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Introduction Date	3/25/2015
Enactment Number	15-0360
Enactment Date	3/25/15



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Mia Settles-Tidwell, Chief Operations Officer  
John Krull, IT Officer, Technology Services

**Board Meeting Date** March 25, 2015

**Subject** E-Rate Application and Contracts - Fiscal Year 2015-2016 (Conditional) (Year 18)

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### Action Requested

Approval by the Board of Education of Resolution No. 1415-1093 - Approving Fiscal Year 2015-2016 E-Rate Application and Conditional Award of Bids, Agreements for Services and/or Work, which are eligible for E-Rate and CTF discounts of 80%-90%, as follows:

- Digital Design to provide Equipment Installation for the period of July 1, 2015-June 30, 2016 for an amount not to exceed \$2,518,880.00 and authorization for the Superintendent of Schools or designee to submit E-Rate Year 18 application to Federal Schools and Libraries Division of the Universal Service Administrative Company seeking \$2,400,000 in E-Rate Year 18 funding and that said contracts, agreements stated herein are conditionally approved, subject to form and content approval by General Counsel, District's receipt of E-Rate Year 18 funding and appropriation of \$600,000 in District's match funding, as specified herein, by the Board of Education in the Fiscal Year 2015-2016 District Budget.

### Background

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access.

The SDL Program supports connectivity-the conduit or pipeline for communications using telecommunications services and/or the Internet-under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries.



To complete a network for the entire district, the District is currently upgrading its Local Area Network (LAN) at the rest of its sites. Phase 1, approved January 10, 2015 is currently underway and includes the cabling installation and wireless network hardware procurement and installation necessary to support wireless connectivity in every teaching, learning, and administrative space at 54 district PreK-12 schools and 23 Child Development Centers.

The next phase, Phase 2, presented in this item, will bolster LAN infrastructure to make the Phase 1 even more similar to the first project of 44 schools completed in August 2014. Work is phased to match E-rate funding and Measure J allotments and scheduled draws.

## Discussion

This project, Phase 2, is necessary to meet the goals of the June 2014 Board-approved Technology Plan (See: <http://www.ousd.k12.ca.us/technologyplan>). The wireless network for these sites, Phase 1, approved January 10, 2015 needs the requisite network switching appliances “switches” to more fully provide an equitable, supportable, standardized environment to support teaching and learning for all students. The switches will better connect the student, teacher, and staff devices to the upgraded wide area network (WAN) and internet connections.

Following District facilities procurement processes and local business utilization guidelines, administration released a Request for Qualifications and Proposals (RFQP) on February 2, 2015 and received responses by the March 3, 2015 deadline. After reviewing responses, and following a reasonable time for review and response to bid protests, if any, the District selected one of the Firms—but reserved the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in the RFQP. The Firm(s) selected was based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record success for these type of Services. A “best value” method of selection was utilized. The “best value” method evaluates the selection criteria listed below based the designated relative weight given to each criteria as a percentage of the RFQP’s total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Cost/Pricing	40
Proposed Equipment and/or Services	30
Ability to meet schedule	15
Technical expertise	10
Prior relevant experience	5



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

<b>Recommendation</b>	Approval by the Board of Education of Resolution No. 1415-1093 - Approving Fiscal Year 2015-2016 E-Rate Application and Conditional Award of Bids, Agreements for Services and/or Work, which are eligible for E-Rate and CTF discounts of 80%-90%, as follows: •Digital Design Corporation to provide Equipment Installation for the period of July 1, 2015-June 30, 2016 for an amount not to exceed \$2,518,880.00 and authorization for the Superintendent of Schools or designee to submit E-Rate Year 18 application to Federal Schools and Libraries Division of the Universal Service Administrative Company seeking \$2,400,000 in E-Rate Year 18 funding and that said contracts, agreements stated herein are conditionally approved, subject to form and content approval by General Counsel, District's receipt of E-Rate Year 18 funding and appropriation of \$600,000 in District's match funding, as specified herein, by the Board of Education in the Fiscal Year 2015-2016 District Budget.
<b>Fiscal Impact</b>	Up to \$600,000 using Measure J funds allocated to Technology Services / Common Core
<b>Attachments</b>	Resolution No. 1415-1093 Request for Qualifications/Proposals - Technology Equipment and/or Services 14-15/1 Attachment A - Form of Independent Contractor Agreement To Provide Technology Equipment and/or Services Attachment B - Local Businesses Participation Worksheet Attachment C - Acknowledgement to Addenda Attachment D - E-Rate Certification Attachment E - Local Business Participation Worksheet Attachment F - Pricing Template

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1415-1093**

**APPROVING E-RATE APPLICATION, CONDITIONAL AWARD OF BIDS, AND  
AGREEMENTS FOR SERVICES AND/OR WORK  
(Eligible for E-Rate and CTF Discounts of 80%-90%)**

**WHEREAS**, the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access; and

**WHEREAS**, the Schools and Libraries Program supports connectivity—the conduit or pipeline for communications using telecommunications services and/or the Internet—under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries; and

**WHEREAS**, the District is required at the time of application to SLD to designate matching funds, if required, and to identify vendors selected by competitive bids and/or Requests for Proposals (RFP) who will assist the District in the implementation of services and/or projects to be funded by E-Rate; and

**WHEREAS**, the District is currently conducting Phase 1 services, approved January 10, 2015, which include the cabling installation and wireless network hardware procurement and installation necessary to support wireless connectivity in every teaching, learning, and administrative space at 54 District PreK-12 schools and 23 Child Development Centers; and

**WHEREAS**, the District is eligible to file an E-Rate application with SLD for funding for Phase 2 for LAN Network Upgrades pursuant to applicable eligibility standards and criteria; and

**WHEREAS**, the Superintendent of Schools, in a Board Memorandum, dated March 25, 2015, recommends the approval of said application for the reasons stated in the memorandum, and delineates how funds, if granted, will be used, which is incorporated herein by reference as thoughtfully set forth;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education, based upon said recommendation, hereby authorizes the Superintendent of Schools or designee to file the District's E-Rate Application – FCC Form 470 with the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) seeking approximately \$2,400,000 in E-Rate Funds for Fiscal Year 2015-2016; and

**BE IT FURTHER RESOLVED** that the Board hereby authorizes and appropriates District matching funds and necessary services and software costs of up to \$600,000, to be incorporated in the Fiscal Year 2015-2016 Budget and distributed to and taken from the following accounts, as may be required: \$503,776.00 to be taken from the E-Rate account, No. 9869905801 (or successor account); and

**BE IT FURTHER RESOLVED** that the Board hereby conditionally approves the Award of Bids and Agreements for Phase 2 services as listed in the table below and to the following vendor(s): [*COMPLETE THE FOLLOWING INFO AND CHART AS APPROPRIATE FOR EACH VENDOR'S BID AWARDED*] Digital Design



Corporation for Equipment Installation services identified in their response to RFP for a cumulative amount not-to-exceed \$2,518,880.00 over 2 (2015-2016) years.

Description	Vendor	Estimated Pre-Discounted Annual Cost	Estimated District Cost
Equipment Installation	Digital Design Corporation	\$2,518,880.00	\$ 503,776.00

Each Award and Agreement stated herein is **subject to or limited to the amount of funds approved and awarded to the District by SLD**, if any, for the purpose(s) of the awarded Bid(s) and subject to appropriation of said funds, in whole or in part, by the Board; and

**BE IT FURTHER RESOLVED** that the Board further authorizes acceptance and execution of the Grant Agreement, and any amendments thereto, with SLD for Fiscal Year 2015-2016 and Agreements or Amendments with the vendor(s) named herein by the President and Secretary of the Board, with each and all documents referenced herein subject to form and content approval by General Counsel.

**APPROVED, PASSED, AND ADOPTED** by the Governing Board of the Oakland Unified School District on this 25<sup>th</sup> day of March, 2015, by the following vote:

AYES: Roseann Torres, Nina Senn, Jumoke Hinton Hodge, Shanthi Gonzales, Vice President Jody London, President James Harris

NOES: None

ABSENT: None

ABSTAIN: Aimee Eng

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on March 25, 2015.

File ID Number: 15-0502  
 Introduction Date: 3/25/15  
 Enactment Number: 15-0360  
 Enactment Date: 3/25/15  
 By: [Signature]

[Signature]  
 Antwan Wilson  
 Secretary

**OAKLAND UNIFIED SCHOOL DISTRICT  
Information Technology Services  
McClymonds High School Room 124  
Oakland, CA 94607**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR  
TECHNOLOGY EQUIPMENT AND/OR SERVICES  
No. 14-15/11**

The Oakland Unified School District ("District") requests qualified firms, partnerships, corporations, associations, persons, or professional organizations ("Firm" or "Firms") to submit their qualifications for and proposal to provide services to the District for the following project ("Project"):

**LAN network upgrade at forty-nine (49) District PK-12 school sites ("Sites"), as set forth in Attachment "A."**

**E-Rate Requirements.** A portion of this Project is contingent on the approval of funding from the Universal Service Fund's Schools and Libraries Program, known as E-Rate. The District, in its sole discretion, may or may not proceed with the Project, in whole or in part, with or without E-Rate approval.

Firms are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

**Submission of Proposals.** Interested Firms should hand deliver three (3) original, hardcopies of its Proposal and one (1) copy in electronic format on a CD to:

OAKLAND UNIFIED SCHOOL DISTRICT  
Information Technology Services  
McClymonds High School, Rm. 124  
2607 Myrtle Street  
Oakland, CA 94607  
ATTN: John Krull, Information Technology Officer

**All Proposals are due by 4:00 p.m. on March 3, 2015.** Faxed or electronically transmitted Proposals will not be accepted. Proposals will be opened immediately after they are due. Late Proposals will not be accepted.

Questions regarding this Request for Qualifications and Proposals ("RFQP") must be received in writing to Rick Del Valle at [rick.delvalle@yahoo.com](mailto:rick.delvalle@yahoo.com) **by 4:00 p.m. on February 20, 2015.** Responses will be sent directly to the questioner and posted on the District's website.

**Voluntary Pre-Proposal Meeting.** A voluntary pre-proposal meeting ("Voluntary Meeting") will be held **at 9:00 a.m. on February 12, 2015**, at the Information Technology Services office, located at 2607 Myrtle Street Room 124, Oakland, CA 94607. All participants are required to sign in at the Information Technology Services offices. The Site is expected to take approximately six (6) hours. The Voluntary Meeting will take place at the following Sites:



- Fruitvale Elementary School, located at 3200 Boston Avenue, Oakland, CA 94602.
- Montera Middle School, located at 5555 Ascot Drive, Oakland, CA 94611.
- Skyline High School, located at 12250 Skyline Boulevard, Oakland, CA 94619.

**Estimated Timeline of Events:**

E-Rate Form 470 Filing	February 3, 2015
First Publication Date of RFQP	February 3, 2015
Second Publication Date of RFQP	February 10, 2015
Voluntary Site Visit Date	February 12, 2015
Last Day to Submit Questions	February 20, 2015
Proposal Submittal Date	March 3, 2015
Anticipated Notification of Selected Firm	March 6, 2015
Anticipated Intent to Award	March 25, 2015
E-Rate Form 471 Filling	March 25, 2015
Anticipated Intent to Proceed	June 1, 2015

This RFQP is not a formal request for bids, or an offer by the District to contract with Firms responding to this RFQP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQP as necessary. All materials submitted to the District in response to this RFQP shall remain the property of the District. The District shall not be responsible for the costs of preparing any Proposal in response to the RFQP. The District reserves the right to waive any irregularities or informalities in any Proposal.

**Award of Contract.** The contract for the Project, if awarded, will only be by action of the District’s Governing Board to the Firm that meets the qualifications established by this RFQP. No Firm may withdraw its Proposal for a period of ninety (90) days after the award of the contract for the Project. During this time, Firm shall guarantee the prices quoted in its Proposal.

## PROPOSAL CONTENTS

### 1. General Information/Instruction for Statement of Qualifications and Proposals.

- 1.1. The District invites qualified Firms to submit a Statement of Qualifications and Proposal (together, "Proposal" or "Proposals") related to its ability to provide the Services as indicated herein.
- 1.2. **Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** The selected Firm shall be required to comply with the District's S/SL/SLRBE Policy. A copy of the District's S/SL/SLRBE Policy can be obtained on the District website at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us) under the Facilities Department drop down menu, Bids and Requests for Proposals. The selected Firm shall, at a minimum, meet the fifty percent (50%) participation requirement.
- 1.3. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO. Selected Firm must comply with the PLA for any portion of the Project subject to the PLA.
- 1.4. **E-Rate Compliance.** Firms must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program. Firms shall provide all necessary E-Rate and contracting credentials necessary pursuant to E-Rate procurement requirements located at: <http://www.usac.org/sp/>.
  - 1.4.1. Firms shall be and remain in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This Project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the Project at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements, and other program rules are available from the SLD by calling the SLD of the Universal Service Administrative Company at (888) 203-8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).
- 1.5. **Performance & Payment Bond.** The selected Firm shall be required to furnish a 100% Performance Bond and a 100% Payment Bond, if it is awarded the contract for the Project. In addition, the selected Firm and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages.
- 1.6. **DVBE.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the selected Firm must submit certification of compliance with the procedures for implementation of DVBE contracting goals



with its signed Agreement. Firms should not submit these forms with their Proposal.

## **2. Description of Services.**

- 2.1.** The District intends to procure Services as described in the form of *Independent Contractor Agreement to Provide Technology Equipment and Services*, attached hereto as **Attachment "A,"** including without limitation the services ("Services") described in **Exhibit "A" of Attachment "A."**
- 2.2.** Generally, the District seeks qualified Firms to provide a hardware upgrade, by providing network hardware equipment, installation, and performing configurations necessary to support network connectivity in every wiring closet (MDF and IDF) at the Sites, which consist of forty-nine (49) District PK-12 schools, as set forth in **Exhibit "B" of Attachment "A"**. Accordingly, the District requires the following without limitation:
  - 2.2.1.** Thirty (30) Cisco ME 3600X-24FS-M with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports (or equivalent);
  - 2.2.2.** Sixteen (16) Cisco ME 3600X-24FS-M with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports with 10 Gb license (or equivalent);
  - 2.2.3.** Three hundred nine (309) Catalyst 2960-X 48 GigE PoE 740W 2 x 10G SFP+ LAN Base switches), FlexStack Plus Stacking Module and interconnect cables (or equivalent);
  - 2.2.4.** Eighty-eight (88) Catalyst 2960-X 24 GigE PoE 740W 2 x 10G SFP+ LAN Base switches, FlexStack Plus Stacking Module and interconnect cables (or equivalent);
  - 2.2.5.** Forty-six (46) APC Smart-UPS X 2200VA Rack LCD 100-127V, with APC Smart-UPS 1000VA LCD RM 2U 120V, with network card (or equivalent);
  - 2.2.6.** Two hundred thirty (230) line conditioners for each MDF and IDF Tripp Lite ISOBAR12ULTRA with protected switch and 12 outlets;
  - 2.2.7.** Two hundred two (202) 10G SFPs and two hundred forty-two (242) 1G SFPs;
  - 2.2.8.** Demolition of replaced switches and removal of all UPS (IDFs will only have line conditioners moving forward); and
  - 2.2.9.** Replacement of all cable management and patch cables, which connect to patch panels, in each MDF and IDF. Patch cables colors need to conform to District standards. Patch cables must be Category 6 rated with easy to disconnect snagless connectors. Tripp-lite N201 series or equivalent.

### **3. Content of Proposals.**

Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted as outlined below. Proposals shall be no longer than **thirty (30)** pages, 8½" x 11" format, inclusive of résumés, forms, and pictures, and tabbed according to the following numbering system:

- 3.1. Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and what will make the Firm qualified to provide the Services.
- 3.2. Table of Contents.** A table of contents of the material contained in the Proposal should follow the Letter of Interest.
- 3.3. Executive Summary.** The executive summary should contain an outline of Firm's approach to providing the Services, along with a brief summary of Firm's qualifications.
- 3.4. Firm Information.** Provide a comprehensive narrative of the Services offered by Firm. The narrative should include the following:
  - 3.4.1.** Provide a brief history of Firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
  - 3.4.2.** Describe Firm's philosophy and how Firm intends to work with District administration officials to perform the Services.
  - 3.4.3.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services.
  - 3.4.4.** Provide a statement of Firm's financial resources and insurance coverage. Include a certification of correctness of Firm's statement of financial resources.
  - 3.4.5.** Provide a statement of ALL claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). If no qualified claims exist, provide a statement to this extent.
  - 3.4.6.** Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10).



**3.4.7.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.

**3.4.8.** Identify Firm's Service Provider Identification Number (SPIN) as issued by USAC. Firm must include a copy of its completed Service Provider Annual Certification Form with its Proposal.

**3.5. Prior Relevant Experience.**

**3.5.1.** Provide a list of **ALL** K-12 and Community College Districts for which Firm has provided the same or similar Services to in the past five (5) years. Limit your response to no more than the ten (10) most recent districts. Include the name(s) of the district(s), a description of services provided and the name of the contact person and telephone number at each district. Also, indicate the Firm's personnel that performed services for each district.

**3.5.2.** List other public entities that the Firm would like the District to consider in its evaluation. Include the name(s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm's personnel that performed services for each entity.

**3.5.3.** List any private entities that the Firm would like the District to consider in its evaluation. Limit your responses to three (3) of the most recent entities. Include the (s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm's personnel that performed services for each entity.

**3.6. Statement of Services.** Prepare a detailed Statement of Services that Firm is submitting in its Proposal.

**3.7. Compensation.** Provide Firm's proposed fee for performance of the Services as identified below:

**3.7.1. Equipment Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.

**3.7.2. Installation Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.

**3.7.3. Shipping Costs.** Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the E-Rate Program.

**3.7.4. Taxes.** The District is subject to the State of California Sales and Use Tax. Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State, and Local taxes. Identify each item as eligible or ineligible for funding under the

E-Rate Program.

**3.7.5. Professional Fees.** Provide a current fee schedule for the types of services that your Firm offers, include typical staffing expectations, professional fee schedules, and variations that the District could expect, if applicable.

**3.7.6. All Other Costs, Fees, Expenses, or Charges.** Identify each item as eligible or ineligible for funding under the E-Rate Program.

**3.8. Pricing Template.** In addition to the Compensation section, Firms must submit completed pricing templates online and include printed copy of template with Firm's Proposal. Template is located at the following link: <http://tinyurl.com/OUUSDclosets>.

**3.9. Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm providing the Services to the District.

**3.10. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Each Firm must submit a detailed explanation of Firm's proposed compliance with the District's L/SL/SLRBE policy. Accordingly, Firms must complete and submit the Local Business Participation Worksheet, attached hereto as **Attachment "B"**.

**3.11. Acknowledgement of Addendum.** Firms must sign and submit the Acknowledgement of Addenda form attached hereto as **Attachment "B"**.

**3.12. E-Rate Certification.** Firms must sign and submit the E-Rate Certification form attached hereto as **Attachment "C"**.

**3.13. Additional Information.** Provide any additional information, options, or features related to Firm's program or its Services that Firm believes the District will find helpful in the District's evaluation and selection process.

**3.14. Independent Contractor Agreement.** Provide Firm's proposed revisions, if any, to District's Form of Agreement, *Independent Contractor Agreement to Provide Technology Equipment and/or Services*, attached hereto as **Attachment "A"**. **PLEASE NOTE: The District may not consider any substantive or material changes to the Form of Agreement if the proposed changes are not submitted at or before this time.**

**4. Procurement Due Dates and Tentative Schedule of Firm Selection.**

First Publication Date of RFQP:	<b>February 3, 2015</b>
Second Publication Date of RFQP:	<b>February 10, 2015</b>
Voluntary Site Visit Date:	<b>February 12, 2015</b>
Questions Due Date:	<b>February 20, 2015</b>
Proposal Due Date:	<b>March 3, 2015</b>
Anticipated Notification of Selected Firm:	<b>March 6, 2015</b>
Anticipated Intent to Award:	<b>March 25, 2015</b>
Anticipated Intent to Proceed:	<b>June 1, 2015</b>



**5. District’s Evaluation / Selection Process.**

The District intends to select one of the Firms—but reserves the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in this RFQP. From the Firms that provide a Proposal to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval. The chosen Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these type of Services. A “best value” method of selection will be utilized. The “best value” method evaluates the selection criteria listed below based the designated relative weight given to each criteria as a percentage of the RFQP’s total points possible, where Cost/Pricing is given the greatest relative weight:

<b>Selection Criteria</b>	<b>Relative Weight (%)</b>
Cost/Pricing	40
Proposed Equipment and/or Services	30
Ability to Meet Schedules	15
Technical Expertise	10
Prior Relevant and E-Rate Experience	5

- 5.1.** The District reserves the right to contract with any Firm responding to this RFQP for all or portions of the above-described Services, to reject any proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQP.
- 5.2.** Responses to this RFQP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
- 5.3.** All information provided by Firm will be subject to verification.

**6. Protests.**

Any protest regarding this RFQP must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3<sup>rd</sup>)** business day following the date of notification by the District that a Firm has been selected following the evaluation / selection process.

- 6.1.** The protest must contain a complete statement of any and all bases for the protest.
- 6.2.** The protest must refer to the specific portions of all documents that form the bases for the protest.
- 6.3.** The protest must include the name, address, and telephone number of the person representing the protesting party.
- 6.4.** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to (i) all other parties with a direct financial interest that may be adversely affected by the outcome of the protest and (ii) all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 6.5.** The procedure and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim and legal proceedings.



**ATTACHMENT "A" TO RFQP**

**FORM OF**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
**TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES**

**OAKLAND UNIFIED SCHOOL DISTRICT**

**INDEPENDENT CONTRACTOR AGREEMENT**  
**TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, between the Oakland Unified School District ("District") and \_\_\_\_\_ ("Contractor") (referred to herein individually as "Party" and collectively as "Parties").

**WHEREAS**, the District is authorized by Section 20118.2 of the Public Contract Code to procurement of computers, software, telecommunications, equipment, microwave equipment, and other related electronic equipment and apparatus; and

**WHEREAS**, the District is in need of technology equipment and/or services, the procurement of which is allowable pursuant to Section 20118.2 of the Public Contract Code; and

**WHEREAS**, the Contractor warrants that it can provide and install the needed technology equipment and/or services;

**WHEREAS**, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Contractor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services generally consists of the following:
  - Hardware upgrade, by providing network hardware equipment, installation, and performing configurations necessary to support network connectivity in every wiring closet (MDF and IDF) at forty-nine (49) District PK-12 schools.
- 1.1. The Services shall be performed at the following project(s)/site(s) ("Project"):
  - See the List of District Sites, attached hereto as **Exhibit "B"** and incorporated herein by this reference (together "Project Sites" or "Sites" and individually "Site")
- 1.2. The Contractor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Contractor's Services at other Sites. The provisions of this Agreement shall apply to the Contractor's Services at each individual Site, without regard to the status of the remaining component(s).

2. **E-Rate Compliance.** Contractor shall be thoroughly familiar with any rules or regulations set forth by the E-Rate Program and shall comply with all applicable E-Rate contracting credentials and requirements for performance of the Services hereunder.
3. **Term.** The term of this Agreement shall be from \_\_\_\_\_, 20\_\_ until \_\_\_\_\_, 20\_\_ ("Contract Time"). Work shall be completed within the Contract Time. Contractor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time.
4. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- |              |  |
|--------------|--|
| <u>  X  </u> | Signed Agreement   |
| <u>  X  </u> | Workers' Compensation Certificate                              |
| <u>  X  </u> | Drug-Free Workplace Certification                              |
| <u>  X  </u> | Fingerprinting/Criminal Background Investigation Certification |
| <u>  X  </u> | Insurance Certificates and Endorsements                        |
| <u>  X  </u> | W-9 Form   |
| <u>  X  </u> | Performance Bond   |
| <u>  X  </u> | Payment Bond   |

5. **Compensation.** District agrees to pay the Contractor for Work satisfactorily rendered pursuant to this Agreement a total fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Contract Price"). District shall pay Contractor according to the following terms and conditions:
  - 5.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
  - 5.2. Contractor shall prepare a separate invoice for each Site, if Contractor works at more than one (1) Site. The itemized invoice shall reflect the hours spent by the Contractor in performing its Services pursuant to this Agreement.
  - 5.3. Contractor's invoicing shall conform to all E-Rate guidelines for the billing of discounts to the Schools and Libraries Division of the Universal Service Corporation ("SLD"). A current Service Provider Annual Certification ("SPAC") form must be on file with USAC for the funding year 2015-2016 and for the subsequent years throughout the term of the Agreement.
  - 5.4. Contractor's invoices shall be in Service Provider Invoice ("SPI") form: Contractor shall only invoice the District for the non-discounted portion of the Work after the E-rate discount is applied. Contractor will then invoice the SLD for the E-rate discounted portion.



6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 6.1. Not applicable.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees.
8. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Contractor shall comply with the District's L/SL/SLRBE Policy. A copy of the District's L/SL/SLRBE Policy can be obtained on the District website at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us) under the Facilities Department drop down menu, Bids and Requests for Proposals. The selected Firm shall, at a minimum, comply with the fifty percent (50%) participation requirement.
9. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO. Selected Firm must comply with the PLA for any portion of the Project subject to the PLA.
10. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the coordination or management of other work related to the Project.
11. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
  - 11.1. Not applicable.
12. **Performance of Services.**
  - 12.1. **Notice(s) To Proceed.** Contractor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project.
  - 12.2. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
  - 12.3. **Meetings.** Contractor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of



Services, installation of equipment, and any other issues deemed relevant to the operation of Contractor's performance of Services.

- 12.4. **Scheduling of Work.** This Work will have to proceed with a definite sequence of operations to minimize outages and to continue operation of District facilities.
- 12.5. **Cooperation and Coordination.** Adjacent areas will be in continuous use during the Project, Contractor shall be solely responsible for instituting and maintaining safe working conditions for the Project. Contractor shall maintain noise, dust, and other nuisance control measures as effectively as possible. Contractor shall cooperate and coordinate with the District and the Project Manager in performing Services in place at a time when the space required by this Work is accessible.
- 12.6. **Inspection.** The Contractor shall cooperate with the District and Project Manager and shall provide assistance at all times for inspection of the Work performed under this Agreement. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The Contractor shall remove covers, operate devices, or perform any reasonable Work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the Work.
- 12.7. **Manufacturers' Direction.** Follow manufacturers' directions where these directions cover points not included on the drawings or in the specifications.
- 12.8. **Workmanship.** Contractor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this Work shall be repaired or replaced by the Contractor. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.
- 12.9. **Contractor's Supervision.** The Contractor shall personally, or through an authorized and competent representative, constantly supervise the Work from its beginning to its completion and acceptance. Contractor shall, as reasonably possible, have the same foreman and workers on the Project from its commencement to its completion. District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. All non-District personnel shall be identified either by an ID tag or uniform with a company logo when on any school Site.
- 12.10. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 12.11. **Lead-Based Paint.** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 12.12. **Workers.** Contractor shall at all times enforce strict discipline and good order



among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed on the Project without written consent from the District.

- 12.13. **Payment Bond and Performance Bond.** The Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent (100%) of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 12.14. **Examination of Site(s).** The Contractor shall be held to have visited the Project Sites and been satisfied as to the conditions under which the Work is to be performed. Contractor shall check existing conditions that may affect the Work. Where the Contractor retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in Contractor's behalf for any extra expense due to failure or neglect to discover conditions affecting the Work.
- 12.15. **Cleaning and Cleanup.** All Work shall be cleaned to remove all dust, dirt, grease, paint, or other marks. All equipment shall be left in a clean condition inside and out, satisfactory to the District. Contractor shall keep buildings and premises free from accumulated waste materials, rubbish, and debris resulting from performance of Services, and upon completion of the Work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from Work and legally disposed of off-Site.
- 12.16. **Interruption of Services.** Power and technology infrastructure services in existing buildings are to remain in operation and shall not be interrupted except by specific written approval by the District. If an "Interruption" is deemed necessary for the Work, the Interruption shall be scheduled with the District which may, at its option, have a representative present. Interruptions shall be scheduled "after hours" or on weekends when Interruptions would cause no disturbance to District functions. Any accidental Interruption as a result of performance of the Work shall, at the Contractor's expense, be restored immediately in a manner acceptable to the District.
13. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
14. **Equipment.** All equipment provided in performance of Contractor's Work must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment shall be acceptable.
15. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used



without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, 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 billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three years after final payment under the contract, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.
17. **Warranty/Quality.** Unless a longer warranty is included with the installed equipment, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
18. **Anti-Trust Claim.** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
19. **Confidential Records.** To the extent that this Agreement qualifies as a contract (1) to provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records, or (2) to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records for the purposes of AB 1584 (2014), the Parties agree as follows:
  - 19.1. **Ownership.** All pupil records/education records are Confidential Records, and to the extent that Confidential Records are disclosed by the District to Contractor, those Confidential Records shall remain the property of and subject to the control of the District. To the extent that Contractor possesses Confidential Information, it holds the Confidential Information in trust for the benefit of the District and shall comply with all lawful instructions from the District.



- 19.2. **Pupil Access.** Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content, if applicable, by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of the request.
- 19.3. **Contractor Personal Use Prohibited.** Contractor and its Personnel shall not use any Confidential Information for any purpose other than those required or specifically permitted by this Agreement.
- 19.4. **Correction of Information.** A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of a request.
- 19.5. **Ensuring Confidentiality.** Without limiting or narrowing any obligation to preserve confidentiality found elsewhere in this Agreement or applicable law, Contractor shall, at a minimum, take the following actions to ensure the security and confidentiality of Confidential Information: (1) Contractor shall regularly train its Personnel regarding their security and confidentiality obligations; (2) Contractor shall obligate its Personnel to effectuate and abide by the terms and standards of this Agreement; (3) Contractor shall comply with industry standards regarding information security; and (4) Contractor shall only permit trained and qualified personnel access to Confidential Information.
- 19.6. **Unauthorized Disclosure Notification.** In the event of an unauthorized disclosure of Confidential Information, the Contractor shall notify the District of the breach. Thereafter, District shall notify the affected parent, legal guardian, or eligible pupil in conformance with this Agreement.
- 19.7. **Non-Retention Certification.** Contractor certifies that, in accordance with this Agreement, Confidential Information shall not be retained or available to Contractor or Contractor's Personnel upon the completion of the Contractor's Services for the District for which the disclosure was authorized. This certification may be enforced by any lawful means, including, without limitation, through civil or administrative action.

## 20. Termination.

- 20.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.



20.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

20.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

20.3.1. material violation of this Agreement by the Contractor; or

20.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; or

20.3.4. any other cause authorized by applicable law.

The District shall provide Contractor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Contractor with three (3) days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else, upon the expiration of the three (3) days, this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the services pursuant to this Agreement, the Contractor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

20.4. Upon termination, Contractor shall provide the District with all documents produced, maintained, or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

21. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.



**22. Insurance.**

22.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

22.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

22.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

22.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

22.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

22.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been



mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

22.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

22.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

22.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

22.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current **A.M. Best’s rating of no less than A: VII**, unless otherwise acceptable to the District.

23. **Disputes.** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the progress of the Work, but will await determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104 et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

23.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.

23.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

23.3. Prior to Contractor’s initiation of any litigation or proceeding to recover any money damages under this Agreement, Contractor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

24. **Ownership of Any Existing Equipment.** Ownership of any equipment and materials presently existing at the Sites at the time of execution of this Agreement shall remain the property of the District even if it is replaced or its operation made unnecessary by Work performed by Contractor pursuant to this Agreement. If applicable, Contractor shall advise District in writing of all equipment and materials that will be replaced at the



Sites and District shall, within fourteen (14) days of Contractor's notice, designate in writing to Contractor which replaced equipment and materials that should not be disposed of off-Site by Contractor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Contractor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Contractor shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

## 25. Incidental Installation Work.

25.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.

25.2. **Compliance Monitoring and Enforcement by the Department of Industrial Relations.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

25.3. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Agreement. Contractor represents to the District that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

25.4. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor



Commissioner for the Project.

26. **Change in Scope of Work.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
27. **Submittals and Substitutions.** No substitutions shall be made to any materials, process, article, equipment or item, unless approved, in advance and in writing, by the District.
28. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
29. **Covenant against Contingent Fees.** The Contractor warrants that no person or selling agency was or has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the District shall have the right to, at its sole discretion:
- 29.1. Terminate this Agreement for cause; and/or
  - 29.2. Deduct or otherwise recover from the Agreement price the full amount of the commission, percentage, brokerage, or contingent fee Contractor paid.
30. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **Permits, Fees, and Inspections.** Contractor and all Contractor's employees or agents



shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

32. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds and Sites, particularly when children are present.
33. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
34. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
35. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor performing of any portion of the Services.
36. **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.
37. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 37.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 37.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
38. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District 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.
39. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.



40. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Oakland Unified School District  
Information Technology Services  
McClymonds High School Rm. 124  
2607 Myrtle Street,  
Oakland, CA 94607  
ATTN: John Krull

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

41. **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.

42. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

43. **Day(s).** Unless otherwise designated, day(s) means calendar day(s).

44. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

45. **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.

46. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
James Harris, President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Antwan Wilson, Superintendent and Secretary, Board of Education

\_\_\_\_\_  
Date

**[CONTRACTOR]**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jacqueline Minor, OUSD General Counsel

\_\_\_\_\_  
Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, COUNSEL verifies that it does appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

**Information regarding Contractor:**

Contractor: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State:

Limited Liability Company

Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social  
Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which 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 its employees.

I am aware of the provisions of Section 3700 of the Labor Code 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.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(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 District prior to performing any Work under this Contract.)

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from the Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.



I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel.

**[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).



**[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERFORMANCE BOND (100% of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the **Oakland Unified School District** ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's



obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:**

\_\_\_\_\_

\_\_\_\_\_

**Attention:** \_\_\_\_\_

**Telephone No.:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**Fax No.:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

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

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

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)**  
**(Note: Contractor must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the **Oakland Unified School District** (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

**NOW, THEREFORE**, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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



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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

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

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

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**Exhibit "A"**  
**Scope of Services**

**1. General**

- 1.1. Contractor certifies that it has the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.
- 1.2. Contractor warrants that the all products, equipment, and cabling are new, in their original box. The Contractor shall confirm that products, equipment, and cabling are from the Manufacturer, in accordance with all applicable laws and policies at the time of purchase.
- 1.3. Contractor shall provide District with a copy of the End User license agreement, and Contractor warrants that all Manufacturer software is licensed originally to District as the original licensee authorized to use the Manufacturer Software.
- 1.4. Manufacturer certified technician to configure all installed equipment to OUSD specification.

**2. LAN Hardware**

**2.1. General**

- 2.1.1. Provide a hardware upgrade, by providing network hardware equipment, installation, and performing configurations necessary to support network connectivity in every wiring closet (MDF and IDF) at 49 district PK-12 schools.
- 2.1.2. **Warranty.** One (1)-year warranty and equipment replacement required.

**2.2. High-Level Work Plan**

2.2.1. Schedule:

- Phase 1 includes Sites #1-10 in **Exhibit B**, Project Site List, "Priority Order" by July 10, 2015;
- Phase 2 includes Sites #11-30 in **Exhibit B**, Project Site List, "Priority Order" by August 10, 2015;
- Phase 3 includes entire Project completion by August 30, 2015.

- 2.2.2. Contractor shall remove identified existing switches, UPS's, and patch cables and document as specified by District.
- 2.2.3. Contractor shall configure, install, test, certify, and document all new switches, UPS, SFPs, and line conditioners at all Sites as specified by District.
- 2.2.4. Contractor shall patch new switches to existing patch panel with new, properly sized and colored manufactured CAT 6 patch cables in a professional manner as specified by District.



2.2.5. Contractor shall provide as-built diagrams for each IDF/MDF for sign off and include labeling on diagram and devices.

**2.3. MDF equipment installation.** Contractor shall do the following:

2.3.1. Install one (1) MetroEthernet Access switch, one (1) 48port PoE switch, one (1) UPS, two (2) SFPs and one (1) line conditioner in each designated MDF in existing rack.

2.3.2. Replace all cable management and patch cables, which connect to patch panels.

2.3.3. Patch cables must be Category 6 rated with easy to disconnect snagless connectors. Tripp-lite N201 series or equivalent.

2.3.4. Use fiber patch cables between fiber connections.

2.3.5. Use patch cable color as specified by OUSD.

2.3.6. Document and diagram switch installation.

2.3.7. Obtain installation approval and configuration by OUSD Technology Department.

**2.4. IDF equipment installation.** Contractor shall do the following:

2.4.1. Install three hundred nine (309) 48 port, eighty eight (88) 24 port PoE switches, two (2) SFPs, and one (1) line conditioner in each designated IDF in existing rack.

2.4.2. Replace all cable management and patch cables, which connect to patch panels.

2.4.3. Patch cables must be Category 6 rated with easy to disconnect snagless connectors. Tripp-lite N201 series or equivalent.

2.4.4. Use fiber patch cables between fiber connections.

2.4.5. Use patch cable color as specified by District.

2.4.6. Remove existing UPS and return to District Technology Department.

2.4.7. Document and diagram switch installation.

2.4.8. Obtain installation approval and configuration by District Technology Department.

**2.5. Technical Specifications**

2.5.1. **General.** Contractor shall install MetroEthernet Access Switches, 48port PoE switches, 24 port PoE switches, UPS with network cards, and line conditioners in identified network closets (MDF and IDF).

2.5.2. The District requires **thirty (30) Metro Ethernet Access Switches** - Cisco ME 3600X-24FS (fiber) , with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports model: ME-3600X-24FS-M (or equivalent) with the following features:

- **Ethernet Services**

- Ethernet Virtual Connections (EVCs) for:
  - QinQ
  - Selective QinQ
  - Inner and outer VLAN classification
  - EVC Push and Pop rewrite
  - EVC local Connect
- Layer 2 Protocol Tunneling (L2PT)
- Hierarchical VPLS (H-VPLS), Virtual Private LAN Services (VPLS), VPLS Border Gateway Protocol [BGP] Signaling
- Virtual Private Wire Service (VPWS), Ethernet over MPLS (EoMPLS), pseudowire redundancy
- VPLS over remote Loop Free Alternate ( LFA)
- Ethernet Data Plane loopback (Terminal and Facility)
- IEEE 802.1ad Provider Bridge

- **Layer 3 Services**

- Layer 3 Routing
- IPv4 Routing (Border Gateway Protocol [BGP], Intermediate System-to-Intermediate System [IS-IS], and Open Shortest Path First [OSPF]), Hot Standby Router Protocol (HSRP), Virtual Router Redundancy Protocol (VRRP)
- IPv6 Unicast Routing (Border Gateway Protocol [BGP], Intermediate System-to-Intermediate System [IS-IS], and Open Shortest Path First [OSPF])
- IPv6 Provider Edge (6PE)
- IPv6 VPN over MPLS (6VPE)
- MPLS
- Label Distribution Protocol (LDP), Targeted LDP (T-LDP), Resource Reservation Protocol (RSVP), Differentiated Services (DiffServ)-aware traffic engineering, MPLS L3VPN
- MPLS Traffic Engineering (including TE-FRR)
- MPLS TE on Bundle interfaces (Port Channels)
- Carrier Supporting Carrier (CsC) with BGP as CE-PE routing protocol
- BGP with label distribution (RFC3107)
- Border Gateway Protocol Prefix-Independent Convergence (BGP PIC) Edge for IP and MPLS
- Routed Pseudowire
- Integrated Routing and Bridging (IRB)
- Policy Based Routing (PBR)
- EIGRP

- **QoS**

- Up to 4000 egress queues per system
- Class-Based Weighted Fair Queuing (CBWFQ)
- Priority Queuing



- 2-rate 3-color (2R3C) ingress Policing, Egress Policing (1R2C) for LLQ
  - Egress shaping per port and per queue
  - Modular QoS CLI (MQC)
  - 3-level H-QoS
  - Classification based on Ethernet Flow Point (EFP)
  - Copy inner to outer CoS
  - IPV6 QoS
- **Security**
  - Authentication, authorization and accounting (AAA); TACACS+; Secure Shell (SSH) Protocol
  - Layer 2 ACLs
  - Layer 3 ACLs for IPv4 and IPv6
  - ACL on switchport, EVC and routed interfaces
  - DHCP Snooping with option 82
  - Dynamic Arp Inspection (DAI)
  - 802.1x Authenticator
- **Availability**
  - Resilient Ethernet Protocol (REP)
  - ITU-T G.8032 Ethernet Ring Protection Switching
  - IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
  - IEEE 802.1s Multiple Spanning Tree Protocol (MST)
  - Per-VLAN Rapid Spanning Tree (PVRST+)
  - MPLS TE Fast Reroute (FRR)
  - Flexlink
  - BFD for Static, ISIS, OSPF, BGP
  - BFD over Switched Virtual Interface (SVI)
- **Operations, Administration, and Maintenance (OAM)**
  - CFM (802.1ag)
  - Link OAM (802.3ah)
  - MPLS OAM
  - E-LMI (CE and PE)
  - Policy Based Routing (PBR)
- Includes one (1) year of 8X5XNext Business Day Replacement, meaning if District calls in to vendor and vendor determines there is a hardware failure, District will have a replacement the next day as long as the call was made during 8-5pm.

2.5.3. The District Requires **sixteen (16) Metro Ethernet Access Switches** - Cisco ME 3600X-24FS (fiber) model: ME-3600X-24FS-M, with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports (or equivalent) **with 10GE Upgrade License** and associated 1 year of 8X5X Next Business Day Replacement on the 10G with required specifications and features in 2.5.2 above.

2.5.4. The District Requires **three hundred nine (309) 48 port Power over Ethernet (PoE) switches with 2 10Gb** -Catalyst 2960-X 48 GigE PoE 740W 2 x 10G SFP+ LAN Base Switches model: WS-C2960X-48FPD-L with stacking module and cable (or equivalent) with the following features:

- Stackable data: minimum 8
- Stackable bandwidth: minimum 80 Gbs

- Memory/Flash: 512MB/128MB
- 2x10G Uplink with built in SPF
- PoE/PoE+ 740W minimum
- IPv6 ready
- Flexible 802.1x authentication
- Cross-stack QoS

2.5.5. The District Requires **eighty eight (88) 24 Port Power over Ethernet (PoE) switches with 2 10Gb** - Catalyst 2960-X 24 GigE PoE 370W 2 x 10G SFP+ LAN Base Switch model: WS-C2960X-24PD-L with stacking module and cable with same features as 2.5.4 (or equivalent).

2.5.6. The District requires **forty six (46) UPS with network cards** for each MDF - APC Smart-UPS X 2200VA Rack/Tower LCD 100-127V, (or equivalent) with the following features:

- Output Power Capacity 1980 Watts / 2200 VA
- Max Configurable Power 1980 Watts / 2200 VA
- Nominal Output Voltage 120V
- Output Voltage Distortion Less than 5%
- Output Frequency (sync to mains) 50/60Hz +/- 3 Hz
- Nominal Input Voltage 120V
- Input Frequency 50/60 Hz +/- 3 Hz (auto sensing)
- Input Connection NEMA L5-30P

2.5.7. The District requires **two hundred thirty (230) line conditioners** for each MDF and IDF - Tripp Lite ISOBAR12ULTRA with protected switch and 12 outlets (or equivalent) with the following features:

- 12 outlets (2 front, 10 rear)
- Extra-long 15-ft cord
- 3840 joule rating—more joules mean more protection!
- All-metal housing with diagnostic LEDs
- Isolated filter banks remove damaging line noise
- Switch safety cover prevents accidental shutoff

2.5.8. The District requires **two hundred two (202) 10G SFPs and two hundred forty two (242) 1G SPFs**

2.5.8.1. 10G SFPs as 10GBASE-SR SFP Module manufactured by switch vendor (or equivalent).

2.5.8.2. 1G SPFs as 1000Base-SX SFP transceiver module MMF 850nm DOM manufactured by switch vendor (or equivalent).

2.5.9. **Installation.**

2.5.9.1. Contractor shall install one Metro Ethernet Access switch per MDF as specified for total of 46.

2.5.9.2. Contractor shall install one UPS with network card per MDF.



- 2.5.9.3. Contractor shall install 48port PoE switches in designated MDF/IDF as specified.
- 2.5.9.4. Contractor shall install 24 port PoE switches in designated IDF as needed.
- 2.5.9.5. Contractor shall install SFPs in MDF and IDF as needed.
- 2.5.9.6. Contractor shall install line conditioners, one in each MDF and IDF.
- 2.5.9.7. Contractor shall remove UPS from each IDF as needed and return to OUSD Technology Department.
- 2.5.10. **Invasive Work and Work Schedules - Invasive work** (i.e., core and/or hammer drilling or work that is noisy, dusty, etc.) shall be conducted during off-business hours. Other work shall be coordinated with the OUSD Facilities Project Manager (e.g., to pull cables during off-hours), and these arrangements shall be determined by mutual agreement.
- 2.5.11. **Testing**
  - 2.5.11.1. Contractor shall install equipment to comply with District testing.
  - 2.5.11.2. **Testing and Reporting of Test Results.** Each Data drop installed shall be tested using a calibrated Fluke Series 4000 Tester or higher version in accordance with the latest EIA/TIA 568 standards, and the results recorded on a separate CD/DVD or electronically delivered for each building and provided to the District IT department contacts.
  - 2.5.11.3. The designated District IT department contact shall be notified prior to any testing so that the representative or designate may be present during the testing. If the circuit testing is conducted in the absence of the OUSD representative or designate, then District may request a retest with the District representative present at the tester's expense.
- 2.5.12. **As-Builts and Labeling**
  - 2.5.12.1. Upon completion of termination and testing, as-built documentation and diagrams of all MDF/IDF installations and shall be provided within seven work days for each major phase of work. The as-built drawings shall be provided in electronic format as well as hard copy format.
  - 2.5.12.2. **Labeling** – Each switch installed shall be labeled per the OUSD labeling scheme.

**Exhibit "B"**  
**List of Project School Sites**

**SEE ATTACHMENT**



**ATTACHMENT "B" TO RFQP**

**Local Business Participation Worksheet**

See Attachment

**Exhibit B Project Site List OUSD RFP No. 14-15/11**

Prioritized Order	OUSD Site Code	School	OUSD Campus name for COLO	Street	City	Zip	Phone	Grade	# MDF	# IDF	# Ports
50	101	Allendale Elementary incl CDC		3670 Penniman Avenue	Oakland	94619	(510) 535-2812	K-5	1	2	285
49	105	Burckhalter Elementary		3994 Burckhalter Ave	Oakland	94601	(510) 729-7700	K-5	1	1	229
48	106	Chabot Elementary		6686 Chabot Road	Oakland	94618	(510) 654-4884	K-5	1	5	313
47	107	East Oakland Pride Elementary		8000 Birch Street	Oakland	94621	(510) 636-8217	K-5	1	2	348
46	108	Cleveland Elementary		745 Cleveland Street	Oakland	94601	(510) 874-3600	K-5	1	3	222
45	111	Crocker Highlands Elementary		525 Midcrest Road	Oakland	94610	(510) 451-5900	K-5	1	1	222
44	114	Global Family		2035 40th Avenue	Oakland	94601	(510) 535-3862	K-5	1	6	383
43	116	Franklin Elementary		915 Foothill Boulevard	Oakland	94601	(510) 874-3354	K-5	1	5	404
42	117	Fruitvale Elementary		3200 Boston Avenue	Oakland	94601	(510) 535-2840	K-5	1	6	362
41	118	Garfield Elementary incl CDC		1640 22nd Avenue	Oakland	94601	(510) 535-2857	K-5	1	4	404
40	121	La Escuelita incl CDC		1050 2nd Avenue	Oakland	94601	(510) 874-7762	K-6	1	5	285
39	122	Grass Valley Elementary		4720 Dunkirk Avenue	Oakland	94601	(510) 636-4653	K-5	1	3	250
21	125	New Highland Academy	Highland	8521 A Street	Oakland	94621	(510) 729-7723	K-5	Shared with site 192		
38	127	Hillcrest Elementary		30 Marguerite Drive	Oakland	94618	(510) 654-6590	K-8	1	4	201
37	131	Laurel Elementary incl CDC		3750 Brown Avenue	Oakland	94619	(510) 531-6868	K-5	1	5	271
36	133	Lincoln Elementary		225 11th Street	Oakland	94601	(510) 874-3372	K-5	1	4	313
35	142	Joaquin Miller Elementary		5525 Ascot Drive	Oakland	94611	(510) 531-6688	K-5	1	2	243
34	143	Montclair Elementary		1757 Mountain Boulevard	Oakland	94611	(510) 339-6100	K-5	1	2	222
33	145	Peralta Elementary		460 63rd Street	Oakland	94609	(510) 654-7365	K-5	1	2	208
32	146	Piedmont Ave		4314 Piedmont Ave	Oakland	94611	(510) 654-7737	K-5	1	2	243
31	148	Redwood Heights Elementary		4401 39th Avenue	Oakland	94619	(510) 531-6644	K-5	1	1	257
30	151	Sequoia Elementary incl CDC		3730 Lincoln Avenue	Oakland	94601	(510) 531-6696	K-5	1	3	257
29	157	Thornhill Elementary		5880 Thornhill Drive	Oakland	94611	(510) 339-6800	K-5	1	1	243
28	166	Howard Elementary		8755 Fontaine Street	Oakland	94601	(510) 639-3244	K-5	1	2	264
27	168	Carl B. Munck Elementary incl		11900 Campus Drive	Oakland	94619	(510) 531-4900	K-5	1	2	222
26	170	Hoover Elementary		890 Brockhurst Street	Oakland	94608	(510) 879-1700	K-5	1	4	257
25	171	Kaiser Elementary		25 South Hill Court	Oakland	94618	(510) 549-4900	K-5	1	2	194
24	172	Fred T. Korematsu Discovery	Stonehill	10315 E Street	Oakland	94601	(510) 639-3377	K-5	1	6	446
23	177	Esperanza Elementary	Stonehill	10315 E Street	Oakland	94601	(510) 639-3367	K-5	Shared with site 177		
22	178	Bridges Academy incl CDC		1325 53rd Avenue	Oakland	94601	(510) 535-3876	K-5	1	5	271
20	192	Rise Community	Highland	8521 A Street	Oakland	94621	(510) 729-7732	K-5	1	5	460
19	193	Reach Academy incl CDC		9860 Sunnyside Street	Oakland	94601	(510) 729-7775	K-5	1	3	278
18	201	Claremont Middle		5750 College Avenue	Oakland	94618	(510) 654-7337	6-8	1	4	367
17	206	Bret Harte Middle		3700 Coolidge Avenue	Oakland	94601	(510) 531-6400	6-8	1	8	486
16	208	Community Day Middle School		4917 Mountain Boulevard	Oakland	94619	(510) 531-6800	7-8	1	2	103



15	211 Montera Middle	5555 Ascot Drive	Oaklanc 94611	(510) 531-6070	6-8	1	4	486
14	213 Westlake Middle	2629 Harrison Street	Oaklanc 94611	(510) 879-2130	6-8	1	3	437
13	235 Melrose Leadership Academy	4730 Fleming Avenue	Oaklanc 94619	(510) 535-3832	K-8	1	2	318
12	301 Castlemont High	8601 MacArthur Boule	Oaklanc 94609	(510) 636-1466	9-12	1	2	447
11	303 McClymonds High	2607 Myrtle Street	Oaklanc 9460	(510) 879-3033	9-12	1	8	472
10	304 Oakland High	1023 MacArthur Boule	Oaklanc 94610	(510) 874-3676	9-12	1	9	797
9	305 Oakland Technical High incl Ar	4351 Broadway	Oaklanc 94611	(510) 450-5400	9-12	2	14	1255
8	306 Skyline High	12250 Skyline Boulev	Oaklanc 94619	(510) 482-7109	9-12	1	19	1049
7	309 Ralph J. Bunche High	1240 18th Street	Oaklanc 9460	(510) 874-3300	10-12	1	5	269
6	313 Street Academy (Alternative)	417 29th Street	Oaklanc 94609	(510) 874-3630	9-12	1	0	138
2	330 Independent Study, Sojourner King Est:	8251 Fontaine Street	Oaklanc 94609	(510) 729-4308	1-12	1	2	381
4	333 Community Day HS	4917 Mountain Boulev	Oaklanc 94619	(510) 531-6800	9-12	1	2	145
3	338 Metwest	314 E 10th Street	Oaklanc 94609	(510) 451-5902	9 - 12	0	1	213
1	352 Rudsdale Continuation	King Est:8251 Fontaine Street	Oaklanc 94609	(510) 636-7992	10-12	Shared with site 330		
	<b>TOTALS</b>					<b>46</b>	<b>183</b>	<b>15920</b>

**ATTACHMENT "C" TO RFQP**  
**Acknowledgment of Addenda**

See Attachment



Attactment C

**ACKNOWLEDGMENT OF ADDENDA**

In submitting this Proposal, the undersigned Firm acknowledges receipt of all Addenda issued by or on behalf of the Oakland Unified School District, as set forth below. The Firm confirms that its Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

*Initial only one of the following:*

\_\_\_\_\_ **Addenda Numbers \_\_\_; \_\_\_; \_\_\_; \_\_\_; \_\_\_; \_\_\_; were received, acknowledged and incorporated into this Proposal.**

**OR**

\_\_\_\_\_ **No Addenda Issued**

By:  
Authorized Officer or Agent  
Title

By:  
Authorized Officer or Agent  
Title

**ATTACHMENT "D" TO RFQP**  
**E-Rate Certification**

See Attachment



Attachment D

**E-RATE CERTIFICATION**

I, \_\_\_\_\_, certify that  
\_\_\_\_\_, is a  
Service Provider as defined by the E-Rate Program and has not been suspended or  
disbarred from participating by the Federal Communications Commission. Our SPIN # is  
\_\_\_\_\_, and we have operated under this SPIN for  
\_\_\_\_\_ years.

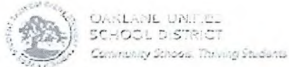
I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance),  
Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their  
designated authority, will be furnished completely and in a timely manner  
sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the  
appeal will be furnished completely and in a timely manner to the Oakland  
Unified School District, its attorney(s), or authorized agent;
3. Any contract awarded based upon RFP# \_\_\_\_\_ is contingent upon the  
receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that  
awards the requested discounts in full. In the event that partial funding or no  
funding is granted, the District reserves the right to cancel the contract in whole  
or in part;
4. The District will be invoiced for the only the matching funds portion, and it our  
responsibility, as the E-Rate Service Provider, to invoice the SLD for the  
remaining "non-discount" portion. This billing method is known as the SPI  
(Service Provider Invoice) method;
5. In the event the Oakland Unified School District intends to perform a SPIN  
change, as afforded by the COPAN decision, permission will be granted, provided  
14 days prior written notice is given.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)



Attachement E

**EXHIBIT C - LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME:  
 Project:  
 Project #:  
 Estimate: \$

Date:  
 Time:  
 Project Mgr:  
 Architect:

Based Bid \$ -  
 Verified Local Business Participation 2.0% \$ -  
 Based Bid W/ LBP Discount \$ -

	LBE	SLB	SLBR	COMMENTS:
<b>Company:</b>				1
Address:				2
City/State:				3
Phone:				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
<b>TOTAL PARTICIPATION</b>	0.0%	0.00%	0.0%	<b>0.0%</b>

APPROVAL- LBU Compliance Officer \_\_\_\_\_



# Pricing template OUSD RFP No. 14-15/11

Please complete this form in its entirety. Click the "Submit" button at the end when complete. You may choose to send your responses as well and then print them out.

If you have any issues please contact Rick Del Valle at [rick.delvalle@yahoo.com](mailto:rick.delvalle@yahoo.com)

\* Required

**Company Name \***

**Contact Person \***

First and Last Name

**Contact Phone # \***

**Contact email address \***

## Equipment

**Make/Model of MetroEthernet Access Switch \***

The District requires thirty (30) Cisco ME 3600X 24FS M with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports (or equivalent)

**Cost per MetroEthernet Access Switch \***

**Make/Model of MetroEthernet Access Switch + 10G license \***

The District requires sixteen (16) Cisco ME 3600X 24FS M with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports with 10 Gb license (or equivalent)

**Cost per MetroEthernet Access Switch + 10G licence \***

**Make/Model of 48port PoE switch \***

The District requires three hundred and nine (309) Catalyst 2960 X 48 GigE PoE 740W 2 x 10G SFP+ LAN Base switches), FlexStack Plus Stacking Module and interconnect cables (or equivalent)

**Cost per 48port PoE switch \***

**Make/model of 24 port PoE switch \***

The District requires eighty eight (88) Catalyst 2960 X 24 GigE PoE 740W 2 x 10G SFP+ LAN Base switches, FlexStack Plus Stacking Module and interconnect cables (or equivalent)

**Cost per 24 port PoE switch \***

**Make/model of UPS \***

The District requires forty six (46) APC Smart UPS X 2200VA Rack LCD 100 127V, with APC Smart UPS 1000VA LCD RM 2U 120V, with network card (or equivalent).

**Cost per UPS with network card \***

**Make/model of line conditioner \***

The District requires two hundred thirty (230) line conditioners for each MDF and IDF Tripp Lite ISOBAR12ULTRA with protected switch and 12 outlets

**Cost per line conditioner \***

**Total cost for equipment \***

ME switches + 48 port switches + 24 port switches + UPS s + line conditioners at OUSD specified quantities

## Labor

**Total cost for labor \***

Installation, cabling and configuration



## Materials

**What additional materials will you need and supply? \***

e.g. screws, nuts, ties, etc...

**Total cost for materials \***

## Other

**What other costs will you assume? \***

Keep in mind: Replace all cable management and patch cables, which connect to patch panels, in each MDF and IDF. Patch cables colors need to conform with OUSD standards. Patch cables must be Category 6 rated, with easy to disconnect snagless connectors. Tripp lite N201 series or equivalent

**Total cost for "other" \***

## Grand total

**Total project cost \***

**Anything else you want to tell us?**



Edgar Rakestraw &lt;edgar.rakestraw@ousd.k12.ca.us&gt;

---

**Re: Creative Claud**

1 message

---

**Peter Hosseinipour** <peterh@ousd.k12.ca.us>  
To: Edgar Rakestraw <edgar.rakestraw@ousd.k12.ca.us>

Tue, Dec 9, 2014 at 9:08 AM

**I missed Adobe Flash biulder**

On Tue, Dec 9, 2014 at 9:07 AM, Peter Hosseinipour &lt;peterh@ousd.k12.ca.us&gt; wrote:

- Adobe Audition CS6
- Adobe Bridge CC
- Adobe Bridge CS6
- Adobe Creative Claude
- Adobe dreamweaver cc 2014
- Adobe Edge Animate CC 2014
- Adobe Extend Script toolkit CS6
- Adobe Extend Script manager CC
- Adobe firework CS6
- Adobe firework CC
- Adobe form Central
- Adobe Illistrator CC 2014
- Adobe Illistrator CS6
- Adobe in copy CS6
- Adobe Photoshop 2014
- Adobe indesign 2014
- Adobe media encoder
- Adobe Prelude CS6

On Tue, Dec 9, 2014 at 8:25 AM, Edgar Rakestraw &lt;edgar.rakestraw@ousd.k12.ca.us&gt; wrote:

Thanks for responding. I will take a further look. Can you tell me the names of all applications in the download, so I can specifically look for them.

On Tue, Dec 9, 2014 at 8:23 AM, Peter Hosseinipour &lt;peterh@ousd.k12.ca.us&gt; wrote:

1591-4736-3708-3587-2875-1150

Hi Edgar

This license was embedded with the application. I installed it on my computer to test and I did not receive the 30 days trial message. Please let me know if it works or I must call Adobe.

Thanks

On Mon, Dec 8, 2014 at 7:50 PM, Edgar Rakestraw &lt;edgar.rakestraw@ousd.k12.ca.us&gt; wrote:

Peter:



I was able to download. These applications are 30 day trials. Do we have license(s)?

Edgar

On Mon, Dec 8, 2014 at 8:09 AM, Peter Hosseinipour <[peterh@ousd.k12.ca.us](mailto:peterh@ousd.k12.ca.us)> wrote:

Hi Edgar

The folder is placed at

\\nasdc1\BOE Scan\Creative Claude Package 32

Have a Great Monday

--

*Peter Hosseinipour*

Network Administrator, Technology Services .

Oakland Unified School District

[510-879-8765](tel:510-879-8765) (work)

[510-879-1848](tel:510-879-1848) (fax)

**Community Schools. Thriving Students.**

**Because we care, please [click here](#) to tell us how we are doing!**

--

Edgar Rakestraw, Jr.

Executive Assistant, Governing Board

Oakland Unified School District

1000 Broadway, Suite 680

Oakland, CA 94607-4099

(510) 879-8199x24 Main

(510) 879-8658 Direct Line

(510) 879-2299 eFax

(510) 879-2300 eTTY/TDD

<http://www.ousd.k12.ca.us>

--

*Peter Hosseinipour*

Network Administrator, Technology Services

Oakland Unified School District

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--

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(510) 879-2300 eTTY/TDD  
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--

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