

Board Office Use: Legislative File Info.	
File ID Number	13-1317
Introduction Date	6/12/13
Enactment Number	13-1082
Enactment Date	6/12/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education
From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 6-12-13

Subject Professional Services Contract -
Bear Data Solutions San Jose CA (contractor, City State)
Technology Services (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Bear Data Solutions. Services to be primarily provided to Technology Services for the period of 06/13/2013 through 07/12/2013.

Background
A one paragraph explanation of why the consultant's services are needed.

OUSD is preparing for a Spring 2015 administration of the Smarter Balanced Online Assessment. This test is online for all students in grades 3-11 during a 12 week window. In order to take this test, all schools will need reliable internet connection (wired or wireless). The purpose of this assessment is to determine the existing state of the network at our schools to inform the work needed to meet the Spring 2015 deadline.

Discussion
One paragraph summary of the scope of work.

To prepare for Smarter Balanced on-line testing and Common Core teaching and learning, Bear Data Solutions will conduct an assessment of the existing wired and wireless network infrastructure at 40 non-eRate schools. Bear Data will document findings using AutoCad mapping.

Recommendation Approval of professional services contract between Oakland Unified School District and Bear Data Solutions. Services to be primarily provided to Technology Services for the period of 06/13/2013 through 07/12/2013.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed \$ 152,935.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Bear Data Solutions (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 06/13/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 07/12/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One hundred fifty two thousand nine hundred and thirty five Dollars (\$ 152,935.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.

6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. 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.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Kelvin Chan
Site /Dept.: Technology Services
Address: 1011 Union St
Oakland, CA
Phone: (510) 316-8595

CONTRACTOR:

Name: Albert Gonzalez
Title: Senior Account Executive
Address: 138 Charcot Avenue
San Jose CA 95131
Phone: (831) 247-1131

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is 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 will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD 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 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD 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 OUSD. 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. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** 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 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 OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD 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. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: _____

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **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. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 06/13/2013 Work shall be completed by: 07/12/2013 Total Fee: \$ 152,935.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

Contractor Signature

Albert Gonzales
Print Name, Title

Sr. Account Manager

5/25/2013
Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR EFSM & SUBSTANCE
By: [Signature]
Attorney at Law

File ID Number: 13-1317
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By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

To prepare for Smarter Balanced on-line testing and Common Core teaching and learning, Bear Data Solutions will conduct an assessment of the existing wired and wireless network infrastructure at 40 non-eRate schools. Bear Data will document findings using AutoCad mapping.

SCOPE OF WORK

Bear Data Solutions will provide a maximum of 988.00 hours of services at a rate of \$ 154.79 per hour for a total not to exceed \$152,935.00. Services are anticipated to begin on 06/13/2013 and end on 07/12/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Wired and wireless network survey and drawing of 33 elementary schools @ 24 hrs per school= 792 hours X \$154.79/hr = \$122,593.68

Wired and wireless network survey and drawing of 7 middle and continuation schools @ 28 hrs per school= 196 hours X \$154.79/hr = \$30,338.84

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of this assessment, OUSD will have the information it needs to make improvements to the existing network infrastructure in 40 schools in preparation for Smarter Balanced online assessment and for Common Core teaching and learning. These improvements mean increased technology access for students in 40 schools, thus creating conditions for modeling, practicing and acquiring 21st Century skills for college and career readiness.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2012

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 AISI dba Pan American Insurance Agency, Inc. CA License # 0F89850 PO Box 13792 Sacramento CA 95853	CONTACT NAME: Angelic Morrison PHONE (A/C, No, Ext): (916) 286-5960 FAX (A/C, No): (916) 646-3996 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00027055
	INSURER(S) AFFORDING COVERAGE
INSURED Bear Data Solutions Inc 138 Charcot Avenue San Jose CA 95131	INSURER A: Federal Insurance Company NAIC # 20281 INSURER B: Hartford Ins Co of Midwest 37478 INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11/12

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35929654	10/22/2011	10/22/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73559386	10/22/2011	10/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000 Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 79872023						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WBCNT2035	12/20/2011	12/20/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below C PROFESSIONAL LIABILITY EKS3032092 1/27/2012 1/27/2013 Aggregate Limit \$2,000,000 Retention Limit \$5,000						

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

Oakland Unified School District are named additional insured as respect to the liability arising out of the operations performed by the named insured. **Except 10-day notice of cancellation if cancelled for non-payment of premium**

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 314 East 10th Street
 Oakland, CA 94606

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

Bob Underwood/ANGEL

ACORD 25 (2009/09)
 INS025 (200909)

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Liability Insurance

Endorsement

Policy Period October 22, 2011 to October 22, 2012
Effective Date October 22, 2011
Policy Number 3592-96-54 WUC
Insured BEAR DATA SOLUTIONS, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

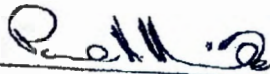
**PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED.
HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED**

Liability Endorsement
(continued)

UNDER THIS PROVISION WHO IS MORE SPECIFICALLY
DESCRIBED UNDER ANY OTHER PROVISION OF THE
WHO IS AN INSURED SECTION OF THIS POLICY
(REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



BEAR
DATA SOLUTIONS



**Survey, Documentation, Preliminary
Design & Budgeting Project
Work Authorization**

Prepared for:
Oakland Unified School District
1011 Union Street
San Francisco, Ca 94607

Kelvin Chan
IT Director

Friday, May 24, 2013
Version 2.0

BEAR Data Solutions, Inc.
138 Charcot Ave
San Jose, CA 95131
Tel: 800.718.BEAR
www.bdata.com

The information in this proposal shall not be disclosed outside **Oakland Unified School District** and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal.

*Property of BEAR Data Solutions, Inc.
Secure Disposal Required*



Oakland Unified School District
Survey, Documentation, Preliminary Design
& Budgeting Project
WORK AUTHORIZATION

AGREEMENT made and entered into by and between **OAKLAND UNIFIED SCHOOL DISTRICT** located at **1011 Union Street, San Francisco, Ca 94607** and **BEAR Data Solutions** located at **138 Charcot Avenue, San Jose, CA 95131**. **WHEREAS, OAKLAND UNIFIED SCHOOL DISTRICT** wishes to obtain the professional services offered by **BEAR Data Solutions**, and **WHEREAS, BEAR Data** wishes to provide professional services to **OAKLAND UNIFIED SCHOOL DISTRICT** under the terms and conditions set forth in this agreement.

NOW, THEREFORE, the parties hereto agree to the following:

- 1. SCOPE OF WORK:** **OAKLAND UNIFIED SCHOOL DISTRICT** does hereby retain and engage **Bear Data Solutions** in their professional capacity to provide Survey, Documentation, Preliminary Design & Budgeting Project to **OAKLAND UNIFIED SCHOOL DISTRICT** under funding provided by the following Purchase Order Number **[PO Number]**. The work to be performed by **Bear Data Solutions** is described in *Attachment A*.
- 2. PERIOD OF PERFORMANCE:** The term of this AGREEMENT will commence on the date signed below. Expiration of the Survey, Documentation, Preliminary Design & Budgeting Project Work Authorization will be determined as complete when the work described in Attachment "A" has been completed. Details on compensation are described in *Attachment A*.
- 3. TERMS AND CONDITIONS:** **Bear Data Solutions** shall receive as full compensation for all services to be performed hereunder, for the Survey, Documentation, Preliminary Design & Budgeting Project, of **\$152,935.00**. Details on compensation are described in *Attachment A*.
- 4. NOTICE:** With respect to rights and obligations of each party, notice shall be provided as follows: If to **OAKLAND UNIFIED SCHOOL DISTRICT** to **Kelvin Chan** at **1011 Union Street, San Francisco, Ca 94607** and, if to **Bear Data Solutions**, to **Al Gonzales** 138 Charcot Avenue, San Jose, CA 95131.



Oakland Unified School District
Survey, Documentation, Preliminary Design
& Budgeting Project
WORK AUTHORIZATION
Attachment A

STATEMENT OF WORK

Bear Data Solutions Survey, Documentation, Preliminary Design & Budgeting Project will contain the following:

- > Qualified technical engineer(s)
- > Qualified Project Manager
- > Fixed fee project

OAKLAND UNIFIED SCHOOL DISTRICT has requested the services of **Bear Data Solutions** to provide a Survey, Documentation, Preliminary Design & Budgeting Project. The purpose of the Statement of Work is to cover the following tasks:

Preliminary Project Meeting

- Meet with OUSD IT Personnel to set expectations and deliverables for entire project.
- Meet and Coordinate with OUSD IT Personnel to schedule site visits to maximize efficiency.

Project Management

- Furnish Project Manager to be single point of contact for Project Team.

Scope of Work

- Furnish labor to Survey and Document existing conditions for (33) Elementary Schools, (5) Middle Schools & (2) Continuation Schools. A Total of (40) School Sites.
- This includes MDF & IDF Locations, Fiber & Copper Backbone Cabling & Workstation Cabling.
- Furnish Site Plan Drawing with Survey Information.
- Furnish MDF & IDF Elevation Block Diagram.

Elementary School Hours

Survey & Document	16 Hours
Drawings	8 Hours
Total Hours:	24 Hours

Middle School Hours

Survey & Document	18 Hours
Drawings	10 Hours
Total Hours:	28 Hours



Oakland Unified School District
Survey, Documentation, Preliminary Design
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WORK AUTHORIZATION

Continuation School Hours

Survey & Document	18 Hours
Drawings	10 Hours
Total Hours:	28 Hours

General Clarifications & Exclusions

- Access to Buildings / Rooms and knowledge of MDF / IDF locations will be provided by OUSD.
- OUSD will provide background drawings for all sites.
- Survey & Documentation will be conducted after 3pm on weekdays and on Weekends.
- Furnish Bear Data Workmanship Warranty.



Oakland Unified School District
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WORK AUTHORIZATION

List of Schools:

Elementary Schools

- 1 Chabot
- 2 Cleveland
- 3 Crocker Highlands
- 4 Hillcrest
- 5 Joaquin Miller
- 6 Kaiser
- 7 Lincoln
- 8 Montclair
- 9 Piedmont Ave
- 10 Peralta
- 11 Sequoia
- 12 Thornhill
- 13 Allendale
- 14 Bridges@Melrose
- 15 Franklin
- 16 Fruitvale
- 17 Garfield
- 18 Glenview
- 19 Global Family
- 20 La Escuelita
- 21 Laurel
- 22 Redwood Heights
- 23 Bruckhalter
- 24 Carl Munck
- 25 East Oakland Pride
- 26 Esperanza
- 27 Grass Valley
- 28 Korematsu
- 29 New Highland
- 30 Reach Academy
- 31 Rise
- 32 Howard Elementary
- 33 Learning Without Limits
Elementary

Middle Schools

- 1 Claremont
- 2 Montera
- 3 Westlake
- 4 Bret Harte
- 5 Melrose Leadership

Continuation Schools

- 1 Rudsdale Continuation
- 2 Bunche Continuation



CUSTOMER RESPONSIBILITIES

OAKLAND UNIFIED SCHOOL DISTRICT agrees to the following responsibilities but are not limited to:

- Designate a single point of contact to whom all communications may be addressed and whom has the authority to act on all aspects of said services. Contact should be available during all hours of configuration.
- Provide building access to all survey areas.
- Provide reasonable access to all Customer sites and facilities, including where applicable, computer environment, telecom equipment, facilities, work space and telephone for use during the project.
- Provide proper security clearances and/or escorts necessary to access the site for equipment configuration, installation and maintenance.
- Scheduling of Customer Contact to be onsite during analysis visits.

DEFINITION OF COMPLETENESS

Survey, Documentation, Preliminary Design & Budgeting Project will be defined as complete and satisfied when the statement of work outlined in Attachment "A" has been completed. **OAKLAND UNIFIED SCHOOL DISTRICT** agrees to sign the BDS Project Closure Form when all services listed in this Work Authorization are completed. Upon signing the BDS Project Closure Form, BEAR Data is relinquished from all duties and responsibility related to this project. The final invoice of this project will also be sent immediately.



Oakland Unified School District
Survey, Documentation, Preliminary Design
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WORK AUTHORIZATION
TERMS AND CONDITIONS

Bear Data Solutions will invoice **OAKLAND UNIFIED SCHOOL DISTRICT** per the terms outlined below:

Price:

➤ **\$152,935.00**

PROJECT	:	Total
Preliminary Project Meeting	\$	1,885.00
Project Management	\$	20,750.00
Elementary School	\$	93,215.00
Middle School	\$	16,500.00
Continuation School	\$	6,600.00
Contingency 10%	\$	13,900.00

Terms & Conditions:

- **OAKLAND UNIFIED SCHOOL DISTRICT** will be invoiced 50% (\$76,467.50) upon inception of this project and will be invoiced the remaining 50% (\$76,467.50) upon completion of said project.
- Payment is due immediately upon receipt.
- This Survey, Documentation, Preliminary Design & Budgeting Project is subject to and governed by the *Bear Data Solutions Services Agreement* between the customer referenced herein ("Customer") and the Bear Data Solutions entity referenced herein ("BEAR DATA SOLUTIONS") or, if Customer and BEAR DATA SOLUTIONS have not executed an *Bear Data Solutions Services Agreement*, the terms of BEAR DATA SOLUTIONS' standard *Bear Data Solutions Services Agreement*, which is posted at http://www.beardatasolutions.com/pdf/terms_conditions.pdf and a copy of which is available upon Customer's request (in either case, the "Agreement").




Oakland Unified School District
 Survey, Documentation, Preliminary Design
 & Budgeting Project
WORK AUTHORIZATION

IN WITNESS WHEREOF, and in consideration of the attached Scope of Work, Survey, Documentation, Preliminary Design & Budgeting Project through its duly authorized representative, and **Bear Data Solutions**, have hereunto executed this Agreement as of the date written below.

OAKLAND UNIFIED SCHOOL DISTRICT
 1011 Union Street
 San Francisco, Ca 94607

Bear Data Solutions, Inc.
 138 Charcot Ave
 San Jose, CA 95131

 By: _____
 Title: _____
 Date: _____



 By: ALBERT GONZALES
 Title: SR. ACCOUNT MANAGER
 Date: 5/25/2013

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required)

Contractor Information

Contractor Name	Bear Data Solutions	Agency's Contact	Albert Gonzalez		
OUSD Vendor ID #	I006074	Title	Senior Account Executive		
Street Address	138 Charcot Avenue	City	San Jose	State	CA Zip 95131
Telephone	(831) 247-1131	Email (required)	agonzalez@bdata.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/13/2013	Date work will end	07/12/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 154.79	Number of Hours (required)	988.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
			5825	\$ 152,935.00
			5825	\$
			5825	\$
Requisition No. (required)	Total Contract Amount			\$ 152,935.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Kelvin Chan		Phone	(510) 316-8595	
	Site / Department	Technology Services			Fax		
	Signature				Date Approved		
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature				Date Approved		
3.	Regional Executive Officer						
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					Consultant Aggregate Under <input type="checkbox"/>	Over <input type="checkbox"/> \$50,000
	Signature				Date Approved		
5.	Superintendent, Board of Education Signature on the legal contract						
Legal	Required if not using standard contract	Approved			Denied - Reason	Date	5/30/2013
Procurement	Date Received				PO Number		

