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File ID Number	13-0799
Committee	Facilities
Introduction Date	5-8-2013
Enactment Number	13-0784
Enactment Date	5/8/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 8, 2013

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-0796	Apple Inc.	\$1,974.009	Measure A	P.O.	Facilities	12-4-12 thru 12-4-13	Cupertino
13-0797	Chussy International	\$620.20	Measure A	P.O.	Facilities	10-10-12 thru 11-10-12	Oakland
13-0798	Chussy International	\$350.00	Measure A	P.O.	Facilities	12-7-12 thru 12-7-12	Oakland
13-0799	Comtel Systems	\$7,784.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	11-7-12 thru 3-31-13	Sunnyvale
13-0804	Dell	\$3,887.02	Measure A	P.O.	Facilities	11-29-12 thru 12-28-12	Round Rock, TX
13-0805	DFS	\$17,025.00	Developer Fee	P.O.	Facilities	12-1-12 thru 1-31-13	Foster City
13-0806	Goodman Manufacturing Corp.	\$190,100.00	Special Funding	P.O.	Stonehurst 3 Multizone HVAC Units	11-4-12 thru 1-5-13	Roseville, CA
13-0807	Graninger	\$156.71	Measure A	P.O.	Facilities	10-16-12 thru 11-15-12	San Leandro
13-0808	Humanized Productions	\$15,000.00	Measure B	P.O.	Facilities	10-1-2012 thru 6-30-13	Oakland
13-0809	Integrity Painting Company	\$12,718.00	Special Funding	P.O.	Facilities	7-13-12 thru 6-30-13	Oakland
13-0810	Marketing VUE	\$1,320.84	Special Funding	P.O.	Facilities	10-31-12 thru 11-30-12	Wayland, MA
13-0811	PG&E	\$1,500.00	Measure B	P.O.	Arroyo Viejo	10-22-12 thru 12-31-13	Sacramento
13-0812	Ricoh USA, Inc.	\$4,000.00	Measure A	P.O.	Facilities	6-30-12 thru 6-30-13	Malvern, PA
13-0813	R&S Overhead Garage Door, Inc.	\$14,124.00	County School Facilities Fund	P.O.	Oakland Tech Seismic Retrofit	10-16-12 thru 12-31-13	San Leandro



OAKLAND UNIFIED
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13-0814	RMT Landscape Contractors, Inc.	\$25,080.00	Measure A	P.O.	Claremont Landscaping	10-16-12 thru 12-31-13	Oakland
13-0815	Syska Hennessy Group	\$6,880.00	Measure B	P.O.	Highland New Classroom	10-22-12 thru 12-31-13	San Francisco
13-0816	Syska Hennessy Group	\$3,755.00	Developer Fee	P.O.	La Escuelita Educational Center	11-15-12 thru 1-15-13	San Francisco

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

V053094

DATE SUBMITTED: 11/7/2012

SUBMITTED BY: Saya Nhim

REVIEWED BY: _____

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

Bond Program Director

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

Vendor Bid Number: _____
 Fiscal Year: 2012-2013
 P.O. Under \$50K:
 Date Processed: 11-16-2012
 To: MB 11/16 To DR: _____

 Timothy E. White Asst. Superintendent Date

 Tadashi Nakadegawa Facilities Director Date 11/9/12

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	La Escuelita Educational Center Phase 1 Increment 2	Project No:	07047-3 1219003835-6274
Vendor Name:	Comtel Systems	Vendor Contact:	Greg Steele
Vendor Phone Number:	(408) 543-5600	Vendor Mailing Address:	1292 Hammerwood Avenue Sunnyvale, CA 94089
Agreement Start and Stop Dates:	Start: 11/7/2012 Stop: 3/31/2013	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$7,784.00 Revised Contract Amount: \$7,784.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes give an explanation:	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date provided:	9/9/13

David Kakishiba
 President, Board of Education
 9/9/13

For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
 - 2) Date(s) of Bid Advertisement -
 - 3) Date of Bid Opening -
 - 4) Name of Architect -
 - 5) Liquidated damages per day - \$
 - 6) Performance Bonds Attached
 - 7) Payment Bonds Attached
- (Sections 6 and 7 to be completed by Contract Administration department)

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. To furnish and install 4 additional phones and related equipment and material for the La Escuelita Education Center. The four phones are for emergency purposes for KDOL, Health Clinic, Risk Management and Kitchen Services that were not in the original scope.

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background - Why is contract required and what is the benefit to student) Add additional pages as needed

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 02

Budget Number: 11-16-2012

RECEIVED
 11-16-2012

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	✓
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	



October 22, 2012

Saya Nhim
Oakland Unified School District
955 High Street
Oakland, Ca 94601

Re: Downtown Education Complex
Four new telephones
Quotation #GS21016GS1

Dear Saya,

The following information and quotation is provided as requested for the provision and installation of four new additional telephones for the new Downtown Education Complex.

As I understand the requirements, the four locations (Kitchen, Health Center, KDOL and IT), did not receive telephones as part of the original systems installation. The Kitchen requires a phone for business telephone operations in conjunction with insertion into the existing Automated Attendant System. The Health Center, KDOL and IT require telephones not for business telephone operations as they are already a part of the separate Cisco telephone system, but for emergency communication operations for disaster paging throughout the entire site.

A single-line analog phone will suffice for all four locations, and VoIP instruments are not required. Additionally, all four locations have an existing Rauland Clock/Speaker unit in the close proximity to where the new phones are required.

The proposal to follow provides for an expansion of the existing Rauland Telecenter VI system to accommodate the additional ports required to power the 4 new phones. Four new Rauland TC6402 telephone instruments will be provided/installed- 1 in the existing Kitchen Office, 1 in the main receptionists' desk of the Health Center, 1 in the 'Risk Managers' corner office in the IT area, and 1 in either the B223 'Mario's' office location of KDOL or alternately the B212 'Production/Master Control room' area of KDOL.

The new telephones will be wired from the existing clock/speaker locations, with new CAT6 plenum cable installed down to a new telephone jack/box location for each phone. The Kitchen phone will be programmed into the Automated Attendant system, and the other 3 phones will be programmed with one button labeled as 'Emergency Paging'.



Installed Equipment Price including In-service, Freight & Tax

⇒ **\$7,784**

The specific equipment and labor to be provided by Comtel in support of the 4 new telephones is as follows:

Model Number	Description	Qty
TC6212	Unified Digital Voice Processing (UDVP) Card	1
601101	Rauland 12-port station patch panel	1
TC6402	Single Line Analog Telephone	4
UTPSP7Y	7' CAT 6 Patch Cable- Gray	4
630AC4-44	4Wx6P Flush Mount Jack w/ Hangers	4
25-3-PP-15-GR	15 Ft 25 Pr Male to Male Connectorized cables	1
BOX-1G	Single-gang cut-in phone boxes	4
10119953	BerkTek CAT6 plenum Station cable	400'

Conditions and assumptions:

- Full unobstructed site access to be available for normal working hours.
- All work to be performed during normal 7AM to 4PM working hours.
- All existing conduits and pathways assumed re-usable. No new conduit or wiremold is provided.
- New TC6 head-end equipment expansion to be installed in existing IDF-B wall rack. No new racks are included.
- New device locations to be as mutually agreed upon.
- Spare data outlets to be utilized for some new phones as required, no new raceway is included.
- Completion dates to be as mutually agreed upon. Minimum turnaround time at this date is 2 to 6 weeks.
- Drawings or asbuilts are not required.

Work required by District or others:

- Provide and install any new or additional CO trunks if required.
- Patch through any new CO trunks from MPOE to existing Rauland Telecenter rack location.



- Verify exact telephone placement locations prior to Comtel install.
- 110 VAC power as required to be provided by others.
- Provide full unobstructed site access during Comtel working hours.

The above price is valid for 60 days.
If I can provide further information or clarification, please call.

Cordially,

Greg Steele
Sales Manger
Educational Technology
Comtel Systems Technology, Inc.
1292 Hammerwood Avenue
Sunnyvale, Ca 94089
408-543-5651
gregs@comtelsys.com



Notes:

1. Applicable tax included.
2. All system conduit and rough in will be provided and installed by others.
3. 120VAC, with 20 amp dedicated circuit(s), by others.
4. Conduit and rough-in boxes, other than specified, are not included.
5. Customer is responsible for all cable paths between floors
6. All ceiling/wall spaces must be accessible for cable pull, or others must install a permanent raceway.
7. Construction permits, bond fees, and related certifications are not included.
8. Comtel liability shall not include responsibility for the calculation or accuracy of any engineering and/or consulting service. In no event shall Comtel's liability exceed the cost of correcting or replacing defects in the Equipment nor shall its liability include indirect or consequential damages of any kind or character. All liability of Comtel hereunder shall terminate upon the expiration of the applicable warranty period.
9. Idle time incurred by Comtel employees due to absence of required escorts, clearances, inability to enter the workplace, or other factors beyond our control, will be considered a change to the contract.
10. Any error or omission in construction or installation of the system must be called to the attention of Comtel's Project Manager in writing within thirty (30) days after completion of the installation. Upon expiration of the thirty (30) days the installation shall be considered accepted as complete by the customer.
11. All equipment, material listed in this proposal will be under warranty for one (1) full year. Labor shall be under warranty for one (1) year. This warranty is contingent upon the proper use and maintenance of the equipment and any cabling system provided by Comtel. The warranty shall not apply if adjustment, repair, parts replacement or system modification, addition or deletions accomplished by persons other than Comtel.
12. A notice of cancellation must be submitted in writing by an authorized agent of the buyer and must reference the original contract to be binding. Any material purchased or allocated to the project by the seller is subject to re-stocking, shipping and handling fees which will be billed to and paid for by the buyer. If materials are not able to be returned than the material will be turned over to the buyer and the buyer will be invoiced for the materials. Any labor expended, including general, administrative, and management personnel, prior to receiving the cancellation notice will be billed to and paid for by the buyer.
13. Customer certification of Asbestos presence: Unless noted, customer hereby certifies that Asbestos and/or Asbestos-bearing materials are not present in the areas in which Comtel Systems Technology, Inc. work will be performed. Work in Asbestos hazard areas and/or Asbestos removal will be performed at additional cost.
14. Customer will notify Comtel of any existing hazardous materials or conditions at the site where installations are being performed.
15. Customer accepts responsibility for the accuracy of any drawings provided to Comtel. Deviations from building layouts, which effect device count, conduit, or cable routing, may result in additional costs not included in this quotation.
16. Telephone lines, network connections, fiber optic cables (including jumpers) by others.
17. Network connection and monitoring of the UPS is not included.
18. Comtel is not responsible for any existing equipment that may be utilized. This includes all door devices, alarm inputs, access controllers, and power supplies.
19. Submittals, drawings and as-builts are not included.
20. Parking must be available for all Comtel personnel. No fees are included.
21. Computers, unless specified, are not included.
22. Patching and painting by others.
23. All work to be performed during normal business hours.
24. Comtel is a member of the IBEW, which is a recognized labor union.

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