work will be checked by the department supervisor. The Supervisor's tasks will be checked by the project manager. Every Employee's work will be double checked.

Employee Control

Each employee working on the District project will undergo a full review. Employees who have any connection (present or past) to the District will not be allowed to work on the project. An Employee will also not be allowed to work on the District project if they have an immediate family member working at City. ViaTRON performs a complete background check on all employees. Employees who have criminal records are not allowed to work at ViaTRON. All client boxes/documents are monitored very closely at three levels. It is impossible for any one person to have full access. Employees are trained for 40 hours specifically on the District documents before they are allowed to begin working on the project. All work performed by the employee is tracked and monitored by the Project Management Tracking System.

Box Control

ViaTRON Production Center handles each box in a unique manner. The box is analyzed by content. A detailed log is prepared to identify the box contents: pages, folder, document size, condition of documents, condition of box, and index variations. This information is kept separately and later used to crosscheck the finished product. Any discrepancy will result in the full audit of the box.

Document Tracking

ViaTRON's Central Project Management Tracking System tracks every employee who has come into contact of each document. For control purposes, we will be able to trace the individual tasks, date and time the file was accessed or worked on.

Document/Folder Control

Document Conversion and Secure Cloud Imaging Solution

Every document/folder in a box is checked twice. The first is performed by the Document Preparation Employee who does a physical count of the documents and creates a batch count report. This report is later crosschecked with the Final QA Report. We will need to get a 100% match, or the entire box is audited.

Image Control

ViaTRON uses several types of sophisticated image enhancement software to improve the quality of the images during the scan process. ViaTRON sends each image through three electronic levels of image enhancement. Each of these levels is meant to improve the quality of the original image. In addition to electronic enhancements, ViaTRON also manually checks (QC) every image for accuracy.

Error Corrections

ViaTRON corrects all image quality tasks within 24 hours. In most cases, image quality and enhancement are corrected in real-time. ViaTRON creates a Raw Image file of all documents as an automatic backup. In addition, the index fields are stored in a SQL database. This system was designed internally for auditing purposes. Any errors can be repaired immediately. Only in a few cases we may need to go back to the original paper to rescan. This can be done within a 24-hour period. Image repair, file separation and index correction can be done in real time and forwarded to City within 1 – 24 hours.

STAFF AND COMPANY EXPERIENCE - REFERENCES

Since 1990, ViaTRON has successfully completed thousands of Document Scanning projects into the software including **OpenText ApplicationXtender (formally EMC)**, Laserfiche, Tyler, Odyssey, Documentum, FileNet, OnBase, HPE, ApplicationXtender, Mfiles, Filebound, and more.

Below are a few examples of recent projects we have completed recently or are in the process of completing. All the scanning below were completed at ViaTRON secure SOC2 complaint facility in Los Angeles. The staff mentioned above has worked on all projects and will be fully ready to assist OUSD with your document conversion needs. Examples of current or past projects – for education. These are examples of our experience for high volume of project done at our office in Los Angeles and not formal client references. References can be made upon request.

School District Clients:

- **Los Angeles Unified School District – 10 million pages**
- **Sacramento City Unified School District – 1 million pages**
- **Upland Unified School District – 200,000 pages**
- **Compton Unified School District – 4.5 million pages**
- **Ontario Montclair Unified School District – 200,000 pages**
- **Chaffey Unified School District – 400,000 pages**
- **Fontana Unified School District – 1 million pages**
- **Victor Valle Unified School District – 200,000 pages**
- **Walnut Valley Unified School District – 100,000 pages**
- **Paramount Unified School District – 500,000 pages**
- **Bellflower Unified School District – 250,000 pages**
- **ABC Unified School District – 500,000 pages**
- **Palos Verdes Unified School District – 200,000 pages**
- **Fresno Unified School District – 5 million pages**

Community College Clients:

- City College of San Francisco – 3 million pages
- Butte College – 1.5 million pages
- Los Angeles Community College District – 20 million pages
- North Orange County College District – 1 million pages
- College of the Canyons – 6 million pages
- Santa Monica College – 3 million pages
- Compton College – 2 million pages
- Pasadena City College – 2 million pages
- Santa Barbara College – 1 million pages
- Mira Costa College – 1 million pages

State and County Clients:

- Alameda Superior Court – 20 million pages
- Clark County Superior Court – 5 million pages
- Butte County – 6 million pages
- Butte County Sheriff – 1 million pages
- County of Ventura District Attorney – 8 million pages
- Los Angeles County – HR dept – 10 million pages
- Los Angeles County District Attorney – 4 million pages
- Fresno County Assessor Office – 12 million pages
- Fresno County District Attorney – 5 million pages
- Riverside County of Education – 10 million pages
- Dept of Hawaiian Homelands – 6 million pages
- County of Nevada – 5 million pages
- County of Nevada Sheriff – 1 million pages
- Los Angeles Metro Water District – 8 million pages

REFERENCES

Metropolitan Water District of Southern California
700 N. Alameda Street
Los Angeles, California

Julia Mewborne
Records Manager
213-217-5533
jmewborne@mwdh20.com

Document Conversion and Secure Cloud Imaging Solution

Document scanning services for all departments. Including letter size, Large Format drawings, Microfilm and Microfiche. Estimated scanning volume over **5,000,000 + Pages**. Stated project in 2018 and is still on going.

County of Los Angeles – Human Resources
500 W. Temple Street
Los Angeles, California

Wei Wang
Principle Information Systems Analyst
213-359-6646
wwang@hr.lacounty.gov

Document scanning services for all HR departments in Los Angeles. Over 32 individual HR depts. Estimated scanning volume over **9,000,000 + Pages**. Started project in July 2019 and is still on going.

Ventura County Public Defenders
800 S. Victoria Ave
Ventura, California

Araceli Correa
Office System Coordinator
805-477-7138
araceli.correa@ventura.org

Document scanning services – All Felony and Misdemeanor Case – Highly sensitive and confidential documents. Estimated scanning volume over **2,000,000 + Pages**. Stated project in October 2019 and is still on going.

Summary Methodology

PROJECT PREPARATION/PLAN

DOCUMENT PACKING

Document Conversion and Secure Cloud Imaging Solution

Project Preparation

- Planning
- Build & Configure Scanners/Software
- Test documents
- Test Acceptance
- Go Live/Full Production

Freight – Pickup

- Document Inventory/Manifest
- Pickup – ViaTRON Certified Employees
- ViaTRON Receiving
- Box Tracking & Audit Report

Document Preparation

- Paper Preparation
- Document Preparation Quality Assurance

Scanning

- Scan
- Image Quality Assurance

Indexing

- Indexing
- Double Blind Key Indexing
- Indexing Quality Assurance

Quality Assurance

- Page-by-page review

Scan-On-Demand

- Client Document Request

Data Delivery

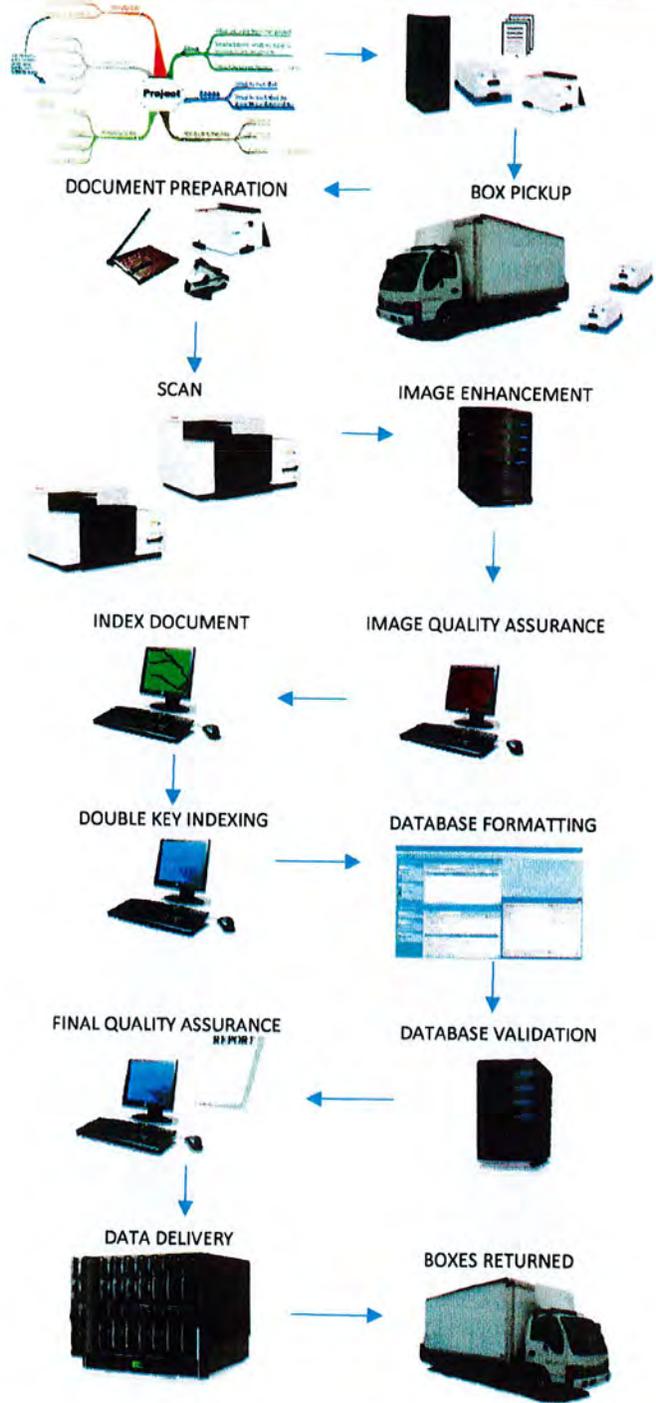
- SFTP Data Delivery

Client Review

- Random Quality Check by City
- Delivery Acceptance

Freight – Delivery

- Delivery – ViaTRON Certified Employees



Project Planning

The information provided has been prepared specifically for the Oakland Unified School District by the ViaTRON Data Conversion team. This information covers several important areas. The step-by-step procedures explain the manner in which ViaTRON would handle the Document Scanning Project in reference to the scope of work provided in the RFP.

Project Meeting

ViaTRON will meet with the assigned key staff of each City department to develop a plan for the project including, but not limited to:

- Performing a page count (est. of pages, large format, etc....)
- Designing Scope of Work that includes items such as,
 - o If ViaTRON is required to pack the boxes.
 - o Document Prep rules
 - o Indexes
 - o QC measures
- Create draft timeline and milestones for completion.
- Sample boxes completed and reviewed by City Department for approval.
- Updated timeline and milestones based off Sample competition.

Logistics - Document Transmittal

Prior to picking up boxes, ViaTRON will send a Project Manager to the Oakland Unified School District's locations to do the following task.

- Estimate the number of boxes
- Create barcode labels for the boxes

ViaTRON uses computerized tracking software to track the boxes before they leave the District. A unique barcode is attached to each box. The barcode tracks several pieces of key information. An automatic tracking report is generated that includes the following information:

- Box unique ID code
- Date of pickup
- Location of pickup
- All persons involved in the pickup transaction and travel log number.
- Work order must be signed outlining box count and manifest.

File Packing/Box Sealing

- ViaTRON will send a team of employees to pick up the boxes for the Oakland Unified School District. All employees will go through a certified background check when handling court documents.
- Once all boxes are packed for delivery, ViaTRON will then seal all the boxes

Pickup – ViaTRON Certified Employees

ViaTRON only uses ViaTRON employees to pick up boxes. ViaTRON has strict rules regarding the chain-of-custody regarding client documents.

OAKLAND UNIFIED SCHOOL DISTRICT OFFICE
1000 Broadway
Oakland, CA 94607

Document Conversion and Secure Cloud Imaging Solution

OAKLAND UNIFIED SCHOOL DISTRICT - WAREHOUSE

900 High Street

Oakland, CA 94601

- ViaTRON does not outsource any freight services
- All pickup and deliveries are performed by ViaTRON trained employees
- The trucks are scheduled to only make one pickup at a time to prevent cross contamination of documents
- Drivers keep a detailed security log for each trip. The security log keeps track of departure time, pickup/delivery start, pickup/delivery end, and return to ViaTRON Storage Center
- A standby driver/team are in place to immediately assist in case of mechanical problems

ViaTRON – Receiving

ViaTRON uses a double check system to verify all data. This procedure is used in receiving boxes from the District.

- When the truck arrives at ViaTRON facility, the boxes are moved to a holding area
- A barcode reader is used to verify the barcodes
- The verification is done by two managers
- The separate information is uploaded into the tracking software
- The software verifies the original data with the two manager scanned data
- The managers also check the boxes for damage and report it
- Any discrepancy is logged into the master quality control report
- Security issues if any will be resolved within 1 hour and City will be notified
- Box Tracking & Audit Report
- Every employee enters project work progress into the tracking report
- Every employee also enters quality control and monitoring info in quality control report
- The tracking report and quality control report are reviewed by the project manager several times throughout the day

Document Preparation

- ViaTRON has a team of dedicated employees to perform the Document Prep work.
- ViaTRON will test 5 boxes for each class/category of documents to establish the PSR (Project Specific Rules). The test is to determine the most accurate and efficient method to prepare the folder to be scanned.
- All Document Prep employees will be trained on the PSR.
- Each Document Prep employee will be assigned one box at a time and tested for PSR accuracy.
- Removing paperclips and staples.
- Unfolding documents, repairing tears and dog-ears.
- Smoothing pages for clean feed.
- Unbinding books.
- Taping sticky notes onto blank page for scanning.
- Barcode templates provided to the District.
- Any non-paper items will be recorded down in the exemption report and returned.

Document Preparation – Quality Assurance

- The Document Prep supervisor checks all boxes prepared by the Document Prep employees.
- The quality control report is updated if problems are found. Problems are resolved within 1 hour.
- The supervisor either accepts or send the work back for reprocessing.
- The tracking report is updated releasing the boxes to move to the next steps.

Scanning

Document Conversion and Secure Cloud Imaging Solution

- All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors.
- Special image enhancement software shall be used: de-speckling, de-skewing, image rotation, background suppression, adaptive threshold, edge enhancement, and gray tone filtering
- ViaTRON's scanner technicians will monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Prep team.
- The files will always be kept together. This will ensure the documents are always in the same order
- Recommend all documents will be scanned at 300 dpi for best quality. Additional DPI of 400 can also be achieved if required.
- Documents will be processed in single or Multi Page TIFF as per requested in RFP.
- ViaTRON will work with City departments during the test phase to develop the optimum results.
- All images can be processed with Searchable OCR at no extra charge.

Document Scanning – Quality Control

- Each Image will be reviewed and if needed compared with the originals to ensure the best quality was obtained.
- Quality Control is done throughout the project life cycle,
 - During Document Prep. Staff will be able to identify pages that the scanners will have problems with or need to be taped to another blank sheet to process.
 - During scanning. Scan operators are able to locate/flag images that are not acceptable quality.
 - During Indexing. Index staff are looking for clarity of fonts and images.
 - During QC. Staff will be reviewing images for readability, orientation, and overall quality. Referring to the originals if needed.
- ViaTRON QC team will flag any image that isn't of accepted standards, for re-scanning.
- Quality is guaranteed, and re-scans are of no extra charge.

Indexing

- ViaTRON software will automatically detect every target page that has a barcode separation page.
- ViaTRON's employee will manually index one document from one box at a time

Double Key Indexing

ViaTRON performs double key ensure the highest quality of work.

- ViaTRON utilizes a blind key verification process, meaning that the verifier is unaware of the entries made by the other encoder. This process ensure that the indexed date is 100% accurate at the character level.

Indexing Quality Assurance

- The system engineer performs data validation through character mix, date ranges, quantity ranges, including database lookup

Scan on Demand

- ViaTRON Systems understands that the files are live, and the client may need access to files before the project is completed.
- If City has a request for a document, ViaTRON will locate the file and provide client with the scanned digital copy through our secured FTP site, email, or any other means preferred.

Data Delivery

File Sharing Via Cloud Storage. ViaTRON has multiple approaches to data delivery. The typical method of delivery is through a password encrypted hard drive or DVD. Some clients choose the option to download via secured FTP site. ViaTRON is a SOC2 Compliant facility.

ViaTRON recommends delivering the data via Secure FTP using our File Share Cloud Storage utility.

EXHIBIT A - SCOPE OF BASIC SERVICES – BREAKDOWN BY DEPARTMENT – DISTRICT OFFICE AT 1000 BROADWAY & WAREHOUSE AT 900 HIGH STREET

ViaTRON staff visited Oakland Unified School District for the Mandatory onsite walk through on April 20th, 2022. Based on the walk through ViaTRON shown files in cabinets as well as in Boxes for the OUSD District office located at 1000 Broadway Street and the offsite Warehouse located at 900 High Street. District office was multiple depts including – HR Active (Talent Files), HR ADSS, Payroll, Budget, Risk Management, Charter Schools, General Counsel, and Basement – Accounting Files. There are also 840 Cassette tapes that need to be converted.

ViaTRON has estimated there are a total of 8,619,200 Pages from all sites.

ViaTRON has proposed option for us to Box the files – provide empty banker Boxes and Staff to pack and Label Files for Transport.

At the **Warehouse location, located at 900 High Street**, there are HR Inactive fields. Most of the files are in Cabinets, and 20% of those are in boxes. ViaTRON has offered as an option to provide Boxes and Staff to Pack and Label the boxes for transport.

At THE district Office ViaTRON has included the **Boxes in the Basement of 1000 Broadway**. These consist of archive Vendor files, and Business Office records.

ViaTRON's plan is to pack boxes and load a big Truck (400-500 Boxes at a time). This will be the most efficient way to transport documents to **ViaTRON's secure SOC2 complaint facility for scanning**.

After scanning ViaTRON will **deliver a Hard drive for each dept with there files in PDF/A format**. ViaTRON also has a **Cloud Document Imaging System called ApplicationXtender**. The system is based on concurrent Users. ViaTRON has proposed as an option 10 Concurrent Users that the depts can share to access their secure images with a log on and User Name and Password.

Option: ViaTRON can provide option to upload to Scribble – however this would be an option due to extra technical work needed. This system is a 3rd party vendor and is a box-by-box upload – slow manual technical process.

Below is a detailed breakdown per dept that ViaTRON was shown during the walk through. ViaTRON created this breakdown by dept just in case you want to remove any depts as a phase 2.

After scanning is 100% Complete ViaTRON can store the boxes for free for 2-3 months and then provide FREE document destruction as a service to Oakland Unified School District.

DOCUMENT ANALYSIS - SCOPE OF WORK OAKLAND UNIFIED SCHOOL DISTRICT - (BROADWAY & WAREHOUSE)

ViaTRON Systems, Inc - CMAS Contract # 3-22-03-1075

BROADWAY - HR	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type **HR ACTIVE FILES**

TALENT FILES	20 Drawers - 36 Inch	20	36	720	144,000	\$0.0575	\$ 8,280.00
	125 Shelves - 28 Inch (25 Cabs - 5 shelves per Cab)	125	28	3500	700,000	\$0.0575	\$ 40,250.00
	38 total Shelves - 40 Inch (6 Cabs - 5 shelves per Cab) & (2 Cabs with 4 shelves each)	38	40	1520	304,000	\$0.0575	\$ 17,480.00
	50 Boxes - 18 Inch	50	18	900	180,000	\$0.0575	\$ 10,350.00

***BOX AND PACKING
ESTIMATED - 382 BOXES**

Indexing **FOLDER DESCRIPTION, DOC TYPE, ETC.** Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI.

***INDEXING - LAST NAME, FIRST NAME, EMPLOYEE ID, DEPT NAME - TALENT ACTIVE. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.**

Estimated Pages	1,328,000	Sub Total	\$ 76,360.00
Sub Total - TALENT			

WAREHOUSE	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type **WAREHOUSE- INACTIVE FILES**

234 Cabinets - 4 drawers	956 DRAWERS - 24 INCHES	956	24	22944	4,588,800	\$0.0575	\$ 263,856.00
4 Cabinets - 5 drawer	20 DRAWERS - 36 INCHES	20	36	720	144,000	\$0.0575	\$ 8,280.00
250 Boxes	250 BOXES - 18 INCHES	250	18	4500	900,000	\$0.0575	\$ 51,750.00
4 BOXES	4 BOXES - 24 INCHES	4	24	96	19,200	\$0.0575	\$ 1,104.00

***BOX AND PACKING
ESTIMATED - 1,893**

Indexing **FOLDER DESCRIPTION, DOC TYPE, ETC.** Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI.

***INDEXING - FOLDER DESCRIPTION, VENDOR NAME, YEAR, DEPT NAME - BUSINESS OFFICE. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.**

Estimated Pages	5,652,000	Sub Total	\$ 324,990.00
Sub Total - WAREHOUSE			

Document Conversion and Secure Cloud Imaging Solution

BROADWAY - HR	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type HR - ADSS

ATTENDANCE	10 Draw ers - 26 Inch	10	26	260	52,000	\$0.0575	\$ 2,990.00
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***BOX AND PACKING ESTIMATED - 18 BOXES**

Indexing FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI.
***INDEXING - LAST NAME, FIRST NAME, EMPLOYEE ID, DEPT NAME - ATTENDANCE. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.**

Estimated Pages					52,000	Sub Total	\$ 2,990.00
Sub Total - ADSS							

BROADWAY - PAYROLL	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type PAYROLL

PAYROLL	64 Draw ers - 24 Inch (16 Cabs - 4 Draw ers per Cab)	64	24	1536	307,200	\$0.052	\$ 15,974.40
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***BOX AND PACKING ESTIMATED - 103 BOXES**

Indexing FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI.
***INDEXING - LAST NAME, FIRST NAME, EMPLOYEE ID, DEPT NAME - PAYROLL. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.**

Estimated Pages					307,200	Sub Total	\$ 15,974.40
Sub Total - Payroll							

BROADWAY - FISCAL SERVICES	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type FISCAL SERVICES

VENDOR FILES - RFPS	2 - 24 Inch	2	24	48	9,600	\$0.0575	\$ 552.00
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***BOX AND PACKING ESTIMATED - 4 BOXES**

Indexing FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI.
***INDEXING - VENDOR NAME, YEAR, TYPE, DEPT NAME - FISCAL SERVICES. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.**

Estimated Pages					9,600	Sub Total	\$ 552.00
Sub Total -							

Document Conversion and Secure Cloud Imaging Solution

BROADWAY - FIELD TRIP FORMS	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type	FIELD TRIPS						
FIELD TRIP FORMS	5 Boxes - 20 Inches	5	20	100	20,000	\$0.052	\$ 1,040.00
Indexing	FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - SCHOOL SITE, TRIP NAME, DATE, DEPT NAME - FIELD TRIPS. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						

Estimated Pages					20,000	Sub Total	\$ 1,040.00
Sub Total - Field Trips							

BROADWAY - RISK MGMT	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type	HR - RISK MANAGEMENT						
RISK MGMT FILES	12 Draw ers - 26 Inch (3 Cabinets - 4 Draw ers)	12	24	288	57,600	\$0.0575	\$ 3,312.00
Indexing	*BOX AND PACKING ESTIMATED - 20 BOXES FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - LAST NAME, FIRST NAME, EMPLOYEE ID, DEPT NAME - RISK MANAGEMENT. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						

Estimated Pages					57,600	Sub Total	\$ 3,312.00
Sub Total - Risk Mgmt							

BROADWAY - CHARTER SCHOOLS	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
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Doc Type	CHARTER SCHOOLS - STUDENT FILES						
STUDENT FILES	7 Draw ers - 24 Inch	7	24	168	33,600	\$0.0575	\$ 1,932.00
	5 Draw ers - 15 Inch	4	15	60	12,000	\$0.0575	\$ 690.00
	5 SHELVES - 30 Inch	5	30	150	30,000	\$0.0575	\$ 1,725.00
Indexing	*BOX AND PACKING ESTIMATED - 26 BOXES FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - LAST NAME, FIRST NAME, STUDENT ID, DEPT NAME - CHARTER SCHOOL - STUDENT FILES. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						

Estimated Pages					75,600	Sub Total	\$ 4,347.00
Sub Total - Charter Schools							

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BROADWAY - GENERAL COUNSEL	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
Doc Type	GENERAL COUNSEL						
GC FILES	17 Boxes - 20 Inch	17	20	340	68,000	\$0.0575	\$ 3,910.00
	12 Boxes - 15 Inch	12	15	180	36,000	\$0.0575	\$ 2,070.00
Indexing	FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - FOLDER NAME OR BINDER DESCRIPTION, DEPT NAME - GENERAL COUNSEL. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						
Estimated Pages					104,000	Sub Total	\$ 5,980.00
Sub Total - General Counsel							

BROADWAY - BOARD OF EDUCATION	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
Doc Type	BOARD OF EDUCATION						
BOE FILES	12 Boxes - 18 Inch	12	18	216	43,200	\$0.0575	\$ 2,484.00
Indexing	FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - FOLDER NAME OR BINDER DESCRIPTION, DEPT NAME - BOARD OF EDUCATION. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						
Estimated Pages					43,200	Sub Total	\$ 2,484.00
Sub Total - BOE							

BROADWAY GARAGE - BUSINESS OFFICE	DESCRIPTION	DRAWER/ BOXES	INCHES	TOTAL INCHES	ESTIMATED PAGE COUNT	UNIT PRICE	PRICING
Doc Type	BUSINESS OFFICE - ARCHIVE GARAGE						
BUSINESS OFFICE	90 Boxes - 15 Inch	90	15	1350	270,000	\$0.0575	\$ 15,525.00
ACCOUNTING , AP, VENDOR FILES, ETC	150 Boxes - 15 Inch	125	28	3500	700,000	\$0.0575	\$ 40,250.00
Indexing	FOLDER DESCRIPTION, DOC TYPE, ETC. Good condition, Multi Colors, 8.5 x 14 Size paper, Double Sided, Staples, Brackets, PDF Format, OCR, Black & White, 300 DPI. *INDEXING - FOLDER DESCRIPTION, VENDOR NAME, YEAR, DEPT NAME - BUSINESS OFFICE. CLIENT WILL PROVIDE DATABASE FOR INDEXING, QUALITY CONTROL AND MANIFEST CREATION.						
Estimated Pages					970,000	Sub Total	\$ 55,775.00
Sub Total - BUSINESS OFFICE							

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AUDIO CASSETTE TAPES	DESCRIPTION	DRAWER/BOXES	TOTAL PER DRAWER	ESTIMATED CASSETTE COUNT	UNIT PRICE	PRICING
Doc Type	CASSETTE TAPES					
	6 Draw ers - 140 Cassettes per draw er	6	140	840	\$19.95	\$ 16,758.00
Estimated Pages Sub Total				840 Sub Total	\$	16,758.00

MISC TASKS	DESCRIPTION	Estimated Counts	UNIT PRICE	PRICING
MISCELLANEOUS		<i>*based on estimates</i>		
DOCUMENT SEARCH REQUESTS	<i>*REQUESTS</i>	400	\$18	\$ 7,200.00
ADVANCED PREP - MANIFESTING	<i>*HOURS</i>	1,529	\$23	\$ 35,167.00
BOXING PACKING & LABELING	<i>*BOXES</i>	2,533	\$7	\$ 17,731.00
<i>*Counts above are estimates</i>			Sub Total	\$ 60,098.00

Estimated Pages -		8,619,200	Total	\$ 570,660
				\$ 70,000
GRAND TOTAL BASED ON ESTIMATES			Total	\$ 640,660

May 3rd, 2022 - Confidential Document Analysis intended for Oakland Unified School District.
 ViaTRON Systems Inc - prepared by Ernst Gangnes

EXHIBIT B - HOURLY RATES – OPTIONS FOR ADVANCED SERVICES & BOXING, PACKING & MANIFEST

VIATRON SYSTEMS PRICE SHEET - ADVANCED OPTIONS

Description	Unit	Price
<u>Basic Scanning - Document Conversion</u>		
Scanning Letter and Legal Size	Image	\$0.0575
Scanning Large Format Drawings - Good condition	Image	\$0.790
Scanning Large Format Drawings - Old or Torn	Image	\$1.190
<u>MicroFilm Conversion (Rolls)</u>		
MicroFilm Conversion 16 MM* includes Title Indexing - Roll Description	Image	\$0.024
<u>MicroFiche Conversion (Sheets)</u>		
MicroFiche Conversion 16 MM * includes Title Indexing - Sheet Description	Image	\$0.024
MicroFiche COM	Image	\$0.024
<u>Advanced Options</u>		
Advanced Technical support - Scribble Upload	Hourly	\$60.00
Advanced Document Preparation	Hourly	\$23.00
Advanced Document Preparation 2	Image	\$0.01
Special Handling - Document repair	Image	\$0.01
Advanced Scanning	Image	\$0.01
Advanced Indexing	Image	\$0.01
Advanced Quality Control	Image	\$0.01
Scanning in Color or Greyscale - Letter Size	Image	\$0.01
Scanning in Color or Greyscale - Large Format	Image	\$0.10
<u>Miscellaneous</u>		
Document Search Requests - 25 Free	Per Request	\$18.00
Advanced prep - Manifesting	Per Hour	\$23.00
Pick up - Freight - Under 100 Boxes	Per Trip	\$300.00
Banker Boxing, Packing Services & Labeling services	Per Box	\$7.00
Document Shredding Service (15 in Box)	Per Box	\$0.00
Full Text OCR	Image	\$0.01
Audio Cassette Tapes	Tape	\$19.95
Flatbed Scanning	Per Page	\$0.65
Storage free 6 months	Per Box	\$0.50

Prepared by Ernst Gangnes - ViaTRON Systems - 5-3-2022 - Confidential Use for Oakland USD

EXHIBIT B - HOURLY RATES – OPTION FOR VIATRON DOCUMENT MANAGEMENT SOFTWARE AND CLOUD HOSTING

**VIATRON DOCUMENT MANAGEMENT SOFTWARE
ViaTRON Xtender on Premise & Cloud Offering**

Description	Unit	Price
SOFTWARE		One Time Charge
10 User ViaTRON Xtender - 2 (5 CC User Pack)	One time purchase	\$15,750
AppXtender xPlore Full Text OCR - 2 (5CC User Pack)	One time purchase	\$3,150
AppXtender xPlore Full Text Server	One time purchase	\$4,200
	TOTAL	\$23,100

ANNUAL SUPPORT - MAINTENANCE		Yearly Support
10 User ViaTRON Xtender - Annual Maintenance	Yearly Charge	\$3,622.50
AppXtender xPlore Full Text OCR - Annual Maintenance	Yearly Charge	\$726
AppXtender xPlore Full Text Server - Annual Support	Yearly Charge	\$966
Helpdesk Support Hours - 20 Hours	Yearly Charge	\$2,400
	TOTAL	\$7,714.50

OPTIONAL - CLOUD HOSTING - 1350 GB		Yearly Support
Data Subscription Plan - 300GB - \$300 per month or \$3,600 a Year. (Included is 300 GB of storage).	\$ 300	\$ 3,600
**Additional storage above 300GB is \$2.00 per GB Per Month. Extra 1,015 GB of storage - 1,350 total	\$ 2,030	\$ 24,360
	TOTAL	\$27,960.00

GRAND TOTAL SOFTWARE \$58,774.50

Prepared by Ernst Gangnes - ViaTRON Systems - 5-3-2022 - Confidential Use for Oakland USD

There are a total of 8,619,200 Pages which equal = 1,240 GB. In addition, there are 840 Cassette Tapes = 75 GB. Grand Total GB for Cloud Hosting is 1,315 GB or 1.3 TB of Data for Cloud Storage. ViaTRON includes a dedicated Server for Oakland USD.

ApplicationXtender is a state-of-the-Art Enterprise Content Management Solution powered by OpenText. See datasheet below.

IMAGING SOLUTION BROCHURE – OPENTEXT APPLICATIONXTENDER

opentext™

Solution overview

OpenText ApplicationXtender

A single, integrated content services platform to help organizations quickly and easily manage content from capture to use in lead applications



Robust capture capabilities, including keyword extraction and automated metadata, with no need for additional modules



Flexible mechanism to connect content to the applications in which users work



Easy metadata management with documents linked to existing metadata libraries



Process-focused organization designed to mirror how users work

OpenText™ ApplicationXtender has all the components to support an organization's content management needs. Combining a document repository with a full workflow engine and a full forms manager, ApplicationXtender gives organizations a way to approve everything from purchases to contracts without additional systems.

ApplicationXtender is a low-touch system requiring minimal IT overhead. For users who live in Financial, Human Resources or Electronic Medical Records systems, it can provide a never-seen, back-end service that simplifies their work day. The REST services allow for full two-way connection between system of interaction and the content service.

For smaller organizations, ApplicationXtender provides a single solution for content management, business process management and forms automation. The user interface shows users only what they need to see and allows them to quickly get back to in-progress tasks. They can also kick off approval or notify users that tasks are ready from a single interface.

Capture documents from any source

Whether it is an image from a file folder, a newly scanned invoice or coming directly from a Microsoft® Office product, ApplicationXtender provides multiple ways to ensure that all content brought into the organization is connected to the right business process. In addition to integrated web scanning, ApplicationXtender has a connector for Office Online Server (OOS) to directly edit and save Office documents.

opentext

ApplicationXtender's ability to fit into a variety of processes and use cases makes it a unique product in the mid-market content services space. The inclusion of a full BPM engine and forms manager, in addition to a network of connectors to OpenText products, provides even more value to customers.

For organizations looking to leave paper behind, the Office Workflow Manager has a complete forms automation package for building, managing and storing information, without having to scan PDF forms.

Put content to work

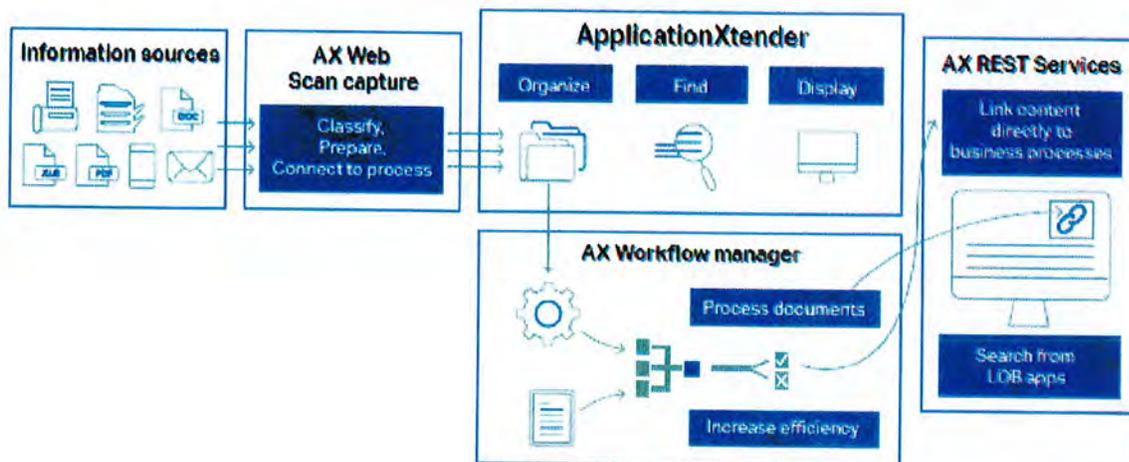
ApplicationXtender extends the reach of content into an organization's core systems. The web services, connectors and REST services ensure that users can access information both in the system or in a document by simply clicking on a link. ApplicationXtender uses standard REST service packages and web service languages so that content can be connected to any system.

Easy metadata management

ApplicationXtender makes it straightforward to define documents so they can be properly stored and found by users. In addition to a full-text search of the extracted text from the integrated capture, users can design their own metadata lists that can be automatically filled based on completing a single drop-down linking metadata fields. For organizations with metadata databases, ApplicationXtender has a full range of database compatibilities for connecting to existing libraries, whether it is a purchase order list from the ERP, an ICD-10 code or a list of employees, and can ensure that the documents are linked to the appropriate business processes and compliance fields. For organizations with complicated metadata terms, ApplicationXtender has type-ahead for long lists that allows users to choose the right term, no matter how technical the word or phrase requirements.

Process-focused organization of documents

Unlike many Content Services platforms, which are designed to mirror departments, ApplicationXtender is designed to mirror processes. From the granular permissions to the document-level security, ApplicationXtender provides a platform for getting work done. The granular search and saved search options that auto-update with new related documents enables users with a single method to track documents across all of the processes they work in during the day. The robust rendering engine provides a quick view of multiple pages so that users can look through large documents before opening the whole document to make sure it is the right one for their next task. Designed to mirror how users work, document folders can be based on a business process and not tied to departmental structures.



BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2022

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 an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Independent Group Agency 21700 Oxnard Street Suite 1045 Woodland Hills, CA 91367	CONTACT NAME: Fred Dabiri	PHONE (A/C, No, Ext): (818) 380-1391	FAX (A/C, No): (818) 290-7497
	E-MAIL ADDRESS: fdabiri@igainsurance.com		
INSURED Viatron Systems, Inc. 18233 S Hoover Street Gardena, CA 90248	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, Limited		
	INSURER B: California Automobile Insurance Company		
	INSURER C: Hartford Fire Insurance Company		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL2251717264 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	57 SBA AV3417	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000015173	05/26/2022	05/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			57 SBA AV3417	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	ERRORS & OMISSIONS LIABILITY (PROFESSIONAL LIABILITY)			72 TE 0294256-22	01/25/2022	01/25/2023	EACH CLAIM 1,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder has been named as additional insured as respect to the General Liability, per attached form # SS00080405. Waiver of Subrogation and Primary & Non-Contributory apply as well.

CERTIFICATE HOLDER

Oakland Unified School District - Warehouse
900 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

BUSINESS LIABILITY COVERAGE FORM

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

- WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:
- a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Central Office 1000 Broadway Digitalization Project	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Viatron Systems, Inc.	Agency's Contact	Ernst Gangnes				
OUSD Vendor ID #	007248	Title	President				
Street Address	18233 Hoover Street	City	Gardena	State	CA	Zip	90248
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22105						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	6-30-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-26-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$640,660.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0000 9870	Fund 01	010-0000-0-9870-8200-5825-918-9180-9000-9999-22105	5825	\$440,600.00
9655 9870	Fund 21, Measure Y	210-9655-0-9870-8200-5825-918-9180-9906-9999-22105	5825	\$200,000.00

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 Planning and Management			
	Signature	Date Approved	6-23-22	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	6/23/22	
	Lozano Smith, approved as to form			
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	6-23-22	
	Chief Financial Officer			
4.	Signature			
	Date Approved			
5.	President, Board of Education			
	Signature			
	Date Approved			