



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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Memo

To Board of Education

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

Board Meeting Date January 14, 2015

Subject Approval by the Board of Education for wireless network installation at 54 district PreK-12 schools and 23 Child Development Centers not to exceed \$2,488,320.00

Action Requested Approval by the Board of Education for wireless network installation at 54 district PreK-12 schools and 23 Child Development Centers not to exceed \$2,488,320.00 using Measure J funds.

Background Prior to the recently completed network upgrade, District schools had unreliable wireless and network connectivity. The District invested approximately \$3Million in addition to over \$5Million of E-rate funds to fully upgrade 44 schools.

To complete a wireless network for the entire district, the District is seeking to upgrade its Local Area Network (LAN) at the rest of its sites. Phase 1 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. Future Phase 2 work will complete LAN infrastructure for future needs.

Discussion The upgrade is necessary to meet the goals of the June 2014 Board-approved Technology Plan. The wireless network will provide an equitable, supportable,



standardized environment to support teaching and learning for all students. Work is phased to match Measure J allotments and scheduled draws.

Following District facilities procurement processes and local business utilization guidelines, administration released a Request for Proposals on September 23, 2014 and received five responses by the October 7, 2014 deadline. After reviewing responses by the published rubric that included: Total cost for hardware and cabling installation (equipment and labor), Status as a Cisco partner and references, OUSD technical assessment of products, and Ability to meet schedule, Digital Design Communications was selected with the lowest price as well and rated highly in other criteria.

Recommendation	Approve contract with Digital Design Communications for wireless network installation at 54 district PreK-12 schools and 23 Child Development Centers not to exceed \$2,488,320.00 using Measure J funds.
Fiscal Impact	\$2,488,320.00 using Measure J funds allocated to Technology Services / Common Core
Attachments	REQUEST FOR PROPOSALS (RFP) NO.14-1506 2014-15 final Digital RFP 141506 response OUSD Digital Design - Independent Contractor Agreement - LAN Cabling Equipment - 121814x

**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 18 day of November in the year 2014, 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:

- **LAN cabling and hardware upgrade, installing cables, providing network hardware equipment, installation, and performing configurations necessary to support wireless connectivity in every teaching and administrative space at 51 district K-12 schools and 23 Child Development Centers.**

1.1. The Services shall be performed at the following project(s)/site(s) ("Project"):

See attached Exhibit A – Site List

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 January 15, 2015 until April 30, 2015 ("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:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certificate
<input checked="" type="checkbox"/>	Drug-Free Workplace Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input checked="" type="checkbox"/>	Performance Bond
<input checked="" type="checkbox"/>	Payment Bond

4. **Compensation.** District agrees to pay the Contractor for Work satisfactorily rendered pursuant to this Agreement a total fee of Two Million Four Hundred Eighty Eight Thousand Three Hundred Twenty Dollars and Zero Cents (\$2,488,320.00) ("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.
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, implementations 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	\$ 1,000,000
Each Occurrence	\$ 2,000,000
General Aggregate	
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 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's notice, designate in writing to Contractor which replaced equipment and materials that should not be disposed of off-Site by Contractor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Contractor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Contractor shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

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
1011 Union Street
Oakland, CA 94607
ATTN: John Krull

Contractor

Digital Design
Communications
8135 Capwell Drive
Oakland, CA 94621
ATTN: Victor Zamora
President

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 the California county in which the District's administration offices are located.

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

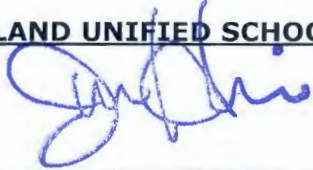
40. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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.

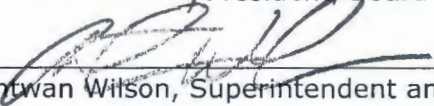
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President, Board of Education

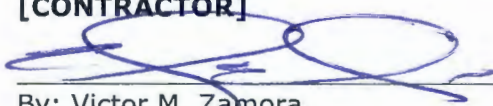
1/15/15
Date



Antwan Wilson, Superintendent and Secretary, Board of Education

1/15/15
Date

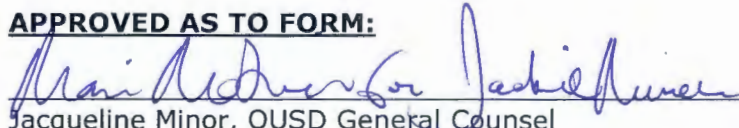
[CONTRACTOR]



By: Victor M. Zamora
Its: President

12/18/14
Date

APPROVED AS TO FORM:



Jacqueline Minor, OUSD General Counsel

12/18/14
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 Capwell Drive
Oakland, CA 94621
Telephone: (510) 632 - 0650
Facsimile: (510) 632 - 6999
E-Mail: vicmzamora@ddesigncom.com

94-3346238:
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 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

Type of Business Entity:
 Individual
 Sole Proprietorship

EXHIBIT A

Site Code	School	Campus	# of MDF	# of IDF	Total APs	Notes
101	Allendale		1	1	33	
105	Burckhalter		1	1	24	
106	Chabot		1	5	36	
107	East Oakland Pride / Webster		1	2	41	
108	Cleveland		1	3	23	
111	Crocker Highlands		1	1	23	
114	Global Family	Jefferson	1	3	46	Only Global Family
116	Franklin		1	5	49	
117	Fruitvale		1	6	45	
118	Garfield		1	3	49	
119	Glenview		1	4	31	
122	Grass Valley		1	3	27	
127	Hillcrest		1	4	20	
131	Laurel		1	4	30	
133	Lincoln		1	4	36	
142	Joaquin Miller		1	2	26	
143	Montclair		1	2	23	
145	Peralta		1	2	21	
146	Piedmont Ave		1	2	26	
148	Redwood Heights		1	1	28	
151	Sequoia		1	2	28	
157	Thornhill		1	1	26	
166	Howard Elementary		1	2	29	
168	Carl Munck		1	1	23	
171	Kaiser		1	2	19	
177/172	Esperanza, Korematsu	Stonehurst	1	6	51	
178	Bridges (@Melrose at 53rd ave)		1	5	32	
192/125	Rise, New Highland	Highland	1	5	53	
193	Reach Academy		1	2	34	
201	Claremont		1	4	37	
206	Bret Harte		1	8	54	
211	Montera		1	4	54	
213	Westlake		1	3	47	
235	Melrose Leadership (@Maxwell Park)		1	2	30	
269	Community Day MS @ Toler Heights		1	2	10	
302	Fremont		1	14	92	
303	McClymonds		1	8	48	Auditorium: Admin
304	Oakland High		1	9	83	
305	Oakland Tech		1	12	111	
306	Skyline		1	19	119	
309	Bunche Continuation		1	5	25	
313	Street		1	0	12	
333	Community Day HS on Mountain Blvd		1	2	13	
352/330	Rudsdale, Sojourner Truth	King Estates	1	2	41	

EXHIBIT A

109	Cole	1	2	30
130	Lakeview	1	2	32
177	Tilden	1	4	13
301	Castlemont (PARTIAL)	1	2	31 All but Bldg 200
165	Woodland (PARTIAL)	0	1	5 Bldg A only
232	Coliseum College Prep (PARTIAL)	1	1	16 New bldg only
861	Acorn Woodland/Encompass CDC	0	0	1
856	Alice Street- United Nation	0	0	1
860	Allendale CDC		0	1
805	Bella Vista	0	0	1
863	Bridges CDC		0	1
806	Brookfield	0	0	1
803	Burbank	0	0	1
819	Centro Infantil	0	0	1
811	Emerson	0	0	1
808	Garfield	0	0	1
825	HR Tubman	0	0	1
840	Hintil Kuu Ca	0	0	1
809	International	0	0	1
817	Jefferson	0	0	1
820	Laurel	0	0	1
829	Manzanita	0	0	1
822	Martin Luther King Jr	0	0	1
830	PLACE @ Prescott	0	0	1
807	Reach/Cox CDC		0	1
867	Sankofa	0	0	1
846	Sequoia	0	0	1
838	Stonehurst @ Korematsu	0	0	1
824	Yuk Yau	0	0	1
	TOTALS	49	190	1858

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 November 18, 2014, 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 Four Hundred Eight Eight Thousand Three Hundred Twenty DOLLARS

(\$ 2,488,320.00), 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:

P.O. Box 8101

Walnut Creek, CA 94596-8101

Attention: Dennis J. Woodard

Telephone No.: (925)932-7823

Fax No.: (925)932-0962

E-mail Address: dwoodard@rcfischer.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 8th day of December, 2014.

Principal

Digital Design Communications

(Name of Principal)



(Signature of Person with Authority)

Victor M. Zamora

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)



(Signature of Person with Authority)

Dennis J. Woodard, Attorney-in-Fact

(Print Name)

R.C. Fischer & Company

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

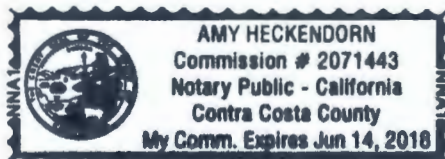
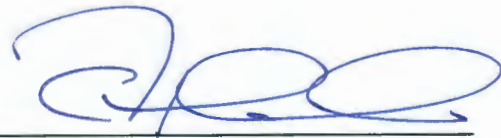
On 12/8/14 before me, Amy Heckendorn, Notary Public, personally appeared Dennis J. Woodard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 November 18, 2014, 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 Four Hundred Eighty Eight Thousand Three Hundred Twenty DOLLARS

(\$2,488,320.00), 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.

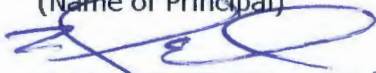
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed

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 8th day of December, 2014.

Principal

Digital Design Communications
(Name of Principal)



(Signature of Person with Authority)

Victor M. Zamora
(Print Name)

Surety

Developers Surety and Indemnity Company
(Name of Surety)



(Signature of Person with Authority)

Dennis J. Woodard, Attorney-in-Fact
(Print Name)

R.C Fischer & Company
(Name of California Agent of Surety)

1301 Ygnacio Valley Rd, Suite 100, Walnut Creek, CA 94598
(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

State of California

County of Contra Costa

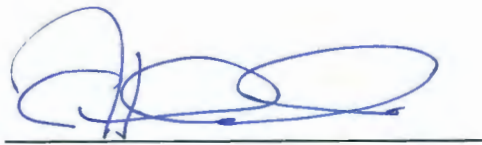
On 12/8/14 before me, Amy Heckendorn, Notary Public, personally appeared Dennis J. Woodard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

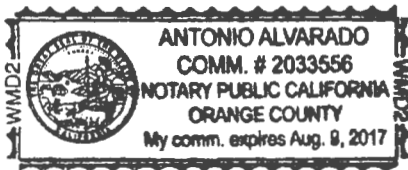
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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



Place Notary Seal Above

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 8th day of December, 2014.

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

ID 01 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, but only to the extent that such person or organization is held liable for your acts or omissions arising out and in the course of your ongoing operations performed for such additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 3. "Bodily injury", "property damage" or "personal and advertising injury" involving or related to or in connection with any additional insured or any location covered by a scheduled or blanket additional insured endorsement that is a part of the policy.
- C. **Primary and Non-contributory Insurance** - We will consider this insurance to be primary and non-contributory to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary and non-contributory.
- D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we waive subrogation because of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s) to which this endorsement applies.

Partnership
 Limited Partnership
 Corporation, State:
 Limited Liability Company
 Other: _____

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:

12/18/14

Proper Name of Contractor: Digital Design Communications

Signature:



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: 12/18/14
Proper Name of Contractor: Digital Design Communications
Signature: 
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: 12/18/14
District Representative's Name and Title: John Krull, ITO
Signature: [Handwritten 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.

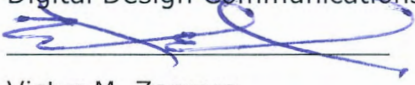
Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, Amalio Castro, PM, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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: 12/18/14
Proper Name of Contractor: ~~Digital Design Communications~~
Signature: 
Print Name: Victor M. Zamora
Title: President

OAKLAND UNIFIED SCHOOL DISTRICT

LOCAL AREA NETWORK (LAN) LAN UPGRADE

REQUEST FOR PROPOSALS (RFP)

No.14-15/06 2014-15

1.0 OVERVIEW

The Oakland Unified School District (OUSD) is seeking to upgrade its Local Area Network (LAN) for its district as described in this Request for Proposal (RFP).

The LAN upgrade includes the cabling installation and network hardware procurement and installation necessary to support wireless connectivity in every teaching and administrative space at 54 district PreK-12 schools and 23 Child Development Centers (full list). It is expected that the vendor will provide, configure, and install the equipment at OUSD's locations.

2.0 MINIMUM QUALIFICATIONS

Throughout this RFP, and unless otherwise stated, the terms "proposer" and "vendor" are used synonymously. Any proposal that does not demonstrate that the vendor meets these minimum requirements will be deemed non-responsive and will not be considered.

Vendor Requirements

The vendor shall provide network hardware at every location, exact locations will vary based upon need and existing hardware.

Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and 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.

Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Manufacturer Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. Vendor shall provide Buyer with a copy of the End User license agreement, and shall warrant that all Manufacturer software is licensed originally to Buyer as the original licensee authorized to use the Manufacturer Software. Please contact Cisco Account Manager, Adam Eisenberg at 408.895.2991 or a Eisenbe@cisco.com for any questions regarding Cisco Quoting Tools.

The vendor shall install CAT6 cabling at every location, exact locations will vary based upon need.

REQUEST FOR PROPOSALS (RFP)

No.14-15/06 2014-15

OAKLAND UNIFIED SCHOOL DISTRICT

3.0 PROPOSAL FORM AND CONTENT

Vendor shall provide their response to the RFP in the following manner and with the information as described below.

Due Date and Location

Responses shall be submitted by no later than October 7, 2014 at 4pm PST to:

John Krull, IT Officer
OUSD Technology Services
1011 Union St
Oakland, CA 94607

Inquiries

Questions regarding the RFP shall be directed to: it-rfp@ousd.k12.ca.us. Questions and answers and addenda will be posted at <http://www.ousd.k12.ca.us/its>.

During the RFP period, proposing vendors are hereby explicitly directed not to contact Oakland Unified School District personnel and officials for any reason other than pertaining to existing services.

Resulting Agreement

OUSD's Request for Proposals, and the Proposer's response, will be incorporated into the Agreement as Exhibits. An individual authorized to legally bind Proposer must sign the response.

Evaluation

Proposals will be evaluated based on the following categories:

- a. Total cost for hardware and cabling installation (equipment and labor)
- b. Status as a Cisco partner and references
- c. OUSD technical assessment of products
- d. Ability to meet schedule

References

Vendor shall include the organization name, contact, contact title, and phone number of at least three customers with similar applications that have had vendor's services for a period of at least one year in California.

OAKLAND UNIFIED SCHOOL DISTRICT

4.0 TECHNICAL SPECIFICATIONS

General

Network upgrade includes CAT6 wiring for 2 cable runs from MDF/IDF to instructional rooms and admin offices.

1) CAT 6 Cable Specifications

- a. Use existing pathway in good condition. If pathway is not in good condition, repair. If repair is not possible, remove and replace. Ask permission to remove old cable in special situations (eg. underground conduit to portables)
- b. Data drop color for jack, cable and patch cords is blue except for AP
- c. Data drop color for jack, cable, patch panel and patch cords is orange for access point
- d. **Rooms:**
2 drops installed at the clock area. Place 1 high near clock for WAP, 1 low (with 25' coil near terminus, if possible). Drops must be at least 5 feet away from motion sensors.

Vendor must install Single rack unit Power Over Ethernet Midspan in MDF/IDF (sizing may vary on quantity of runs to closet). Vendor must map classroom AP jack to closet patch panel jack.

Installation

Install one wireless access point per room as needed. Patching will be with 12" CAT 6 manufactured cable. Raceway: 2 Channel metal (aluminum or steel) surface mounted, 1" 2" 700 750 series; 4" Legrand/Hubbell 4000 series.

Supply OUSD with serial numbers and MAC addresses for equipment before installation. OUSD will configure cloud-based AP's

Install Single rack unit Power Over Ethernet Midspan in each MDF/IDF to ensure that all cabling connects to existing switch. Device should be Cisco compatible with SNMP with port capacity needed. Install new patch panel. Leave existing equipment, patch panels, and cables untouched.

Testing

OUSD will test and certify each access point before acceptance.

Warranty

1-year warranty on cabling and AP replacement required.

OAKLAND UNIFIED SCHOOL DISTRICT

5.0 GENERAL TERMS AND CONDITIONS

Each vendor shall meet all of the specifications and proposal terms and conditions as set forth in this Request for Proposal. By virtue of the proposal submission, the vendor acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Non-substantial deviations may be considered provided that the vendor submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by OUSD in its sole discretion. These terms and conditions shall be adhered to relative to any project for which the selected Vendor provides services. OUSD reserves the right to delete or alter these terms and conditions or to add additional terms and conditions at its discretion.

Insurance

Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned, and hired motor vehicles and/or Professional Liability (errors and omissions) insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the OUSD. The Supplier shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Supplier shall also maintain "all risk" property insurance at replacement cost applicable to Supplier's property or its equipment. The Supplier's insurance vendors and policy provisions must be acceptable to the OUSD's Risk and Insurance Manager and remain in effect for the duration of the Contract. The OUSD shall be named as an additional insured on the Commercial General Liability insurance policy. Supplier will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above. The Supplier shall submit certificates of insurance as evidence of the above required coverage to the OUSD prior to the commencement of this Contract. Such certificates shall provide OUSD with thirty (30) calendar days written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the above address.

Relationship of the Parties

In assuming and performing the obligations of any Contract, the OUSD and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, or employee of the other.

OAKLAND UNIFIED SCHOOL DISTRICT

Compliance with all Law

The selected vendor shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, as well as all applicable

Equal Opportunity

No supplier of goods and/or services under this RFP or any Contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

Taxes - Supplier's Responsibility

Suppliers shall be responsible for and pay all taxes which may be levied or incurred against the supplier in connection with the performance of any services under a Contract, including taxes levied or incurred against supplier's income, inventory, property, sales, or other taxes.

Non-Appropriation of District, State and or Government Funds

Vendor agrees that if funds are not appropriated or are otherwise not available to Customer for all or a portion of the services and/or equipment due to funding changes or program cancellation. Customer may, at its sole discretion, cancel the RFP and make no selection. The district reserves the right to fund, (proceed with project or purchase) or not to fund. Execution of the project, in part or in whole, is solely at the discretion of the District.

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.k12.ca.us > Departments, Offices & Services Directory > Facilities Planning & Management Department > Bids and Proposals for Proposals > Bidding Information > 2014 Amendment to Local Business Participation Policy

REQUEST FOR PROPOSALS (RFP) No.14-15/06 2014-15

OAKLAND UNIFIED SCHOOL DISTRICT

6.0 SCOPE OF WORK

The Scope of Work is a general guide and is not intended to be a complete list of all work necessary to complete the project. The following work tasks are assumed to be necessary to establish the baseline infrastructure to support wireless connectivity in every teaching and administrative space.

OUSD is asking vendors to provide a price per equipment type/cabling in this RFP, total cost per minimum # of each equipment type/cabling, and total cost for projected # of each equipment type/cabling. Price includes equipment/cabling plus labor cost.

OUSD can guarantee a minimum of Thirty six hundred fifty (3650) CAT 6 cable runs from MDF/IDF to rooms. Based on information provided herein, OUSD is asking vendors to provide a price per CAT 6 cable run from MDF/IDF (There are 239 closets.) to rooms. Price includes materials plus labor cost.

OUSD can guarantee a minimum of Nineteen hundred (1900) Meraki MR34 access points (NO SUBSTITUTIONS)

OUSD is seeking Single rack unit Power Over Ethernet Midspan compatible with 10/100/1000 Mbps Ethernet speeds. Vendor must supply at least 30 watts per port to fully power a Meraki MR34 AP using IEEE 802.3at. (no specific model, to support minimum of 1900 total Meraki MR34)

High-level work plan:

- Site walks with OUSD technical staff before proposal if desired. OUSD will conduct optional site walks of all sites on October 1, 2014 and October 2, 2014 at 8:30am through (Total of 2 days). Meet at OUSD Technology Services at 1011 Union St, Oakland, CA 94607
- Complete Phase 1 installation of 10 priority sites by December 15, 2014. Complete Phase 2 installation of 20 additional sites (total of 30) by January 30, 2015. Complete entire project installation by February 27, 2015.
- Test, certify, and document all new CAT6 cabling at all locations
 1. Install two MDF/IDF to end point CAT6 cable runs per room in preparation for wireless access point installation (completed in a separate project). Use existing pathway or install new pathway to industry standard.
 2. Install jack and faceplate at end of cables to denote completion
 3. Contractor does patching (CAT 6) at switch and AP.
 4. Label installed data jacks to industry standard
 5. Provide as-built maps detailing cabling from room port to MDF/IDF patch panel for sign off, to include port labeling

**REQUEST FOR PROPOSALS (RFP)
No.14-15/06 2014-15**

OAKLAND UNIFIED SCHOOL DISTRICT

- Procurement and installation of the following network hardware:
 1. Meraki AP MR34 with 5 years subscription; to include protective cover for those mounted in gymnasiums. Please contact Cisco sales representative Adam Eisenberg for OUSD package information.
 2. Single rack unit Power Over Ethernet Midspan compatible with 10/100/1000 Mbps Ethernet speeds. Must supply at least 30 watts per port to fully power a Meraki MR34 AP using IEEE 802.3at. (no specific model)

Switch and Wireless Access Point installation

- Use switch in designated MDF/IDF in existing rack. Patch with 12" or shorter manufactured CAT 6 patch cable colored orange to corresponding AP's
 - Use Meraki MR 34 with 5 year license
 - Use 12" or shorter manufactured CAT 6 patch orange colored cable
 - Wall mounted over jack by clock/door
 - Document switch and AP installation
 - Vendor to provide Meraki licensing codes to OUSD
 - Vendor to name and map each AP (according to OUSD naming standards) on the Meraki dashboard.
-
- Remove any installed APs (including Meraki MR34s) and return to OUSD
 - Remove all packaging and debris for the project off site - not at school trash or dumpsters.
 - Working hours are: Days, Nights, Weekends. Vendor will be given access and a point of contact. Work during the school day must not interfere with classroom instruction.

OAKLAND UNIFIED SCHOOL DISTRICT

7.0 PRICING TEMPLATE

In addition to submitting the proposal, vendors should complete the Google form pricing template here <http://bit.ly/ousdlan> and include the following chart in response:

ITEM	COST
Price per CAT 6 cable run (with labor)	
Total cost for total of 3650 cable runs (with labor)	
Price per Meraki MR34 access point	
Total cost for 1,900 Meraki Access points	
Price per Rack Unit Power Over Ethernet Midspan, state make and model(s) (give average price if using varying sizes)	
Total cost for estimated number of Single Rack Unit Power Over Ethernet Midspan based on 1900 total Meraki Access points/239 closets	
Total cost of miscellaneous materials (patch panels, cables, patch cables, etc.)	
Total cost of additional labor	
	Total cost of project

OAKLAND UNIFIED SCHOOL DISTRICT

8.0 SCHEDULE OF EVENTS

It is the District's intent to have the cabling installation complete by February 27, 2015, with a Phase 1 of 10 priority sites completed by December 15, 2014, and Phase 2 of 10 additional priority sites by January 31, 2015. All dates, subsequent to receipt of proposals are estimated and **subject to change.**

Milestone	Date
RFP Released	September 23, 2014
Site walks	October 1 & 2, 2014 at 8:30am
Deadline for Questions & Inquiries	October 3, 2014
Deadline for Submission of Sealed Proposals & pricing template	October 7 at 4:00 PM
Intent to Award Released	October 8, 2014
OUSD Board of Education awards contract	October 22, 2014



Digital Design Communications

Bid for:

Oakland Unified School District

Local Area Network (LAN) Cabling Upgrade

RFP No. 14-15/06 2014-2015

October 7, 2014



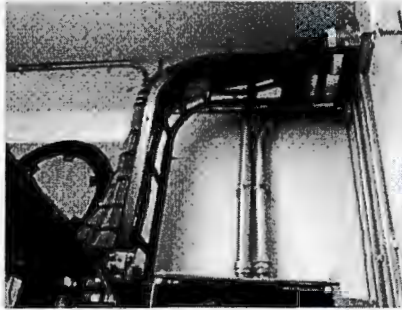
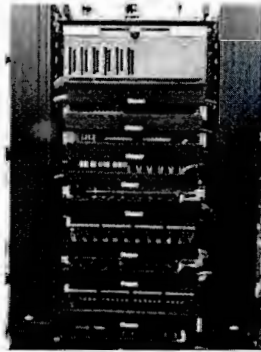
**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thinking Students



DIGITAL
DESIGN
COMMUNICATIONS

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SECTION ONE

COVER LETTER EXECUTIVE SUMMARY



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students



October 7, 2014

Oakland Unified School District
1011 Union St.
Oakland, CA 94603

Attention: John Krull
IT Officer

Re: OUSD Request for Proposal No. 14-15/06 2014-2015

Dear Mr. Krull:

Digital Design Communications is pleased to submit the attached response to the Oakland Unified School District's Request for Proposal for Local Area Network (LAN) Cabling Upgrade No. 14-15/06 2014-2015.

Digital Design is an Oakland-based, Local Business Enterprise Certified company with extensive school construction experience. Our staff consists of experienced professionals in electrical and civil engineering, communication network engineers, electricians and communications technicians. Our staff averages 20 plus years of industry experience and many reside in Oakland itself.

As a C-10 Electrical Contractor License holder, Digital Design is capable of undertaking both communications and electrical projects. We have successfully completed such projects for Oakland USD for over ten years. Digital Design recently completed a \$7.0M contract with the Port of Oakland for the Terminal Expansion Project. Digital Design successfully completed E-RATE projects for years 7 – 14. Our company just finished one month ahead of time the largest E-RATE project for Oakland USD, an \$8.0M contract providing leading edge Cisco switches, OM4 fiber network and more than 1,000 Meraki access points for 41 schools.

Our strong management team and highly trained technicians are capable of designing, engineering and implementing cost effective, leading edge and technically sound communications and electrical solutions to our customers.

Our company is capable of completing the scope of work under this proposal within the timeline required. Digital Design will furnish the required project management and technical personnel to successfully complete the work for LAN Cabling Upgrade.

I would like to thank you for the opportunity to present our proposal for LAN Cabling Upgrade. Should you have any questions please feel free to contact me directly at 510-632-0650.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor M. Zamora', written over a horizontal line.

Victor M. Zamora
President



EXECUTIVE SUMMARY

Digital Design Communications is very pleased to submit this proposal to Insight Public Sector for the Oakland Unified School District to provide a complete Cabling LAN Upgrade, as required in the REQUEST FOR PROPOSAL FOR LAN CABLING UPGRADE.

We believe our vast experience with school construction in general, and Oakland Unified School District in particular, can benefit the district during this project. Digital Design's experienced professionals possess the ability to engineer networks for optimization for both communications and electrical to insure maximum return on investment.

COMPANY PROFILE

Digital Design Communications is a C-10 licensed (Low voltage and electrical), Oakland, California-based international communications company focusing on the merging network technology needs of the public and private sectors.

Digital Design is a leading edge company offering a broad range of wireline and wireless communications and electrical services. Digital Design specializes in the engineering, design and installation of voice, data, video network infrastructure, equipment and services as well as electrical requirements.

MANAGEMENT

Digital Design Communications' management averages over 20 years of communications, electrical and construction experience for major telephone companies worldwide, Maritime and Airport authorities and school districts.

The management team consists of licensed engineers in communications, electrical and civil engineering with the experience of having managed small to large, multi-million dollar projects.



CERTIFICATIONS – STRUCTURED CABLING SYSTEMS

Digital Design Communications employees are certified technicians of copper, coaxial and fiber Structured Cabling Systems from Panduit, Leviton, Ortronics, ADC/Krone and Corning. Digital Design is a factory-trained company with the ability to insure quality of hardware, cables, installation and testing.

As a trained Partner, Digital Design, in conjunction with the manufacturer, is authorized to offer a multi-year Performance guarantee and a one year product warranty. Only a project registration is required.



SECTION TWO

PROPOSAL



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students



OUSD LAN Upgrade

Completing this form is an RFP requirement. Price includes equipment plus labor cost. Please email it-rfp@ousd.k12.ca.us if you have any questions.

* Required

Name of Company *

Digital Design Communications

Contact person *

Rafael Zamora

Contact person phone # *

510-773-1833

Contact email address *

rzamora@ddesigncom.com

Price per CAT 6 cable run *

\$ 235.00

Total cost for OUSD total of 3650 cable runs *

\$ 857,750.00

Price per Meraki MR34 access point *

\$ 725.00

Total cost for OUSD total of 1,900 Meraki access points *

\$ 1,377,500.00

Single Rack Unit Power Over Ethernet Midspan make and model *

Microsemi PD-9000G Series 6, 12 and 24 ports

Total cost for estimated number of Single Rack Unit Power Over Ethernet Midspan based on 1900 total Meraki Access points *

239 closets

\$ 253,070.00

Total cost of miscellaneous materials (patch panels, cables, patch cables, etc.) *

\$ -

Total cost additional cost *

\$ -

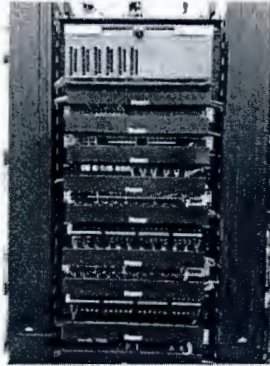
Overall total cost for the project *

\$ 2,488,320.00

OPTIONAL: Any other info you would like to provide us?



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SECTION THREE

SCOPE OF WORK



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students



OUSD LAN Cabling Upgrade RFP No. 14-15/06 2014-15

Scope Of Work

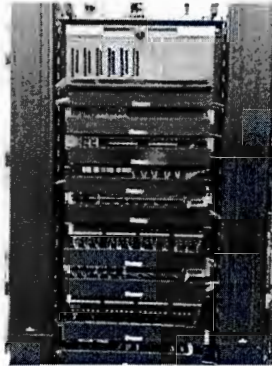
Digital Design Communications (DDC) will provide the following services for the Oakland USD LAN Cabling Upgrade RFP No. 14-15/06 2014-2015.

1. Install two MDF/IDF to end point CAT6 cable drops per room in preparation for wireless access point installation. If OUSD existing pathways do not accommodate new RFP cabling requirements, DDC should request a change order to OUSD so a new pathway is provided and the work can be completed.
2. Install a minimum of 3,650 cable drops to support wireless connectivity in every teaching and administrative space at 54 OUSD K-12 schools and 23 CDCs.
3. Install jack and faceplate at end of cables to denote completion.
4. Test, certify and document all new CAT6 cabling at all locations.
5. Label installed data jacks to industry standard.
6. Mount access point in designated location.
7. Install PoE Midspan in designated MDF/IDF closet.
8. CAT6 patching from PoE Midspan to patch panel and to AP.
9. Name and map each AP (according to OUSD naming standards) on the Meraki dashboard.
10. Provide as-built maps detailing cabling from room port to MDF/IDF patch panel for sign off, to include port labeling.
11. Remove any installed APs (including Meraki MR34s) and return to OUSD.
12. Complete Phase 1 work for 10 priority sites by 12/15/14, Phase 2 work for 20 additional sites by 1/30/15, and complete entire project by 2/27/15.



Assumptions, Clarifications and Exclusions:

- Work to be performed as required during evening/premium hours.
- APs to be installed at 7.5' AFF in rooms with height 8', and at 8.5" AFF in rooms with height higher than 8'. Installation heights are defined for AP center.
- OUSD to provide master keys and alarm codes to access sites.
- Existing OUSD pathways with room for new cabling, installation of conduit and steel raceway by OUSD approval only and through a change order. New conduit/steel raceway will abide by CEC/NEC electrical codes.
- OUSD is responsible to patch switch to PoE Midspan, and to provide on time switch ports required at MDF/IDF closets.



SECTION FOUR

EQUIPMENT



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MR34

Dual-concurrent 3x3 MIMO 802.11ac Access Point
with 3rd Radio Dedicated to Security and RF Management



Ultra-high performance cloud-managed 802.11ac wireless

The Cisco Meraki MR34 is an industry-first three-radio, cloud-managed 3x3 MIMO 802.11ac access point. Designed for high-density next-generation deployments in large offices, schools, hospitals and hotels, the MR34 provides the highest performance, security, and manageability.

The MR34 provides not only a blazing 1.75 Gbps throughput with concurrent 802.11ac and 802.11n 3x3:3 MIMO radios, but also unprecedented security and spectrum visibility via a third radio dedicated to 24x7 WIDS/WIPS and advanced RF analytics.

The combination of cloud management, 802.11ac, and integrated full-time RF environment scanning delivers the ultra-high throughput and reliability required by the most demanding business applications like voice and high-definition streaming video, both today and tomorrow.

MR34 and Meraki Cloud Management: A Powerful Combo

The MR34 is managed through the Meraki cloud, with an intuitive browser-based interface that enables rapid deployment without training or certifications. Since the MR34 is self-configuring and managed over the web, it can even be deployed at a remote location without on-site IT staff.

The MR34 is monitored 24x7 via the Meraki cloud, which delivers real-time alerts if the network encounters problems. Remote diagnostics tools enable real-time troubleshooting over the web, meaning multi-site, distributed networks can be managed remotely.

The MR34's firmware is always kept up to date from the cloud. New features, bug fixes, and enhancements are delivered seamlessly over the web, meaning no manual software updates to download or missing security patches to worry about.

Product Highlights

- 3x3 802.11ac, 1.75 Gbps aggregate dual-band data rate
- 24x7 real-time WIPS/WIDS and spectrum analytics via dedicated third radio
- Enhanced transmit power and receive sensitivity
- Self-healing, zero-configuration mesh
- Integrated enterprise security and guest access
- Application-aware traffic shaping
- Self-configuring, plug-and-play deployment
- Sleek, low-profile design blends into office environments
- Optimized for voice and video

Features

Aggregate data rate of up to 1.75 Gbps

A 1.3 Gbps 5 GHz 3x3 802.11ac radio and a 450 Mbps 2.4 GHz 3x3 802.11n radio offer a combined aggregate dual-band throughput of 1.75 Gbps. Technologies like transmit beamforming and enhanced receive sensitivity allow the MR34 to support a higher client density than the typical enterprise-class access points, resulting in fewer required APs for a given deployment. Band steering further enhances overall throughput, by moving 5 GHz-capable clients to the 5 GHz radio, maximizing the capacity in the 2.4 GHz range for older 802.11b/g clients.

Dedicated third radio delivers 24x7 wireless security and RF analytics

The MR34's sophisticated, dedicated dual-band third radio scans the environment continuously, characterizing RF interference and containing wireless threats like rogue access points. No more need to choose between wireless security, advanced RF analysis, and serving client data: a dedicated third radio means that all three occur in real-time, without any impact to client traffic or AP throughput.

Automatic cloud-based RF optimization

The MR34's sophisticated, automated RF optimization means that there is no need for the dedicated hardware and RF expertise typically required to tune a wireless network. The real-time full-spectrum RF analysis data made available by the dedicated third radio is continuously fed back to the Meraki cloud. The Meraki cloud then automatically tunes the MR34's channel selection, transmit power, and client connection settings for optimal performance under the most challenging RF conditions. As a 5 GHz-only protocol with larger channel sizes, 802.11ac will greatly increase 5 GHz spectrum activity and noise, necessitating sophisticated and automated RF analytics to ensure the highest performance wireless LAN.

Secure wireless environments using 24x7 Air Marshal

No longer choose between a wireless intrusion prevention system (WIPS) and serving client data: thanks to the dedicated third radio, Meraki's Air Marshal, a highly optimized built-in WIPS, scans continuously for threats and remediates them as commanded, all without disrupting client service. Alarms and auto-containment of malicious rogue APs are configured via flexible remediation policies, ensuring optimal security and performance in even the most challenging wireless environments.

Integrated enterprise security and guest access

The MR34 features integrated, easy-to-use security technologies to provide secure connectivity for employees and guests alike. Advanced security features such as AES hardware-based

encryption and WPA2-Enterprise authentication with 802.1X and Active Directory integration provide wire-like security while still being easy to configure. One-click guest isolation provides secure, Internet-only access for visitors. Our policy firewall (Identity Policy Manager) enables group or device-based, granular access policy control. Meraki Teleworker VPN makes it easy to extend the corporate LAN to remote sites, without requiring all clients and devices to have client VPN software. PCI compliance reports check network settings against PCI requirements to simplify secure retail deployments.

Application-aware traffic shaping

The MR34 includes an integrated layer 7 packet inspection, classification, and control engine, enabling you to set QoS policies based on traffic type. Also included is integrated support for Wireless Multi Media (WMM), 802.1p, and DSCP. Prioritize your mission critical applications, while setting limits on recreational traffic, e.g., peer-to-peer and video streaming.

Low-profile, environmentally friendly design

Despite its robust feature set, the MR34 is packaged in a sleek, low-profile enclosure that blends seamlessly into any environment. Energy-saving components and intelligent power management techniques deliver best-in-class energy efficient performance and mean that pollution, material utilization, and your electric bill are kept to a minimum.

High performance mesh*

The MR34's advanced mesh technologies, like multi-channel routing protocols and multiple gateway support, make it possible to cover hard-to-wire areas and improve network resilience. In the event of a switch or cable failure, the MR34 will automatically revert to mesh mode.

*Available Q1 CY2014

Self-configuring, self-optimizing, self-healing

When plugged in, the MR34 automatically connects to the Meraki cloud, downloads its configuration, and joins the appropriate network. The MR34 then self-optimizes, determining the ideal channel, transmit power, and client connection parameters. As necessary, it will also self-heal, responding automatically to switch failures and other errors.

Specifications

Radios

One 2.4 GHz 802.11b/g/n, one 5 GHz 802.11a/n/ac, and one dedicated for dual-band WIPS & spectrum analysis

Concurrent operations of all three radios

Max data rate 1.75 Gbit/s

Operating bands:

FCC (US)	CE (Europe)
2.412-2.484 GHz	2.412-2.484 GHz
5.150-5.250 GHz (UNII-1)	5.150-5.250 GHz (UNII-1)
5.725-5.825 GHz (UNII-3)	5.250-5.350, 5.470-5.600, 5.660-5.725 GHz (UNII-2)

802.11ac and 802.11n Capabilities

3 x 3 multiple input, multiple output (MIMO) with three spatial streams

Maximal ratio combining (MRC)

Beamforming

20 and 40 MHz channels (802.11n), 20, 40, and 80 MHz channels (802.11ac)

Packet aggregation

Power

Power over Ethernet: 37 - 57 V (802.3at compatible, with functionality-restricted 802.3af mode supported)

12 V DC

Power consumption: 18W max (802.3at), 13.87W max (802.3af)

Power over Ethernet injector and DC adapter sold separately

Mounting

All standard mounting hardware included

Desktop and wall mount

Ceiling tile rail (9/16, 15/16 or 1 1/2" flush or recessed rails), assorted cable junction boxes

Bubble level on mounting cradle for accurate horizontal wall mounting

Physical Security

Two included security screw options

Kensington lock hard point

Anti-tamper cable bay

Concealed mount plate

Environment

Operating temperature: 32 °F to 104 °F (0 °C to 40 °C)

Humidity: 5 to 95% non-condensing

Physical Dimensions

10.0" x 6.1" x 1.5" (253.4 mm x 155.8 mm x 37.1 mm), not including deskmount feet or mount plate

Weight: 25 oz (0.7kg)

Antenna

Integrated omni-directional antennas

Interfaces

1x 100/1000Base-T Ethernet (RJ45)

1x DC power connector (5 mm x 2.1 mm, center positive)

Security

Integrated policy firewall (Identity Policy Manager)

Mobile device policies

Air Marshal: Real-time WIPS (wireless intrusion prevention system) with alarms

Rogue AP containment

Guest isolation

Teleworker VPN with IPsec

PCI compliance reporting

WEP, WPA, WPA2-PSK, WPA2-Enterprise with 802.1X

TKIP and AES encryption

VLAN tagging (802.1q)

Quality of Service

Wireless Quality of Service (WMM/802.11e)

Advanced Power Save (U-APSD)

DSCP

802.1p

Layer 7 application traffic shaping and firewall

Mobility

PMK and OKC credential support for fast Layer 2 roaming

L3 roaming

LED Indicators

2 Ethernet status

1 power/booting/firmware upgrade status

Regulatory

FCC (US), IC (Canada), CE (Europe), C-Tick (Australia/New Zealand)

RoHS

For additional country-specific regulatory information, please contact Meraki sales

Warranty

Lifetime hardware warranty with advanced replacement included

Ordering Information

MR34-HW Meraki MR34 Cloud Managed AP

AC-MR-1-XX Meraki AC Adapter for MR Series (XX = US, EU, UK or AU)

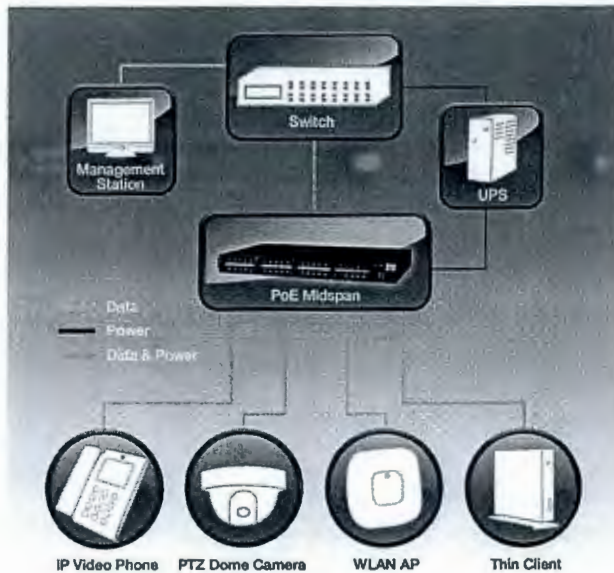
MA-INJ-4-XX Cisco Meraki 802.3at Power over Ethernet Injector (XX = US, EU, UK or AU)

Note: Meraki Enterprise license required.

PD-9000G Family



IEEE802.3at Compliant 36W/Port Midspan Family



Overview

Microsemi's PD-9000G Family is designed specifically to power IEEE 802.11n and IEEE 802.3at access points, pan-tilt-zoom (PTZ) and dome cameras, IP videophones, thin clients and other high power Ethernet end terminals. The family includes 6, 12 and 24 port models, which are backward compatible and safe to use with any 802.3af terminal such as VoIP phones, IP cameras and wireless LAN access points.

With plug-and-play installation, Microsemi midspans are easily and cost effectively implemented leveraging an existing Ethernet infrastructure while at the same time providing the assurance of a future proof network.

For secure remote management, all PD-9000G models include PowerView Pro management software.

PD-9000G Features

- High Power over 2-pairs -- 36W per port
- Power redundancy:
 - Mutual midspan-to-midspan backup
 - DC backup via external PowerDsine RPS products
- PowerView Pro secure, remote SNMPv3 and Cloud-based management
- Safe & reliable power over existing Ethernet infrastructure
- Cisco and legacy PoE support (dongles required)
- Plug-and-play installation
- Guaranteed power uptime

PD-9000G Specifications

No. of Ports	6/12/24
Pass Through Data Rates	10/100/1000 Mbps
Power over Ethernet Output	Pin Assignment and Polarity: 4/5 (+), 7/8 (-) Output Power Voltage: 55Vdc User Port Power: 36W Typ. Aggregate Power: 450W, 1000W
Input Power Requirements	AC Input Voltage: 100 to 240 Vac DC Input: ACDC units: RPS or another 9000 midspan DC units: 46V - 57V AC Input Current: 450W Units: 5.5A @ 110 Vac; 2.75A @ 220 Vac 1000W Units: 12A @ 110 Vac; 6A @ 220 Vac AC Frequency: 50 to 60 Hz
Dimensions	438 mm x 272 mm x 44 mm 17.3 in. x 10.8 in. x 1.75 in or 1U
Weight	14.3 lbs (6.5 kg)
Management	PowerView Pro included
Indicators	System Indicator: AC Power (Green) User Indicator: Channel Power (Green)
Connectors	PoE ports and management port: Shielded RJ-45, EIA 568A and 568B Console Port: USB Connector Type B DC Connector: DC Block Terminal RPS Com Connector: HD-D-sub-15
Environmental Conditions	Operating Ambient Temperature: 32° to 104°F (0 to 40°C) Operating Humidity: 10% to 90%, Non-condensing Storage Temperature: -4° to 158°F (-20° to 70°C) Storage Humidity: 6% to 95%, Non-condensing Operating Altitude: -1000 to 10,000 ft. (-304.8 to 3048 m)
Thermal Rating	365/810 BTU/Hr
Regulatory	IEEE 802.3af (PoE, PoH Type 1),
Compliance	IEEE 802.3at (PoE+ including 2-event, PoH Type 2), RoHS Compliant, VCCI, CE, C-Tick
Electromagnetic Emission & Immunity	FCC Part 15, Class B EN 55022 Class B (Emissions) EN 55024 (Immunity), VCCI
Safety Approvals	UL/cUL Per EN 60950-1 GS Mark Per EN 60950-1

PD-9000G Family

Ordering Information

Part Number	Name	Ports	Total Watts
PD-9006G/ACDC/M	Microsemi PD-9006G	6-port	450W
PD-9012G/ACDC/M	Microsemi PD-9012G	12-port	450W
PD-9024G/ACDC/M/F	Microsemi PD-9024G	24-port	1000W



Microsemi.

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Fax: +1 (949) 215-4996
email: sales.support@microsemi.com
www.microsemi.com

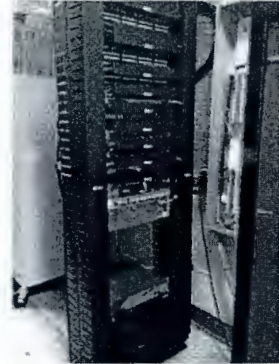
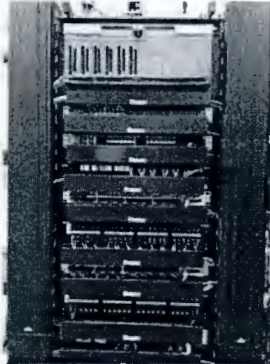
Microsemi Corporation (Nasdaq: MSCC) offers a comprehensive portfolio of semiconductor and system solutions for communications, defense & security, aerospace and industrial markets. Products include high-performance and radiation-hardened analog mixed-signal integrated circuits, FPGAs, SoCs and ASICs; power management products; timing and synchronization devices and precise time solutions, setting the world's standard for time; voice processing devices; RF solutions; discrete components; security technologies and scalable anti-tamper products; Power-over-Ethernet ICs and midspans; as well as custom design capabilities and services. Microsemi is headquartered in Aliso Viejo, Calif. and has approximately 3,400 employees globally. Learn more at www.microsemi.com.

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MSC-PD-DS-9501GR/5.2014



DIGITAL
DESIGN
COMMUNICATIONS



SECTION FIVE

PROJECT REFERENCES



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students



OUSD LAN Cabling Upgrade RFP No. 14-15/06 2014-15

Project References

Digital Design Communications has deployed similar wireless projects for the following Bay Area Schools Districts:

San Ramon Valley Unified School District – San Ramon, CA

Ric Johanson
Network Administrator
(925) 947-0178

San Francisco Unified School District – San Francisco, CA

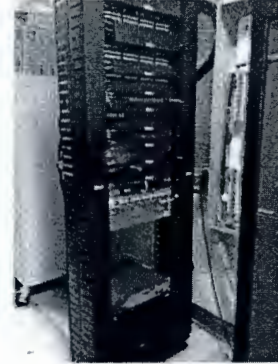
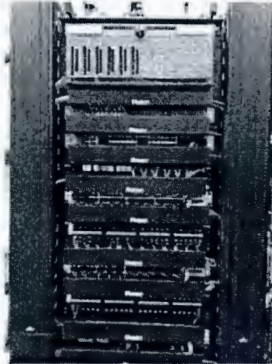
Larry Takamoto
System and Network Technologist
(415) 531-0479

West Contra Costa Unified School District – Richmond, CA

Larry Tibault
Network Administrator
(510) 502-5302

Oakland Unified School District – Oakland, CA

Rocky Borton
Senior Project Manager
(510) 333-2262



SECTION SIX

CERTIFICATIONS



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

785247

Class PART

Business Name

**DIGITAL DESIGN
COMMUNICATIONS**

City/County (s)

C10

Expiration Date

10/31/2014

www.cslb.ca.gov



PANDUIT™

building a smarter, unified business foundation
Connect. Manage. Automate.

Panduit Corp

hereby recognizes

Digital Design

Oakland ,California

As a Panduit Certified Installer (PCI), authorized to design and install
the Panduit® Pan-Net™ Network Cabling System and participate
in the Certification Plussm System Warranty Program.

PANDUIT™
Certified Installer

Unified Physical Infrastructure



Program Enrollment:
07/06/2009

Current Certificate:
4/4/2014

Date of Expiration:
12/31/2014

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided

238210 Electrical Contractors

517910 Other Telecommunications

6006

30-Jun-16

Certification Number

Expiration Date

Shelley Darensburg

06-17-14

Shelley Darensburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND





CISCO PARTNER

Digital Design Communications is partnering with Insight Public Sector, Inc.

Cisco Gold Partner Certification

As a Cisco Gold Partner, Insight is a leading provider and partner in the implementation of Cisco's networking technologies, boasting sales revenues of over \$625M in 2012. Insight has been recognized as one of Cisco's leading U.S. network integrators, providing a portfolio of services for the public sector, commercial, and enterprise markets.

Insight has been recognized over the years for numerous Area and National Partner awards at Cisco's Annual Partner Summit. Additionally, Insight has earned numerous Cisco certifications for various specialized applications.

A Cisco Pedigree

Insight has been in partnership with Cisco for over 19 years and considers Cisco a top strategic networking and data center solutions partner. We have been a Cisco Gold Certified partner since 1999. Insight has won several awards and certifications from Cisco based upon our many proven solutions and capabilities and have established strong personal relationships with Cisco staff, from our CEO to the field level teams. We are proud to be Cisco's #1 Transformational Partner in the U.S.

Insight's disciplined methodology and technical expertise have earned us recognition as a Cisco Gold Certified partner in the U.S. and the U.K. We have Master Specializations in Unified Communications, Security, Cloud Builder and Managed Services in the U.S.

Insight works with customers to incorporate existing technology wherever possible and tailors a deployment strategy that aligns with your individual goals.

The way we help customers is unique; we approach them by discussing their priorities and demonstrating how we can assist them to help our customers improve their business. We do this by:

- Developing a holistic understanding of their business and its needs
- Creating customized, strategic solutions through hardware, software and services – Mobility, Unified Communications & Collaboration, Network & Security, Virtualization and Cloud
- Providing continuous assistance and support through the entire IT lifecycle – Plan, Deploy, Operate, Refresh

Insight acts as an extension of your team and offers a worldwide network of teammates, consulting and professional services, diverse certifications, public sector focus and specialized vertical experience.

Whether your project depends on networking design engineers, data center architects, implementation resources, professional consultants or project managers, your qualified Insight Account Executive assembles a team of Insight experts and partner resources to serve you.

8135 Capwell Drive, Oakland, California 94621 Tel: (510) 632-0650 Fax: (510) 632-6999



Insight brings unique perspective and a team of dedicated, certified experts with hands-on experience – combining technical depth and expertise in networking, servers, storage, virtualization, physical infrastructure, security and applications.

Resources include:

- Dedicated Design Specialists
- Dedicated Warranty Specialists
- Cisco Certified Sales Experts

Insight's consultants maintain Cisco certifications in numerous specialty designations, including:

- Cisco Certified Design Expert ("CCDE")
- Cisco Certified Internetwork Expert ("CCIE") – Routing/Switching
- Cisco Certified Internetwork Expert ("CCIE") – Voice
- Cisco Certified Internetwork Expert ("CCIE") – Security
- Cisco Certified Internetwork Expert ("CCIE") – Storage
- Cisco Certified Internetwork Expert ("CCIE") – Wireless
- Cisco Certified Network Professional ("CCNP")
- Cisco Certified Design Professional ("CCDP")
- Cisco Certified Network Associate ("CCNA")
- Cisco Certified Design Associate ("CCDA")
- Cisco Telephony Support Specialist
- Cisco Optical Specialist
- Cisco Wireless LAN Design Specialist
- Cisco Wireless LAN Support Specialist
- Cisco Certified Security Professional

Insight Overview

Founded in Tempe, Arizona in 1988 by brothers Tim and Eric Crown, the company and its value proposition have evolved to address changing needs in the IT marketplace. Insight's vision is to be a trusted advisor to its clients, helping them enhance business performance through innovative technology solutions.

Today, Insight Enterprises, Inc. is a leading technology provider of hardware, software and service solutions to business and government clients in North America, Europe, the Middle East, Africa and Asia-Pacific. Insight is focused on helping organizations move technology goals forward in the areas of Public Safety, Cloud, Virtualization, Data Center, Unified Communication/ Collaboration, Network/Security, Data Protection, Mobility/POS and Office Productivity.

IT Solutions

Simplify Every Phase of Ownership

- > Mobility & Point of Sale
- > Office Productivity
- > Unified Communications & Collaboration
- > Network & Security
- > Data Center
- > Virtualization
- > Data Protection
- > Cloud

IT Services

A Seamless Extension of Your Team

- > Strategy & Assessment
- > Design
- > Integration
- > Implementation
- > Management
- > Cloud & Hosted
- > Warranty
- > Maintenance

Technologies

Hardware. Warranty. Software. Licensing

- > Desktops & Notebooks
- > Network & Power
- > Server & Storage
- > Printers & Ink, Toner and Supplies
- > Office Productivity
- > Virtualization
- > Data Protection
- > Creativity

We define our "core" business as *a global information technology provider of hardware, software and service solutions to business and government clients.*

We believe that what differentiates Insight from our competitors is:

- **Our Scale and Reach** – \$5.1 billion in net sales in 2013 with sales and distribution capabilities in 21 countries.
- **Our People** – 5,115 teammates worldwide, including over 1,000 skilled, certified services professionals.
- **Our Business Foundation** – we offer a broad offering of hardware and software products, with access to more than \$3 billion in virtual inventory, efficient supply chain execution and customizable e-commerce capabilities.
- **Our Breadth and Depth of Services** – developed services capabilities focused on managed services and professional and consulting services, which are particularly strong in the United States and the United Kingdom.
- **Our Partnerships and Clients** – multi-partner approach with over 5,000 partnerships with manufacturers and publishers and over 70,000 commercial and public sector clients globally.

Insight Enterprises Inc. (Insight) became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight is ranked number 483 on Fortune Magazine's 2014 "Fortune 500" list. It is interesting to note 416 of the global Fortune 500 companies are Insight clients.

Insight Public Sector holds over 180 federal, state, local, education and non-profit contracts. IPS currently maintains federal contracts with agencies such as the General Services Administration, and national contracts like US Communities. In addition, our participation in 25 state-wide contracts gives us a solid market share of government technology sales. IPS also holds local government and education contracts for computer equipment and services in 33 states. Highly specialized teams are dedicated to

each market offering customized solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight Enterprises Corporate Headquarters: Tempe, AZ

IPS Regional Offices: Bloomington, IL; Tampa, FL; Cupertino, CA; Atlanta, GA; Boston, MA; Minneapolis, MN; Columbus, OH; Austin, TX; McAllen, TX; Plano, TX; Pittsburgh, PA; Rockville, MD; Liberty Lake, WA; Chantilly, VA

Total Personnel: worldwide over 5,000

Insight maintains strong relationships with the industries' leading manufacturers including Adobe, Cisco, EMC, Hewlett-Packard, IBM, Lenovo, Microsoft, Oracle, Panasonic, Sony and Toshiba as well as all of the major distributors including Ingram Micro, TechData, and Synnex. With over 40 buyers in Insight's purchasing organization, there is virtually no information technology product that we cannot source.



Insight's facilities include 440,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and fourteen branch offices around the country. Typically, Insight has over \$100 million of inventory on hand for fast availability, in addition to our unparalleled ability to source hard-to-find technology products.

Insight's e-commerce site provides 24x7 access to thousands of name brand products at competitive prices. Clients have the ability to track orders, view account status, order history and much more. In addition, we can customize an e-commerce site designed exclusively for the way each company or organization does business. Insight Public Sector's website may be viewed at www.ips.insight.com.

Central to Insight's continued growth and success is our focus on offering a comprehensive menu of service solutions. There are more than 1,000 Insight employees in our Technical Services division. These include field engineers, systems engineers, consultants, repair lab and configuration lab technicians, technical support, administration, sales and an implementation team. Our technical service company supports our clients nationwide.

Insight Programs and Services

Focused on adding value and delivering suitable IT improvement plans for complete life cycle management, Insight provides a comprehensive array of advanced services, resources, and strategies from a centralized source to help you manage your changing technology needs. The following is an overview of the various service offerings available from Insight:

- **Business Optimization Software – Reduce Costs, Limit Risks.** Whether your organization is local or multinational, Insight can help you standardize your software environment while reducing costs and limiting risk through optimal license use. We are the only software provider offering comprehensive product selection and proven global capabilities, and our global licensing and SAM services are unmatched in the market. We can also help you enhance business productivity through messaging and collaboration and simplify the deployment of Microsoft core infrastructure technologies – from the desktop to the data center.
- **Infrastructure and Security – Connecting Your People.** Ever growing in complexity, today's network must support collaboration, security, wireless, real-time applications, virtualized data



centers and more. Benefit from world-class guidance and resources around network infrastructure, unified communications and security. Insight offers the disciplined methodology and technological expertise you need to support the mission-critical platform of your business. Our end-to-end, consultative approach results in optimized operations, enhanced productivity, reduced costs and managed risks.

- **Data Center – Consolidate, Virtualize, Optimize.** Streamlined costs and greener IT operations are not mutually exclusive. Not with the cost savings potential of server consolidation and virtualization and the growing reliability of backup, disaster recovery and continuity solutions for complex storage environments. Insight's Data Center practice offers the robust technical expertise and deep manufacturer relationships to deliver innovative and scalable solutions that reduce your data center costs and your carbon footprint.
- **Collaboration – Gain Productivity through Efficient Communications.** The collaboration of data, voice and video applications onto a single network infrastructure has opened the door for more efficient communications with dramatic cost savings. Start achieving productivity gains and lower costs. Insight's Collaboration practice offers the advanced technical resources to design and deliver an array of business-related Collaborations solutions. We hold a Cisco Master Unified Communications Specialization and our standards-based approach provides flexibility and scalability as technology advances and your enterprise grows.
- **Product Provisioning Services – Driving costs out of IT Environments.** Drive costs out of your IT environment with an efficient supply chain and robust partner relationships including HP, IBM, Cisco, Microsoft and other industry leaders—all with single-point simplicity. With Insight, you benefit from the convenience of Customizable eCommerce Capabilities, plus the trusted advice of a dedicated sales representative backed by certified specialists in systems, software, services and networking.
- **Financing and Leasing – Upgrade IT with Little or No Cash Upfront.** Acquire the technology you need to serve your constituents with flexible Financing and Leasing options from Insight Global Finance. We've helped clients of all sizes preserve capital, stretch budgets and leverage multiyear software discounts while upgrading technology.
- **Warehouse/Integration Services – On-Time, On-Budget Deployments.** Integration tasks such as software imaging, hardware configuration and rack building can add to total costs and divert limited in-house resources from more strategic objectives. Simplify the integration of new and preexisting hardware, software and networks with Insight's Warehouse and Integration Services. We can pre-configure IT within our ISO-certified labs and then ship you a plug-and-play solution. Or we can warehouse inventory until you're ready for deployment.
- **Maintenance Services – Protecting and Extending the IT Lifecycle.** Protect your investments and extend the life of your technology with Insight's Maintenance Services. We have years of experience managing warranties based on both manufacturer contracts and our own Insight Protection Plan. And our National Repair Center offers an array of vendor-certified repair services – from 24x7 service desk to 24-hour-turnaround hot swap – that keep your technology and business running smoothly.
- **IT Asset Disposal – Secure, Cost-Effective, Eco-Friendly.** Manage security risks, control costs and be eco-friendly with Insight. Our IDC G.R.A.D.E. certified IT Asset Disposal Services kept more than 2,500 tons of e-waste out of landfills in 2008. We offer standards-based e-waste recycling



and Department of Defense hard drive wipes, as well as online reporting and Certificates of Destruction to help you track and document progress.

- **Cloud Computing/SaaS – On-Demand Computing, Low Monthly Payments.** Preserve capital and extend limited resources by delivering business-critical applications and programs from the cloud. With low upfront costs and no need for in-house maintenance, Software as a Service (SaaS) is an effective alternative to expensive on-premise solutions. Insight Cloud Computing focuses on Protecting, Securing, Scalability, and Performance for your company. Insight partners with the world's top providers to deliver solutions around Collaboration and Messaging, Managed Security and Data Management, including Microsoft, Symantec, CA, IBM, MX Logic and DataPipe.
- **Remote Network Operations – World-Class Network Resources.** Reduce capital expenditures while receiving world-class support with InsightManaged Remote Network Operations solutions. Our U.S.-based engineers and technicians hold over 500 industry certifications around security, event response and remote management of everything from servers and network devices to Cisco Unified Contact Center and TelePresence infrastructures. And it's all done from our state of-the-art Network Operations Center.
- **Business Process Outsourcing – Stretch IT Resources, Enhance Network Support.** Free your team to focus on strategic tasks by offloading day-to-day IT operations and non-core functions to Insight. We offer a range of InsightBPO solutions that enhance operations while streamlining costs up to 15 percent over the life of a five-year contract. Our roster of U.S.-based engineers and technicians provides you with reliable, scalable headcount and serves as a seamless extension of your team.