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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Hitesh Haria, Chief Operations Officer
John Krull, IT Officer, Technology Services

Board Meeting Date April 13, 2016

Subject Project Commencement for network equipment installation at 49 district PreK-12 schools

Action Requested Approval of Independent Contractor Agreement with Digital Design Communications for previously approved project to complete network installation at 49 district PreK-12 schools, not to exceed \$3,000,000 using 80% E-rate funds and 20% Measure J funds, from February 24, 2016 through September 30, 2016.

Background On March 25, 2015, Enactment No. 15-0360, the Board of Education approved the contract to Digital Design Communications to supply and install network equipment installation at 49 district PreK-12 schools not to exceed \$3,000,000.00 using 80% E-rate funds and 20% Measure J funds. The E-rate funding has also now been approved. The purpose of this board item is to present all the needed contractor paperwork to commence work consistent with the E-rate program administered by the School and Libraries Division of USAC.

Prior to the recently completed network upgrades, District schools had poor network connectivity.

In the summer of 2014, the District invested approximately \$3Million in addition to over \$5Million of past E-rate funds to fully upgrade 44 schools. The District is now undergoing phased projects to upgrade the rest of the sites.

Phase 1, approved January 10, 2015, is complete 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.

This next phase, Phase 2, presented in this item, will bolster LAN infrastructure to



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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 item is to ratify project documents for previously approved project to complete network installation at remaining PreK-12 schools.

Recommendation

Approval of Independent Contractor Agreement with Digital Design Communications for previously approved project to complete network installation at 49 district PreK-12 schools, not to exceed \$3,000,000 using 80% E-rate funds and 20% Measure J funds, from February 24, 2016 through September 30, 2016.

Fiscal Impact

Previously approved up to \$623,079.34 using Measure J funds allocated to Technology Services / Common Core, and \$1,895,800.66 of eRate funds for a total of \$2,518,880.00 for the project.

Attachments

Independent Contractor Agreement between Digital Design Communications and OUSD



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

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$ _____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**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 24TH day of FEBRUARY in the year 2016, between the Oakland Unified School District ("District") and Digital Design Communications, ("Contractor") (together, "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 49 district PK-12 schools.
 - 1.1. The Services shall be performed at the following project(s)/site(s) ("Project"):
 - See **Exhibit "B"** Project Site List (referred to herein collectively as "Project Site(s)" or "Site(s)")
 - 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 site(s). The provisions of this Agreement shall apply to the Contractor's Services at each site, without regard to the status of the remaining component(s).
2. **Term.** The term of this Agreement shall be from FEBRUARY 24, 2016 until SEPTEMBER 30, 2016 ("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.

3. **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:

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

4. **Compensation.** District agrees to pay the Contractor for Work satisfactorily rendered pursuant to this Agreement a total fee of **TWO MILLION FIVE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED EIGHTY** Dollars (2,518,880.00) ("Contract Price"). District shall pay Contractor according to the following terms and conditions:

- 4.1. 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.
- 4.2. Contractor shall prepare a separate invoice for each school site, if Contractor works at more than one site. The itemized invoice shall reflect the hours spent by the Contractor in performing its Services pursuant to this Agreement.

5. **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:

5.1. Not applicable.

6. **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.

7. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Contractor shall comply with the District's S/SL/SLRBE Policy. A copy of the District's S/SL/SLRBE Policy can be obtained on the OUSD website at 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. The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO.

8. **Designated Representatives.** The 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.

9. **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:

9.1. Not applicable.

10. Performance of Services.

- 10.1. **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.
- 10.2. **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.
- 10.3. **Meetings.** Contractor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment, and any other issues deemed relevant to the operation of Contractor's performance of Services.
- 10.4. **Scheduling of Work.** This Work will have to proceed with a definite sequence of operations to minimize outages and to continue operation of facilities.
- 10.5. **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. 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.
- 10.6. **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.
- 10.7. **Manufacturers' Direction.** Follow manufacturers' directions where these directions cover points not included on the drawings or in the specifications.
- 10.8. **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.
- 10.9. **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.
- 10.10. **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.

- 10.11. **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.
- 10.12. **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 at Site without written consent from the District.
- 10.13. **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 of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 10.14. **Examination of Site(s).** The Contractor shall be held to have visited the Project Site(s) 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.
- 10.15. **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.
- 10.16. **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" it 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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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 Contract 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.
16. **Termination.**
 - 16.1. **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.
 - 16.2. **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.
 - 16.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 16.3.1. material violation of this Agreement by the Contractor; or
 - 16.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 16.3.3. 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

16.3.4. 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.

16.4. 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.

17. 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.

18. Insurance.

18.1. 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.

18.1.1. **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)

18.1.2. **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.

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

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

18.2. **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 coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

18.2.1. 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."

18.2.2. 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.

18.2.3. 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.

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

18.3. **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.

19. **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 Contract 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.

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

- 19.2. 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.
- 19.3. 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.
20. **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' 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.
21. **Incidental Installation Work.**
- 21.1. 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.
- 21.2. Certified Payroll Records: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, then the Contractor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
22. **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.
23. **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.

24. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
25. **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:
- 25.1. Terminate this Agreement for cause, and/or
 - 25.2. Deduct or otherwise recover from the Agreement price, the full amount of the commission, percentage, brokerage, or contingent fee Contractor paid.
26. **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.
27. **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.
28. **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, particularly when children are present.
29. **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.
30. **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, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age 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 its subcontractor(s).
31. **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.
32. **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.

33. **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:

33.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

33.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

34. **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.

35. **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.

36. **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

Digital Designs
Communications,
8135 Capwell Drive
Oakland, CA 94621

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.

37. **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.

38. **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 Alameda County whwethe District's administration offices are located.

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

40. **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.

41. **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.

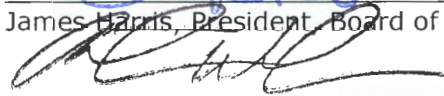
42. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

OAKLAND UNIFIED SCHOOL DISTRICT

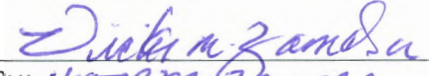

James Harris, President, Board of Education

4/14/16
Date


Antwan Wilson, Superintendent and Secretary, Board of Education

4/14/16
Date

[CONTRACTOR]


By: VICTOR M. ZAMORA Date 4/24/16
Its: PRESIDENT

File ID Number: 16-0702
Introduction Date: 4/13/16
Enactment Number: 16-0552
Enactment Date: 4/13/16
Bv: 02

APPROVED AS TO FORM:


Jacqueline Minor, OUSD General Counsel

3/23/16
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: DIGITAL DESIGN COMMUNICATIONS
License No.: 785247
Address: 8135 CARWELL DR.
OAKLAND, CA. 94621

94-3396238 :
Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more

Telephone: (510) 632-0650
Facsimile: (510) 632-6499
E-Mail: Vicmzamor@ddesign.com.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State:
 Limited Liability Company
 Other: _____

to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, 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:

2/24/16

Proper Name of Contractor:

DIGITAL DESIGN COMMUNICATIONS

Signature:

Victor M. Zamora

Print Name:

VICTOR M. ZAMORA

Title:

PRESIDENT

(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: 2/24/16

Proper Name of Contractor: DIGITAL DESIGN COMMUNICATIONS

Signature: Victor M. Zamora

Print Name: VICTOR M. ZAMORA

Title: PRESIDENT

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: 2/26/16

Name of Contractor or Company: DIGITAL DESIGN COMMUNICATIONS

Signature: [Signature]
Print Name and Title: VICTOR M. ZAMORA, PRESIDENT

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 Digital Design Communications, ("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:

Independent Contractor Agreement to Provide Technology Equipment and/or Services (Project Name)
("Project" or "Contract")

which Contract dated FEBRUARY 24, 2016, 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 Developers Surety and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Two Million Five Hundred Eighteen Thousand Eight Hundred Eighty and 00/100 DOLLARS

(\$ 2,518,880.00), 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:

Developers Surety and Indemnity Company

1655 Grant St., 6th Floor, Concord, CA 94520

Attention: Robin Westfall

Telephone No.: (925) 288 - 6796

Fax No.: (925) 295 - 3199

E-mail Address: Robin.Westfall@amtrustgroup.com

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 15th day of March, 2016.

Principal

Digital Design Communications

(Name of Principal)

Victor M. Zamora

(Signature of Person with Authority)

VICTOR M. ZAMORA

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)

[Signature]

(Signature of Person with Authority)

Dennis J. Woodard, Attorney-in-Fact

(Print Name)

R.C. Fischer & Company

(Name of California Agent of Surety)

P.O. Box 8101, Walnut Creek, CA 94596-8101

(Address of California Agent of Surety)

(925) 932-7823

(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

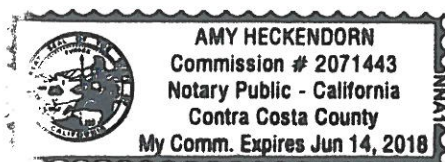
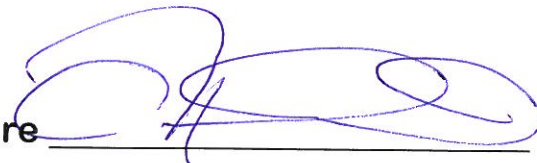
On 3/15/16 before me, Amy Heckendorn, Notary Public, personally appeared Dennis J. Woodard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature



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 Digital Design Communications, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Independent Contractor Agreement to Provide Technology Equipment and/or Services (Project Name)
("Project" or "Contract")

which Contract dated FEBRUARY 24, 2016, 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 Developers Surety and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Two Million Five Hundred Eighteen Thousand Eight Hundred Eighty and 00/100 DOLLARS

(\$ 2,518,880.00), 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 15th day of March, 2016.

Principal

Digital Design Communications

(Name of Principal)

Victor M. Zantora

(Signature of Person with Authority)

VICTOR M. ZANTORA

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)

[Signature]

(Signature of Person with Authority)

Dennis J. Woodard, Attorney-in-Fact

(Print Name)

R.C. Fischer & Company

(Name of California Agent of Surety)

P.O. Box 8101, Walnut Creek, CA 94596-8101

(Address of California Agent of Surety)

(925) 932-7823

(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

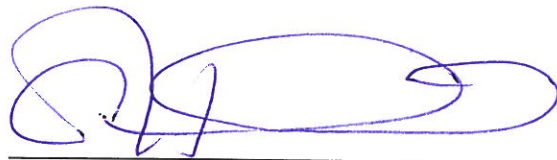
On 3/15/16 before me, Amy Heckendorn, Notary Public, personally appeared Dennis J. Woodard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

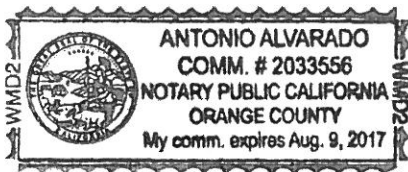
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of March, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

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** 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 complete by August 30, 2015.

2.2.2. Contractor shall remove identified existing switches, UPS's, and patch cables and document as specified by OUSD

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 OUSD

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 OUSD.

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 OUSD.

2.4.6. Remove existing UPS and return to OUSD Technology Department

2.4.7. Document and diagram switch installation

2.4.8. Obtain installation approval and configuration by OUSD 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 1 year of 8X5X Next Business Day Replacement, meaning if OUSD calls in to vendor and vendor determines there is a hardware failure, OUSD 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 and 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 SFPs**

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

2.5.8.2. 1G SFPs 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 OUSD IT department contacts.

2.5.11.3. The designated OUSD 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 OUSD may request a retest with the OUSD 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 Project Site List OUSD RFP No. 14-15/11

Prioritized Order	OUSD		OUSD		Street	City	Zip	Phone	Grade	# MDF	# IDF	# Ports
	Site Code	School	Campus name	for								
50	101	Allendale Elementary incl CDC			3670 Penniman Avenue	Oakland	94611	(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	94611	(510) 654-4884	K-5	1	1	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	94611	(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			8521 A Street	Oakland	94611	(510) 729-7723	K-5	Shared with site 192		
38	127	Hillcrest Elementary			30 Marguerite Drive	Oakland	94611	(510) 654-6590	K-8	1	4	201
37	131	Laurel Elementary incl CDC			3750 Brown Avenue	Oakland	94611	(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	94601	(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	94611	(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	94611	(510) 531-4900	K-5	1	2	222
26	170	Hoover Elementary			890 Brockhurst Street	Oakland	94601	(510) 879-1700	K-5	1	4	257
25	171	Kaiser Elementary			25 South Hill Court	Oakland	94611	(510) 549-4900	K-5	1	2	194
24	172	Fred T. Korematsu Discovery /			10315 E Street	Oakland	94601	(510) 639-3377	K-5	1	6	446
23	177	Esperanza Elementary			10315 E Street	Oakland	94601	(510) 639-3377	K-5	1	5	271
22	178	Bridges Academy incl CDC			1325 53rd Avenue	Oakland	94601	(510) 535-3876	K-5	Shared with site 177		
20	192	Rise Community			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	94611	(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 Schoo			4917 Mountain Boulevard	Oakland	94611	(510) 531-6800	7-8	1	2	103

15	211	Montera Middle	5555 Ascot Drive	Oaklanc 9461; (510)	531-60706-8	1	4	486
14	213	Westlake Middle	2629 Harrison Street	Oaklanc 9461; (510)	879-21306-8	1	3	437
13	235	Melrose Leadership Academy	4730 Fleming Avenue	Oaklanc 9461; (510)	535-3832 K-8	1	2	318
12	301	Castlemont High	8601 MacArthur Boule	Oaklanc 9460; (510)	636-14669-12	1	2	447
11	303	McClymonds High	2607 Myrtle Street	Oaklanc 9460; (510)	879-30339-12	1	8	472
10	304	Oakland High	1023 MacArthur Boule	Oaklanc 9461; (510)	874-36769-12	1	9	797
9	305	Oakland Technical High incl Ai	4351 Broadway	Oaklanc 9461; (510)	450-54009-12	2	14	1255
8	306	Skyline High	12250 Skyline Boulevard	Oaklanc 9461; (510)	482-71099-12	1	19	1049
7	309	Ralph J. Bunche High	1240 18th Street	Oaklanc 9460; (510)	874-330010-12	1	5	269
6	313	Street Academy (Alternative)	417 29th Street	Oaklanc 9460; (510)	874-36309-12	1	0	138
2	330	Independent Study, Sojourner	King Est:8251 Fontaine Street	Oaklanc 9460; (510)	729-43081-12	1	2	381
4	333	Community Day HS	4917 Mountain Boulev	Oaklanc 9461; (510)	531-68009-12	1	2	145
3	338	Metwest	314 E 10th Street	Oaklanc 9460; (510)	451-59029 - 12	0	1	213
1	352	Rudsdale Continuation	King Est: 8251 Fontaine Street	Oaklanc 9460; (510)	636-7992 10-12	Shared with site 330	46	15920
TOTALS							183	15920

FCC Form 472
DO NOT STAPLE THIS FORM

Approved by OMB
OMB Control No. 3060 - 0856
Estimated time per response: 1.0 hour

Please read instructions before completing.

Universal Service for Schools and Libraries

BILLED ENTITY APPLICANT REIMBURSEMENT FORM

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.
Only one Service Provider Identification Number (SPIN) per form.
Must be completed and signed by the Billed Entity Applicant and signed by the relevant service provider.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to range from 1 to 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERIM, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

Applicant Form Identifier (Create an identifier for your own reference)

FCC Form 472 Invoice #
(To be inserted by administrator)

BLOCK 1: HEADER INFORMATION

- 1. Billed Entity Name
- 2. Billed Entity Number
- 3. Service Provider Identification Number (SPIN)
- 4. Contact Name
- 5. Contact Telephone Number
- 6. Total Reimbursement Amount (total from Block 2, Column 14)

Billed Entity Applicant Reimbursement Form
 For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Billed Entity Name _____ Billed Entity Number _____
 Contact Name _____ Contact Telephone Number _____

Applicant Form Identifier _____

BLOCK 2: LINE ITEM INFORMATION PER FUNDING REQUEST NUMBER

	(7) FCC Form 471 Application Number (from Funding Commitment Decision Letter)	(8) Funding Request Number (FRN) (from Funding Commitment Decision Letter)	(9) Bill Frequency	(10) Customer Billed Date (mm/yyyy)	(11) Shipping Date to Customer or Last Day of Work Performed (m/d/yyyy)	(12) Total (Undiscounted) Amount for Service	(13) Discount Rate	(14) Amount Billed to USAC (Column 12 multiplied by Column 13)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
DO NOT WRITE IN THIS COLUMN. For each FRN, complete either Column (10) or Column (11), but not both Columns								
TOTAL REIMBURSEMENT AMOUNT TO BE ENTERED INTO ITEM (6)								

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name _____

Billed Entity Number _____

Contact Name _____

Applicant Form Identifier _____

Block 3: Billed Entity Certification

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Billed Entity Applicant Reimbursement Form on behalf of the eligible schools, libraries, or consortia of those entities represented on this Form, and I certify to the best of my knowledge, information and belief, as follows:

- A. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form represent charges for eligible services delivered to and used by eligible schools, libraries, or consortia of those entities for educational purposes, on or after the service start date reported on the associated FCC Form 486.
- B. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form were already billed by the service provider and paid by the Billed Entity Applicant on behalf of eligible schools, libraries, and consortia of those entities.
- C. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form are for eligible services approved by the fund administrator pursuant to a Funding Commitment Decision Letter.
- D. I recognize that I may be audited pursuant to this application and will retain for at least five years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered in this funding year any and all records that I rely upon to fill in this form.
- E. I certify that, in addition to the foregoing, this Billed Entity Applicant is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

15. Signature of authorized person

16. Date

17. Printed name of authorized person

18. Title or position of authorized person

19. Telephone number of authorized person

20. Address of authorized person

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name _____

Billed Entity Number _____

Contact Name _____

Applicant Form Identifier _____

Block 4: Service Provider Acknowledgment

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Service Provider Acknowledgment for this Billed Entity Applicant Reimbursement Form, and acknowledge to the best of my knowledge, information and belief, as follows:

- A. The service provider must remit the discount amount authorized by the fund administrator to the Billed Entity Applicant who prepared and submitted this Billed Entity Applicant Reimbursement Form as soon as possible after the fund administrator's notification to the service provider of the amount of the approved discounts on this Billed Entity Applicant Reimbursement Form, but in no event later than 20 business days after receipt of the reimbursement payment from the fund administrator, subject to the restriction set forth in B. below.
- B. The service provider must remit payment of the approved discount amount to the Billed Entity Applicant prior to tendering or making use of the payment issued by the Universal Service Administrative Company to the service provider of the approved discounts for the Billed Entity Applicant Reimbursement Form.
- C. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

21. Signature of authorized person (fax, copy or original signature)

22. Date

23. Printed name of authorized person

24. Title or position of authorized person

25. Telephone number of authorized person

26. Address of authorized person

27. Applicant Remittance Information

Name
Title

Street Address

A paper copy of this Form (pages 1-4) should be mailed to:
SLD BEAR FCC Form 472
P. O. Box 7026
Lawrence, KS 66044-7026

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form (pages 1-4) should be mailed to:

SLD Forms
ATTN: SLD BEAR FCC Form 472
3833 Greenway Drive
Lawrence, KS 66046
Phone: 1-888-203-8100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Associated Insurance Services, 600 Hampshire Rd., #150 Westlake Village, CA 91361 Tim McClain	CONTACT NAME: Jennifer Kight	
	PHONE (A/C, No., Ext): 805-495-4634	FAX (A/C, No): 805-494-0781
E-MAIL ADDRESS: jennifer@insureservice.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Digital Design Communications Victor Zamora 8135 Capwell Dr. Oakland, CA 94621	INSURER A : Financial Pacific Insurance Co	
	INSURER B : Kemper Specialty	
	INSURER C : The State Comp. Ins. Fund	
	INSURER D : The Hartford	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60460323	04/15/2015	04/15/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3888383	09/04/2015	09/04/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60460323	04/15/2015	04/15/2016	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		9110629-15	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Property Section			72UUMKB7646	01/28/2016	01/28/2017	Rntd Eq	100,000
							Stock	255,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: ERATE Year 18.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND

Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

Jennifer Kight